



**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**

**ADVOCATES FOR ACADEMIC EXCELLENCE IN EDUCATION, INC.  
AND  
UNITED TEACHERS OF NEW ORLEANS**

**June 1, 2021 – June 30, 2025**

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# COLLECTIVE BARGAINING AGREEMENT BETWEEN ADVOCATES FOR ACADEMIC EXCELLENCE IN EDUCATION, INC. AND UNITED TEACHERS OF NEW ORLEANS

This agreement is made and entered into this 18<sup>th</sup> day of August 2021 by and between Advocates for Academic Excellence in Education, Inc which operates the charter for Benjamin Franklin High School, located in New Orleans, which together with its Board of Directors, managers, principals and administrative staff shall be referred to in this Agreement as "the Employer" (hereinafter referred to as the "Employer," "AAEE" or the "School") and United Teachers of New Orleans, Local 527, LFT, AFT, AFL-CIO (hereinafter referred to as the "Union"), acting herein as the exclusive representative of the bargaining unit members who are employees of the said Employer, as hereinafter defined, now employed and hereafter to be employed as collectively designated as the "employees."

## WITNESSETH

WHEREAS, the Employer recognizes the Union as the sole collective bargaining representative for the employees covered by this Agreement as hereinafter provided; and

WHEREAS, the School and its employees are furnishing an essential service which is vital to the health and welfare of the student population; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of student excellence at the School as well as of its employees, to promptly and peacefully resolve any disputes and differences between the parties, and to set forth herein this agreement covering rates of pay, hours of work and conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

## I. PURPOSE

The purpose of this agreement is to promote a harmonious relationship between faculty and administration while seeking excellence for our students by establishing methods, policies, procedures, and organizational structures that allow the parties to work collaboratively for the benefit of our students and the long term health of Benjamin Franklin High School. We recognize the values of fairness, transparency, and employment security as essential for attracting and retaining quality faculty in service of the Franklin mission: "to prepare students of high academic achievement to be successful in life."

## II. RECOGNITION

The Employer and the Union agree that the single unit of employees appropriate for collective bargaining ("Bargaining Unit") shall consist of all full-time and part-time professional instructional employees employed by AAEE at Benjamin Franklin High School including, but not limited to, the following job classifications: teachers, guidance counselors, college/academic counselors, registrar, nurse, librarian, social worker, and study hall proctors. All administrative, supervisory, managerial employees, temporary employees, and the following specific positions or their equivalents are excluded from the Bargaining Unit:

1. Head of School
2. Academic Assistant Principal
3. Operations Assistant Principal
4. Academic Advancement Coordinator
5. Development Director
6. Chief Financial Officer
7. Admissions Director
8. Security Officers
9. Human Resources and DEI Director
10. Maintenance employees
11. Administrative Staff
12. Student and Alumni Services Coordinator
13. Testing Coordinator
14. Athletic Director

A temporary employee is one who is hired for an academic school year or less and is so informed at the time of hire. Typically, a temporary employee is one (a) who is hired to perform duties related primarily for a special project or (b) who is hired primarily to replace an employee who is on vacation or leave of absence. An employee may be rehired as a temporary employee for a second academic year and retain the temporary status. Temporary employees and non-instructional employees shall not be covered by the terms and conditions of this Agreement during his/her period of employment.

The provisions of this Agreement do not apply to the assignment of non-bargaining unit duties and the terms and conditions related thereto. Such duties are created by management and maintained at will; in the event that such duties are removed, the employee will be retained as a regular, full-time faculty member.

Administrators may teach one course per year so long as it does not reduce a bargaining unit member's load or salary. For purposes of this need, "administrator" is defined as:

1. Head of School
2. Academic Assistant Principal
3. Operations Assistant Principal
4. Academic Advancement Coordinator
5. Testing Coordinator
6. Athletic Director

Administrators may teach one course per year if they create SLTs and adhere to them, have experience teaching the subject, and have their performance evaluated in the same way all teachers are evaluated. These assignments will be made by the Academic Assistant Principal in consultation with Department Heads. This teaching assignment is part of the administrative duty and will not come with an additional stipend.

### III. ACADEMIC FREEDOM

Our classrooms are places where the needs and aspirations of the students are at the center of all decisions driving high quality teaching and learning. It is the intent of the parties to assure that students benefit from academic freedom in the classroom. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program as determined by normal instructional and/or administrative procedures and as finally approved by the administration of the school. Academic freedom shall also mean that a teacher shall have freedom of discussion within the classroom on matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner, and assuming that all discussion and presentation shall be maintained within the outlines of appropriate course content, be pedagogically justifiable, and be subject to standards of good taste and DEI and Title IX policies.

It is the intent of the parties that this Article shall not apply to routine differences of opinion or disagreements among the faculty or between the faculty and the Administration regarding curriculum methodology, selection of materials, or conduct of classroom teaching, and shall not apply to criticisms and critical analysis resulting from the normal evaluation of classroom teaching performance, but shall be utilized only to process claims that academic freedom has been clearly and positively breached by some specific, definitive act or order of the Employer. Teachers shall utilize methodology, information and materials that are appropriate to the students' ability, maturity and social development/physical needs. Such methodology shall be reasonably within the accepted principles of current pedagogy. Teachers shall follow the designated subject matter curriculum and education objectives and departmentally determined instructional programs. If deficiencies are noted, teachers may be directed to change or adapt methodology information or materials.

All employees shall retain the right to speak publicly on any matter of concern before any public body, with the media, or with any public official, so long as employees do not represent themselves as speaking on behalf of Benjamin Franklin High School without authorization. Nothing in this Article shall be construed to deny employees of any right to freedom of speech they would otherwise enjoy under law.

### IV. NON-DISCRIMINATION

In the application of provisions of this Agreement or Employer regulations and policies affecting terms and conditions of employment, there shall be no discrimination by the Employer in its recruitment programs, hiring practices, dismissal procedures, or in any other terms or conditions of employment, nor shall the Employer discriminate against any person on the basis of race, creed, color, age, sex, national origin, marital status, veteran status, disability, sexual orientation, gender identity or expression, civil union status, domestic partnership status, parental status, genetic information, refusal to submit to a genetic test or make available the

results of a genetic test, membership or participation in, or association with the Union, union activities, or any status protected by law.

The Employer and the Union will comply with all the applicable City, State and Federal law regarding employment. However, nothing in this Article shall constitute a waiver of a bargaining unit employee's rights to bring a discrimination claim to an appropriate government agency, or in a court of competent jurisdiction.

## V. EMPLOYER RIGHTS

The Employer retains all powers and authority to direct, manage and control the campus(es) except to the extent that any such power or authority is expressly contrary to any provision of this Agreement or applicable law. The Employer will exercise its powers and authority collaboratively and will consider input from Bargaining Unit members, but final decisions will rest with the Employer except as explicitly otherwise set forth in this Agreement. For example, the Employer expressly reserves the following rights and authority:

- A. To determine Employer's mission, goals, program design and methodologies for fulfilling them;
- B. To take such steps as are necessary or appropriate to fulfill Employer's contractual obligations to Orleans Parish School Board, its charter, and applicable law;
- C. To establish educational policies with respect to admitting and educating students, including without limitation methods for ensuring the rights and educational opportunities of all students;
- D. To determine staffing patterns and design, including staffing, job assignment, reclassification, and any decision to lay off or reduce its workforce; the Employer agrees to take into account performance standards and seniority in making any layoff decisions.  
(See article XVII)
- E. To determine the number and types of bargaining unit members and other personnel required;
- F. To operate the school, including creating, moving or modifying facilities;
- G. To determine methods of raising revenue, reserving assets, determining budget, expenditures and reserves, budget procedures and budget allocations;
- H. To contract with any third party for one or more services otherwise performed by Bargaining Unit members including without limitation the procedures for obtaining such contract and the identity of the third party, but not for the purpose of replacing a position held by an existing Bargaining Unit member;
- I. To determine final oversight for curriculum, class size, class staffing and assignment, class schedules, academic calendar, hours and places of instruction and/or student assessment policies;
- J. To assign additional duties and the terms of such duties for all positions except for department heads and coaches.
- K. To make and implement decisions concerning use of extracurricular duties and determination of staffing, duties and performance of such positions;

L. To make and implement experimental or pilot programs and decisions concerning use of technology to deliver educational programs and services and staffing to provide the technology;

M. To take action on any matter in the event of an emergency;

N. The Employer shall have the right to make or change and enforce any reasonable work rule, policy or practice not inconsistent with this agreement. Any dispute raised by the Union about whether any such rule is inconsistent with this Agreement may be challenged by the Union under article XII of this Agreement.

O. To take action or to amend, modify or rescind any work rule, policy or practice on any matter in the event of an emergency or safety concerns or when failure to act would result in a violation of applicable law or possible cessation of operation of the School. If the modification results in a permanent change to working conditions, and, if requested by the Union, the employer agrees to negotiate the modification in a timely manner.

P. To have the exclusive right to hire, suspend, promote, appoint, demote, discipline, discharge, direct, and schedule the work force;

Q. To create, combine or abolish job classifications and to determine job content descriptions and qualifications.

The exercise of the Employer's powers, rights, authority, duties, and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

The Employer's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the Employer's right to exercise such power, function, authority, or right in a different manner, or preclude the Employer from exercising such power, function, authority or right in the future.

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. During the course of normal business, the Employer may find it necessary to change school policy or school operations. When the Employer wishes to make a change to its current policy or practice and that change would alter the legally mandatorily negotiable conditions of employment for bargaining unit members, the Employer shall notify the Union of such changes. After being notified by the Employer of proposed changes to the legally mandatorily negotiable conditions of employment, the Union at its discretion may accept the proposed changes, or may order the proposed changes be sent to the Labor Management Committee for the process outlined in article XIV of this agreement.

## VI. SAFETY

The parties recognize the importance of providing a safe environment for students and staff. In recognition of this, both the Employer and employees agree to adhere to safety regulations as dictated by Federal and State agencies as well as those set forth in the Employer's policy. Employees shall immediately report any unsafe work condition within the School or related to their position. The Employer shall provide assistance to employees, when possible, to prevent injury and/or loss of property.

In matters of safety and wellness that arise because of a particular natural disaster, virus, or public health matter, the school's operational plan will follow the most cautious of school district, city, or state regulations. When matters fall under the Center for Disease Control or the Federal Emergency Management Agency, guidelines from those agencies will be given operational priority.

## VII. UNION RIGHTS

### Bargaining Unit Representatives

The Union will provide in writing to the Board President the names of up to four bargaining unit members serving as Union Representative. No Union Representative will be recognized by the Employer unless such written designation is made by the Union to the Head of School and Board President. The authority of the Union Representatives so designated by the Union shall include presentation of grievances in accordance with the provisions of the Grievance Procedure and the transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers. Any authorized Union Representative shall have the right of access to a designated bulletin board no less than 4' x 4' in the faculty lounge as well as employee mailboxes and email systems. The Union Representative shall provide to the administration copies of all notices to be posted prior to posting on the bulletin board. All posted materials shall be subject to the Employer's policies and procedures.

The Employer has a right to monitor physical access, mailboxes, emails, and all communications on its premises at any time. Neither employees nor the Union has any legitimate expectation of privacy in any communication on or over any Employer system. The Employer reserves the right to disable or suspend the Union's use of its systems and facilities during the pendency of any labor dispute with the Union.

Upon arriving on the work site, the Representative shall notify the administration of his/her arrival. Representatives shall not in any way interrupt any employee's duties or assignments.

The Representative may contact employees before and after employees' hours of service or during lunch and duty-free periods.

Union officials who are not employees of the school may request admission to the school to meet with members of the bargaining unit as provided in this Agreement and outside of class periods.



### Union Dues Collection

Upon receipt of a signed union authorization card indicating the consent of the employee involved, the Employer shall deduct from the employee's pay the dues payable by him or her to the Union during the period provided for in said authorization. The Union shall inform the Employer in writing of the amount of dues to deduct from each member prior to the first pay period fifteen (15) days after ratification of this agreement, and shall also notify the Employer of any change in the rates of membership dues in writing.

Deductions shall be made from the first pay cycle fifteen (15) days after receipt of the authorization and from each subsequent check unless countermanded by the employee in writing to the Employer. The Employer shall forward copies to the union of any documents in writing submitted to the Employer the next time at which deductions are remitted.

All dues deductions shall be remitted to the Union within fifteen (15) days after the beginning of the month following the prior month's deductions. The Employer shall furnish the Union with a record of those for whom deductions have been made and the amounts of the deduction.

Any employee wishing to discontinue payments of union dues shall furnish the Employer with notice in writing at least fifteen (15) days prior to cessation of withholdings.

The Union shall indemnify, defend, and hold the Employer harmless from any liability, loss, or expense arising out of any claim, suit, judgment, or attachment arising out of the application of this Article.

The Employer shall provide the Union with an updated list of employees when this Agreement is executed and within two weeks of every new hire. For new hires who are members of the bargaining unit and are being hired for the following school year, the information will be provided upon substantial completion of the new hire process for all positions or by June 15<sup>th</sup>.

### Information

Prior to each regular or special meeting of AAEE's Board of Directors, including committees of the board which are subject to open meeting laws, the Board shall post online the public agenda for the meeting and shall, to the extent they are available, email copies of the proposed Board reports listed on the public agenda to an email provided by the Union, the Parent Association, and the Alumni Board.

### Meetings

The Employer shall permit the Union to use building facilities for meetings for matters relevant to the Benjamin Franklin faculty and for professional development workshops during hours when school is open to faculty, subject to availability, but when classes are not in session.

During the orientation week prior to students' return, the Union will be given 30 minutes to address the faculty. During regularly scheduled faculty meetings, the Union will be given 5 minutes to address the attendees.

## VIII. ANNUAL PERFORMANCE REVIEW

- A. Teachers and Counselors
- B. All other members of the Bargaining Unit

### A. Teacher Evaluations

Classroom Observations - 80%	Evidence of Effective Teaching - 20%
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\*SLTs will continue to be required based on state regulations but the outcomes will not be a part of the teacher evaluation score for BFHS. Successful and timely entry of required SLT data into Compass CIS is still required.

#### CLASSROOM OBSERVATIONS (40% for each semester)

- Administration will observe all teachers for a minimum of one full class period (A/B day) in the first semester and one full class period (A/B day) in the second semester for a total of 180 minutes per year.
- Administration will provide an observation window of one-week for the fall observation and will provide no observation window for the spring observation. Teachers will be provided with notice of the observation week 48 hours prior to the start of the observation window.
- Teachers will provide a lesson plan for the one-week observation window in the fall semester on or before the first school day of the observation week by 8:00 a.m. During the spring semester, teachers will provide a lesson plan following the class observation.
  - The lesson plan will include lesson-specific student learning goals, the planned sequence of activities, the unit goal(s), and alignment with summative assessment tasks.
- Administration will provide timely feedback to teachers (within 15 school days) following each visit. This feedback will be written feedback and a conference.
- Administration will complete an evaluation rubric following each visit.
  - The teacher will score in the category for which they demonstrate a preponderance of indicators
  - An indicator within a category may be graded N/A if a teacher can offer an educationally sound reason for the absence in that lesson.
  - Observation Rubric: Adapted from TNTP Core Teaching Rubric

#### HOLISTIC ASPECTS OF AN EFFECTIVE TEACHER (20% over the course of the year)

1. Show evidence of your knowledge of content, set appropriate expectations, and plan for teaching and assessing students

- Teachers will submit semester plans to administration within 5 school days of the start of each semester. Administration will provide feedback to teachers in response to insufficient plans within 5 school days of the due date. After receiving administrative feedback, teachers will have 5 school days to revise and resubmit their semester plans. Administration will provide feedback to teachers within 5 school days of the due date. (10 %)
- 4 = Plans are complete, on time, and responsive to feedback  
 3= Plans meet one of the following descriptors:  
     Plans are incomplete.  
     Plans are submitted late.  
     Plans are not corrected after the first round of feedback.  
 2= Plans meet two of the following descriptors:  
     Plans are incomplete.  
     Plans are submitted late.  
     Plans are not corrected after the first round of feedback.  
 1= Plans meet all of the following descriptors or are not submitted:  
     Plans are incomplete.  
     Plans are submitted late.  
     Plans are not corrected after the first round of feedback.

2. Show evidence of your management and monitoring of student learning.

In an effort to increase transparency regarding teacher feedback, teachers will be asked to communicate in advance what form of feedback students can expect. Administration will monitor assignments given in Google Classroom and PowerSchool.

- Feedback to students - Once per year teachers will be asked to submit sample evidence of 2 assignments (one must be a summative assessment) for 4 randomly selected students. Administration will notify teachers of the four selected students by September 1st so teachers can maintain evidence. Teachers should provide feedback on assessments within a 4.5 week timeframe. (10%)
  - 4 = Feedback meets the teacher's outlined feedback plans for all eight documents (2 assignments for 4 students).
  - 3 = Feedback meets the teacher's outlined feedback plans for 75% of the eight documents (6-7 documents).
  - 2 = Feedback meets the teacher's outlined feedback plans for 50% of the eight documents (4-5 documents).
  - 1 = Feedback meets the teacher's outlined feedback plans for less than 50% of the eight documents (3 or fewer documents).

Annual Score: Observation Semester I (40%) + Observation Semester II (40%) + Semester Plan (10%) + Student Feedback (10%)

If a teacher's annual score is below a 2.5, they will enter into probationary status commencing the next school year and a teacher improvement plan will be developed.

B. Employee performance shall be evaluated in May. Social workers, nurses, special education teachers, and other non-faculty members of the Bargaining Unit shall be evaluated based upon an annual written plan developed before the school year begins by the employee and their immediate supervisor, in conjunction with the Director of HR that is fair and based upon professional standards.

Non teachers who receive a rating of at least 2.5 in their plan shall be deemed as having a satisfactory performance review. Less than 2.5 shall be deemed as having an unsatisfactory performance review.

An unsatisfactory performance will result in the employee receiving a Performance Improvement Plan. This will be developed by the employee, a union representative, their supervisor, and the HR Director, and will be implemented in the following semester with the goal of addressing the areas that resulted in an unsatisfactory review.

## IX. PROBATIONARY STATUS

All employees who have been employed by the Employer for less than two (2) years are considered probationary. Probationary employees may be subject to discipline up to and including termination or non renewal at the sole discretion of the Employer.

Employees will be evaluated on an annual basis, as laid forth in Article VIII. An employee shall become non-probationary after the completion of two (2) years employment. During probation an employee will be provided with coaching by an experienced, successful, Franklin teacher, and additional practice observations with feedback for the purposes of improving his or her performance. This process will occur in collaboration with Human Resources, unless the employee opts not to have Human Resources involved. Probationary employees may request in writing to opt out of coaching or additional observations or both, subject to the approval of the Academic Assistant Principal.

## X. PERFORMANCE IMPROVEMENT PLAN AND NON-PROBATIONARY REMEDIATION

Non-probationary employees who receive an unsatisfactory annual performance review shall be part of developing a Performance Improvement Plan. Employees in a Performance Improvement Plan must improve their performance as specified by the Performance Improvement Plan to remain employed.

The Performance Improvement Plan shall include the following:

- Areas of Improvement
- Corresponding Domains
- Evidence
- Demonstrable Goals
- Timeline for Implementation and Evaluation

Employee Responsibility  
Administrative Support  
Progress Monitoring

Non-probationary employees who receive an unsatisfactory annual performance review shall participate in developing a Performance Improvement Plan before the start of the next academic school year.

No PIP implementation can be shorter than one (1) year in length without prior approval by the non-probationary employee.

Any employee who fails to meet the PIP requirements may be subject to discipline up to, but not limited to, termination.

## XI. JUST CAUSE

No eligible member of the bargaining unit employed over two (2) years shall be disciplined or terminated without just cause. Just cause may include incompetence, neglect of duties or students, failure to perform including habitual failure to perform reporting responsibilities, unprofessional conduct, or an action, omission or condition that interferes with the performance of duties at a standard acceptable to the Employer. Discipline shall include formal reprimands in writing, suspensions with or without pay, discharges and terminations. An employee shall not be fined.

Federal or state laws may have different procedures for investigation, discipline, and due process. Otherwise, the general tenets of article XI and XII will be followed.

### Progressive Discipline

Any discipline shall be in accordance with the procedures for progressive discipline. The use of progressive discipline is intended to correct employee misconduct. Thus an employee will ordinarily receive verbal counseling before a written reprimand, and a written reprimand before being suspended. Moreover, a short suspension will generally precede a longer suspension and/or dismissal. However, in cases where an employee engages in serious misconduct, the School may skip some steps or even dismiss an employee, provided that just cause for the discipline imposed is established.

## XII. GRIEVANCE PROCEDURE

### Definition of Grievance

A grievance is defined as any difference, complaint or dispute between the Employer or by any individual member of the Bargaining Unit over the application, meaning or interpretation of this Agreement or conditions of employment.

### Purpose

The purpose of this grievance procedure is to secure, at the lowest possible level, solutions to the problems that may, from time to time, arise affecting the terms and conditions of employment. Both the Union and the Employer agree that these proceedings will be kept as informal and confidential as may be appropriate at each level of the process.

#### Investigation

Prior to Step 2 and upon the request of the Union Representative or her/his designee, the Employer shall provide the Union Representative with access to copies of all existing and available documents that are relevant to the allegations in grievance, including all documents supporting the Employer's actions, and shall supplement this production in a timely fashion if additional documents become available. Similarly, the Union will provide the Employer with all copies of all existing and available documents that are relevant to the allegations in grievance, including all documents supporting the Union's or employee's claims, and shall supplement this production in a timely fashion if additional documents become available. The Union President or her/his designee shall be accorded all the rights of the Union delegate in any school or unit.

#### Procedure

##### (a) Step 1: Informal Conference.

Prior to the filing of a grievance, the Grievant shall pursue an informal, professional approach with the object of resolving the matter informally no later than twenty (20) days from the occurrence of the event giving rise to the subject of the grievance. The request for informal conference will be sent to the Human Resources Director, who will then determine the appropriate Assistant Principal for overseeing the employee in the capacity described in the grievance. The Informal Conference shall be conducted with the Assistant Principal responsible for overseeing the employee, with a union representative and the Human Resources director present, unless the employee opts not to include the Human Resources Director. The Grievant shall clearly articulate the alleged violation(s) and desired remedy. The conference must be requested within twenty (20) school days following the act or condition which is the basis for the grievance or within twenty (20) days of when the Bargaining Unit employee or the Union should have reasonably known of the act or condition giving rise to the grievance. If the matter is not resolved within ten (10) school days of the informal conference, the Grievant may pursue the grievance to the Head of School as detailed in Step 2.

##### (b) Step 2: Head of School

The Grievant or Union Representative shall submit a concise summary of the grievance to the Head of School in writing within Fifteen (15) school days of exhaustion of Step 1. The Grievant shall submit a written statement clearly articulating the alleged violation(s) and desired remedy, the article or articles of the contract allegedly violated, and include any supporting documents or materials. The Head of School or her/his designee may choose to schedule a formal conference with the Grievant and Union Representative. In any event, a written memo stating the Head of School's decision along with the supporting reasons shall be furnished, with one (1) copy to the Grievant and one (1) copy to the Union Representative. This decision shall be given within ten (10) school days.

(c) Step 3: Board of Directors

If the grievance is not resolved at Step 2, the Union may appeal in writing to the President of the Board of Directors within five (5) school days of receipt of the written memo from the Head of School. Within fifteen (15) school days of receiving the appeal, the Board President, or her/his designee, may at her/his discretion facilitate a meeting to attempt to find an acceptable resolution. A written memo will be issued to the employee and the Union Representative within fifteen (15) school days of the occurrence of the conference by the Board President or designee. The Board President's decision shall be final in all cases not pursued to step 4 neutral third party.

(d) Step 4: Neutral Third Party

If the grievance is not resolved at Step 3, the Union may, within fifteen (15) school days after receiving the response, submit a notice of arbitration to the Head of School and Board President with a copy to the Federal Mediation and Conciliation Service (FMCS). The notice shall set forth the claim submitted for arbitration, the specific provision(s) of the Agreement involved, and the remedy sought.

The Union shall request the FMCS to process the grievance to arbitration in accordance with the Labor Arbitration Rules of the FMCS, which rules shall apply to all aspects of the arbitration proceeding. The arbitrator shall have no authority to add to, subtract from, fail to apply, alter, amend or in any way modify the terms and provisions of the Agreement. An arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth herein and any applicable limitation of law.

All arbitration hearings will be concluded within thirty (30) school days from the date submitted to FMCS. The arbitrator shall have one (1) month from the conclusion of the proceeding to issue the decision.

The arbitrator's decision shall be final and binding on the Employer, the Union and the Grievant. All costs for the services and fees of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be shared equally by the Employer and the Union. All other costs, except for release time for the Grievant(s) and witnesses, shall be borne by the party incurring them.

Time Limits

Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits or extended by mutual agreement will be treated as withdrawn grievances.

Time is of the essence and all effort should be made to expedite this process. Failure to comply with the time limits imposed in this policy will act as a bar to further steps unless the time limits at any step or for any hearing are extended by mutual written agreement of the parties involved at that particular step.

The Employer's failure to respond within the time limits shall not be found in favor of the Grievant, but shall automatically advance the grievance to the next steps.

#### No Reprisals

No reprisals or retaliation of any kind will be taken by the Employer against any Grievant, any party in interest, or any other participant in the grievance procedure by reason of such good faith participation.

### XIII. DUTIES, HOURS AND WORK YEAR

#### Work Day

Employees shall report by 7:55AM Monday through Friday. All bargaining unit members are expected to record their presence in the school time keeping system.

All faculty and staff may be required to work duty assignments which will be no more than 10 minutes prior to school or 10 minutes after dismissal except as otherwise provided here. Duty assignments shall be coordinated by the union.

#### Instructional Responsibilities/Planning Time

The employer recognizes the need for teacher planning time to maximize job performance. The Employer will provide all teachers with a minimum of one planning period of equivalent duration as a class, with the following exceptions:

Teachers teaching full course loads may be given the opportunity to replace one of their planning periods with a study hall assignment for additional compensation. Bargaining unit members will be given priority over non-bargaining unit members to opt for such assignments. In the case where fewer than 50% of teachers teaching full course loads accept such opportunities, the Employer may assign additional teachers as necessary to such study hall assignments until 50% of teachers teaching full course loads have accepted or been assigned to such study hall assignments. Every effort will be made to use teachers opting for such assignments before using teachers not opting for such assignments. Teachers teaching 6 courses will be compensated \$1,200 per semester and teachers teaching 5 courses will be compensated \$800 per semester for such study hall assignments. All full-time teachers will be provided with at least one planning period per two-day cycle of periods without exception. Teachers teaching full course loads who are given non-optional additional study hall assignments in a school year shall not be given non-optional additional study hall assignments during the following school year.

Further, all teachers are required to provide 60 minutes of scheduled office hours per week outside of regular class time for the purpose of assisting and tutoring students.

#### Work Year

The work year for newly hired 10-month employees begins 6 school days prior to the first day of school for students.



The work year for returning 10-month employees begins 5 school days prior to the first day of school for students.

The work year for 10-month employees shall end 1 school day after the last student day of the year provided they complete all required reporting.

#### Work Load

Student load (the number of students an individual teacher teaches in a given year) will be limited to 130 students for a full year course schedule (PE teachers will be limited to 185 students for a full year course schedule). This may be exceeded for one year with compensation at a rate of \$25 per student. With employee consent, this overload may be continued for an additional 1 year with continued compensation. Overloads cannot exceed 2 consecutive years without an employee request and Labor Management approval. For the purposes of this count students in Study Halls and Home Rooms will not be included.

Course load will be limited to three (3) preps, with an additional \$1500 salary compensation for a fourth prep. Language classes and Physical Education, and electives will be granted an additional prep before compensation is required and will result in an additional \$1500 for a fifth prep. Additionally, a teacher can only be assigned two new preps per year. (A new prep is defined as a course a teacher has not taught in the two prior years.) Non-probationary teachers may waive these compensation structures with Labor Management oversight. The Employer must approach Labor Management before asking a probationary teacher to teach additional preps. For the purposes of this count, Math Lab, Writing Center, Study Hall, and 9th Grade Seminar will not count as additional preps. Additionally, gifted and honors courses will not be counted as different preps. For electives and PE courses, courses that run concurrently during the same block will not be counted as different preps. Teachers split between departments will be counted in the department where the majority of their classes fall.

#### Duty Free Lunch

The employer shall not assign duties to employees during lunch, except when an employee supervises students during the lunch period, the employee shall be provided a similar period of time during the day with no assignments.

#### Professional Collaboration

In an effort to address the teacher/parent/faculty relationship, the administration will encourage parent/teacher/faculty dialogue around issues in the classroom.

#### Additional Duties

All faculty and staff may be required to attend and perform work duty assignments during important events that are mutually recognized to be important to the maintenance and advancement of the school as determined by the Labor Management Committee. The events include open houses, parent teacher conferences, graduation, duty assignments which will be no more than ten minutes prior to school and ten minutes after dismissal or other meetings required by law.

Additional Bargaining Unit duties (other than coaching positions) which result in compensation will start with a two-year probationary period. At the end of the first two (2) years, the employee may be non-renewed for the position without just cause. During the year, or after the probationary period, the duties will be afforded just cause prior to discipline or removal. Every three (3) years after the end of the probationary period, a review process will be initiated by the Employer. At this time, the duty may be non-renewed without just cause. Positions which are already filled at the time of the ratification of this contract will have a one year probationary status, allowing for Employer review at the end of the first year following the ratification of this contract. Any employee that has duties removed must be provided with a written statement justifying the removal, in which the Employer will have wide latitude. Additionally, Labor Management must be notified prior to any removal.

#### Coaches

Coaching vacancies shall be filled with the most qualified candidate. Teaching experience at Franklin shall be an element of the scoring rubric. Existing Franklin teachers who meet advertised qualifications shall have a 10% increase on the scoring rubric to reflect the value placed on Franklin teachers.

Coaches shall not be assigned morning or afternoon duty supervision during the playing season in which they are coaching.

Coaches shall not be required to attend after school faculty meetings when a faculty meeting conflicts with a game.

Head coaches have discretion over the appointment of assistant coaches with the approval of the Head of School. Approval will not unreasonably be withheld.

The Athletic Director and the head coaches will meet at the start of the school year in order to develop guidelines for the management and regulations governing teams. Such guidelines will be subject to the approval of the Head of School.

To the extent possible, all head coaches shall have their dedicated prep period the last period of the day.

Gym and practice times shall be coordinated between the head coaches and the athletic director. Priority will be given to teams that are in playing season.

#### Player/Coach Ratios

- A. Player numbers for the purpose of determining the number of coaching positions will be based upon student counts on the active team roster on the first official scrimmage. In the case of staffing reductions due to student counts, non-bargaining unit coaches will be removed first, then bargaining unit coaches,

and then head coaches if the entire sport has insufficient players for the season or is being eliminated.

- B. The Athletic Director shall determine in consultation with the team's head coach the minimum number of players in order to organize a team. As guidelines, a team should represent at least 1% of the total student enrollment for individual sports (golf, tennis, track, cross country, swimming), provide a sufficient "bench" to minimize players exhaustion, and be consistent with past player numbers for team sports (volleyball, football, basketball, soccer, baseball, softball). It is possible that the coach of a team with insufficient numbers could accept the assistant coach stipend.
- C. Team Sports shall have a maximum 12-to-1 player/coach ratio. For these sports the player/coach ratio shall apply to the varsity and junior varsity teams collectively, excepting those occasions where the Head Coach and Athletic Director deem an exception is needed for improved health and safety.
- D. Individual Sports shall have a maximum 15-to-1 player/coach ratio. For these sports the player/coach ratio shall apply to the varsity and junior varsity teams collectively, excepting those occasions where the Head Coach and Athletic Director deem an exception is needed for improved health and safety.
- E. Male and female participation shall be combined to calculate the player/coach ratios for these sports: cross country, track, tennis, swimming, and golf.

#### Coaching Compensation

- A. Head coaches of team sports (volleyball, football, basketball, soccer, baseball, softball) will receive a stipend of \$5500. Assistant coaches of team sports will receive a stipend of \$4000.
- B. Head coaches of individual sports (cross country, swimming, tennis, track and field, and golf) will receive a stipend of \$3000. Assistant coaches of individual sports will receive a stipend of \$1500.
- C. Following LHSAA guidelines, head coaches of teams that are allowed out-of-season work with student athletes will receive a stipend of \$350 per week not to exceed three weeks. There is no assistant coach stipend for out-of-season work.
- D. Additional pay for playoff games/matches/meets shall be \$200 per game for head coaches and \$165 per game for assistant coaches. Teams that combine male and female participation shall have one head coach, with the number of assistant coaches as determined by the player/coach ratio.
- E. If a head coach wants additional or specialized assistant coaches, s/he may use the total salary amount determined by the player/coach ratio in order to hire assistant coaches at a rate different from A/B above.
- F. Head coaches are eligible for a 1.5% stipend increase following every year of satisfactory evaluations by the athletic director. Assistant coaches are eligible for a 1.5% stipend increase following every two consecutive years of satisfactory evaluations by the head coach.

## XIV. SCHOOL ENVIRONMENT

### Teacher Participation

The Parties agree that participatory leadership through workplace collaboration is an essential practice in excellent schools. The Employer and the Union are committed to ensuring participation in discussions that positively impact the students and learning community.

### Board of Directors Meetings

The Employer agrees to schedule and conduct all open meetings at times when the board members, parents, and teachers can reasonably attend.

### Board Committees

The Board of Directors encourages employee participation in its open meetings and open committee meetings. These board committees are created and serve at the pleasure of the Board of Directors. Board committees presently open to employee involvement include Strategic Planning, Facilities, Academic Policy, Marketing, Audit, and Finance. Employees are invited to attend and contribute.

### School Committees

Two committees will be established at BFHS with the goal of school improvement through increased teacher voice. These committees will be the School Leadership Committee and the Labor Management Committee. These committees will meet no less than once per month, so that they may present their recommendations to the full faculty at monthly faculty meetings. Minutes of each committee meeting will be taken and a copy of such minutes will be sent to the Board President within five (5) school days of each meeting. The committees may also present their recommendations as necessary at regular BFHS board meetings, in accordance with applicable rules. The School Leadership Committee and the Labor Management Committee will work in coordination with existing committees. This will further facilitate communication between the faculty, administration, and the board.

### School Leadership Committee

The School Leadership Committee will include at least one (1) representative chosen by the Union, and two (2) representatives by the bargaining unit; all department heads and three (3) representatives chosen by the employer, as well as the Human Resources Director. The Communications Coordinator shall serve as the recording secretary, without voting rights.

The purpose of the School Leadership Committee is to provide leadership to the school and to facilitate collaboration among all staff, administration, and management to support the inclusion of faculty voice in academic and operational decision-making. The Committee will meet at least monthly to discuss and recommend improvements in the operation of the school.

Recommendations shall be made in matters to include but not limited to: academic policy, discipline, school culture, development (fundraising), admissions, professional development, bell schedule and class scheduling, curriculum development, curriculum, including horizontal and vertical integration, common planning time, academic dishonesty, integrity, and health and safety issues.

#### Labor Management Committee

The Labor Management Committee shall consist of four (4) regular Union representatives and four (4) regular Employer representatives including the Human Resources Director.

The purpose of the Labor Management Committee is to discuss, explore, and study problems referred to it by the parties in order to facilitate communication between the Employer and the employees with regard to employment issues and the implementation of this Agreement, to foster a mutually beneficial relationship, and to maintain stable labor-management relations. The Committee shall meet at least monthly and shall be authorized, by mutual agreement of a majority of the members of the eight-person committee, to make recommendations on those problems which have been referred to it, discussed, explored, and studied.

Decisions made by the Labor Management Committee may be submitted to the Board of Directors or their designee(s) as a proposed Memorandum of Understanding, subject to ratification by both the Employer and The Union; however, the Committee shall have no authority to change, delete, or modify any of the terms of the existing Collective Bargaining Agreement, nor settle grievances arising under the Agreement.

#### Budget Committee

The existing budget committee is composed of administrative designees and one representative chosen by the Union. At the end of the current mission of the budget committee, as determined by the Employer, the Employer shall decide whether to continue the Budget Committee for another year, to discontinue the Budget Committee, or to continue the Budget Committee on a recurring basis. In the event that the Budget Committee is continued, the Union shall continue to be granted a representative.

#### Campus Accessibility

To better serve the students of BFHS and to assist teachers and help them be more effective with their instruction, teachers shall have access to their workspaces until 6:45 pm during the workweek. In addition, the School will be open to teachers one Saturday per month throughout the school year.

#### Workspace

In an effort to promote quality instruction, and to provide the support necessary, every staff member will have a guaranteed workspace which includes a lockable storage space. Floating teachers will be given access to appropriate workspaces with lockable storage outside of a classroom where instruction occurs.

#### Business Office Accessibility

The Employer will ensure that the business office is adequately staffed during lunch and after school in order to assist faculty.

#### Department Chair Selection Process

Department Chairs shall be nominated and elected by their respective departments by secret ballot. If there are more than two candidates, and none of the candidates reaches a majority, a runoff will be held between the top two candidates. In the event of a tie, the Academic Assistant Principal will vote to break the tie. Department Chairs shall continue to have a voice and vote on the Leadership Team.

## XV. COMPENSATION AND BENEFITS

### Compensation

The 2020-2021 salary scale shall continue in effect during the 2021-2022 school year, plus \$800 at each step as called for in SCR2. In the event that further legislation is passed raising salaries prior to a reopener, that shall be applied to the existing step levels as well.

2022-2023 salary scale shall be reopened for good faith negotiations between May 1, 2022 and September 1, 2022.

2023-2024 salary scale shall be reopened for good faith negotiations between May 1, 2023 and September 1, 2023.

2024-2025 salary scale shall be reopened for good faith negotiations between May 1, 2024 and September 1, 2024.

### Placement on the Salary Scale

Placement of employees on the salary scale shall be based on years of relevant experience and level of education. Salaries will be capped at 35 years, with increases only being provided when funded by the State Legislature, including the \$800 increase in 2021-2022. The MA+30 category shall be amended to include degrees considered terminal, including but not limited to MFAs, MBAs, MLSs, and MSWs. Any current employee with a terminal degree will be moved to the new salary category at the start of 2021-2022 school year.

### Benefits

The Employer will pay 100% of the employee's monthly premium up to \$630 (\$7,560 annual) for medical, dental and vision insurances. If the total of the medical, dental and vision insurance premiums exceeds \$630, the employer will review the renewal premium details and suggested Employer/Employee share with LMC for approval. The Employer will also pay 100% of the employee's monthly premium for short-term and long-term disability, accident death & disability, life and accident policies.

### Retirement

The Employer will continue to provide retirement benefits through the Teacher Retirement System of Louisiana or as provided by applicable law.

### Extra Duty/Stipends

Stipends for club sponsors shall be \$2000 per year, \$750 per year, and \$500 per year for performance teams, academic clubs, and service clubs, respectively, as specifically defined in the club sponsorship documentation maintained by the Coordinator of Student Activities.

Sponsoring an interest club will not come with a stipend. Club sponsors must follow the rules referenced in that documentation. Other extra duty pay and stipends shall continue in the

manner and amounts currently in effect for duties such as, but not limited to: after-school tutoring, summer remediation and orientation programs, coaching, department chair, detention, National Board compensation, professional development, PIP Salary, stipend compensation, substituting, and testing compensation. Gifted IEP stipends shall be determined by the number of students the teacher is assigned; teachers with 1-20 students receive a \$250 stipend, 21-40 students receive a \$500 stipend, 41-60 students receive \$750, and more than 61 receive a \$1000 stipend. Extra-duty pay and stipends shall be applied in a fair and equitable manner. Changes to existing stipends must be approved by the Labor Management Committee. The Employer shall determine extra-duty pay and stipends for newly created assignments. All extra duty shall be managed by the Employer or its designees.

## XVI. LEAVE PROVISIONS

### Personal Leave/Paid Time Off

All 10-month employees shall receive 10 paid time off days per school year to be used for illness or personal leave. All 11-month employees shall receive 11 paid time off days per school year. All 12-month employees shall receive ten (10) paid time off days as well as fifteen (15) vacation days per school year. Employees will be able to bank up to 5 unused days from year to year up to a maximum of ten (10) days.

### Sabbatical

Sabbatical leave for faculty shall be granted only on the basis of an approved plan designed to improve the professional performance of the applicant and benefit the institution. Proposals shall be granted for purposes of research or creative activity that will enhance the faculty member's academic and professional stature and contribute to the academic reputation of the school. Proposals will be approved by a committee including Academic Assistant Principal, Department Chair(s), HR Director, and Academic Advancement Coordinator. In the event of non-unanimity, deliberations come to the Head of School for his/her final decision. No more than one employee may take a sabbatical leave in an academic year.

A faculty member may become eligible for a sabbatical leave at the end of ten (10) years of full-time service from the initial date of full-time appointment at Franklin. Full sabbatical leave may be granted for a full academic year at 25% percent of the employee's salary. Employees would continue to receive bi-monthly paychecks, at the reduced rate, and full benefits for the length of the sabbatical. All time spent on sabbatical leave shall be excluded in determining years of service. A faculty member must return to full-time teaching for a full year following the sabbatical, or will be required to repay the cost of the salary and benefits.

### Family Leave

When an employee is qualified to receive and is granted Family Medical Leave in accordance with Employer policy and the Family Medical Leave Act, the employee shall be eligible to receive 60% of regular pay for a period of up to two weeks (the "Family Leave Benefit") per rolling period specified in the Employer policy. Employees who have conditions which qualify for receipt of short term disability benefits must satisfy the qualification period requirements to receive short term disability benefits.

### Bereavement Leave

All full-time employees are eligible for no less than five (5) paid leave days in the event of a death in their immediate family. The definition of immediate family shall be a parent, grandparent, sibling, child, in-law, spouse or domestic partner, or a member of the employee's extended family who was under the employee's immediate care.

### Jury Duty Leave

The Employer shall provide employees with paid leave to report for jury duty or for a court appearance in response to summons or subpoena. The employee must provide official documentation of jury service or a court appearance to obtain this benefit. Those employees dismissed from jury service before noon shall return to campus to complete the school day.

### Voting Leave

Employees are encouraged to vote outside of work hours. However, if the employee's work schedule does not provide the employee with four consecutive hours to vote while the polls are open, the employee will be granted two paid hours off in order to vote. The Employer reserves the right to select the hours the employee is excused to vote.

## XVII. HIRING/LAYOFF AND RECALL

### Job Posting

The employer will give prior notice of any opportunities for employment. The opportunity to rise in the organizational ladder within the school is valued. All current staff who meet all qualifications for a specific open position shall be interviewed for such vacant position. The Employer shall give notice to the union of all job postings as they occur.

### Hiring Committees

When recurring positions come open, any bargaining unit member is invited to submit their name to the Director of Human Resources for the purpose of being added to the hiring committee. Hiring for departmental openings will be managed first by a committee in that department. That committee will advance two (2) or three (3) acceptable candidates to the Head of School, Assistant Principals, Coordinator of Academic Achievement and Director of HR and DEI for final interviews and selection.

When a non-bargaining unit position is open, a union officer or designee will be invited to serve on that initial hiring committee.

### Layoff

Layoff is the separation of an employee or employees for lack of work or funds as determined by the Employer, without fault or delinquency on the employee's part. In the event that economic circumstances require layoffs, and prior to making any decisions regarding the layoff of any Bargaining Unit Members, the parties agree to notify the Labor Management Committee for the purpose of avoiding or minimizing such layoffs and to develop equitable criteria for determining



which unit members will be subject to such layoffs. Ultimately, any layoff policy or procedure must be approved by the governing Board of Directors.

#### Recall

The parties agree that an employee who has been laid off shall maintain recall rights to their position for the remainder of the school year in which the layoff took place and for the following academic year.

### XVIII. NO STRIKE / NO LOCKOUT

During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes, sympathy strikes, secondary strikes, slowdowns, or unlawful picketing, boycotts, or cessation of work that interferes with the Employer's operations. Any employee who violates this provision shall be subject to disciplinary action, including discharge, and such action may not be raised as a grievance or be subject to the arbitration provision of this Agreement, except on the issue of employee participation. Any claim, action or suit for damages which is commenced by the Employer as a result of the Union's violation of this Article, shall not be subject to the grievance and arbitration provisions of this Agreement. If any of the acts of conduct prohibited herein, above, occur during the term of this Agreement, or any written extension thereof, the Employer shall not be required to discuss, negotiate, hear or rule on any problem or grievance related to such acts, until such time as the prohibited acts are discontinued. The Employer will also be allowed to notify the public as well as all employees covered by this Agreement (including but not limited to registered letter, media and newspaper announcement in the Orleans Parish, New Orleans area) that the employee's activity is unauthorized in violation of this Agreement and each employee should resume work at the school.

The Employer agrees that it will not lock out employees during the term of this Agreement or during any extensions of this Agreement.

### XIX. MISCELLANEOUS

#### Severability

If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect and the Parties to the Agreement shall meet within ten (10) days for the purpose of reopening negotiations on the unlawful provision(s).

#### Grants

Grants that relate to academic programs and that include the opportunity for additional compensation, will align with the Employer's current schedule of extra duty stipends.

#### Successors and Assigns

The Employer shall not seek any merger, consolidation, transfer of assignment, change in legal status or management that would affect the provisions, terms or obligations contained in this agreement unless required by its chartering authority or applicable law. This Agreement shall be binding upon the successors and assigns of the parties hereto.

**Reopener**

Upon mutual agreement of the Union and the Employer, specific sections of the contract may be opened for revision. 2022-2021, 2023-2024, and 2024-2025 salary scale shall be reopened as described in Article XV.

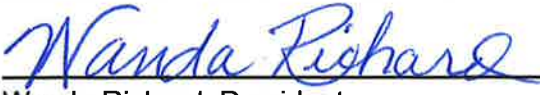
**XX. DURATION**

This Agreement becomes effective on the 1st day of July, 2021 and shall continue in full force and effect until its expiration date on the 30th day of June, 2025. The Agreement shall be automatically renewed from year to year thereafter unless either party gives notice, in writing, to the other party at least ninety (90) days prior to the expiration date of this Agreement, or the expiration date of any renewal period, of its intention to change, modify or terminate this Agreement. Where such notice is given, then the parties shall endeavor during the said (90) day period to negotiate an Agreement and if none is reached, then this Agreement shall terminate and come to an end, unless otherwise agreed to by the parties.

ENTERED INTO on this, the 18<sup>th</sup> day of August 20<sup>21</sup> in New Orleans, Louisiana.

  
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Alea Morelock Got, President  
Board of Directors  
Advocates for Academic Excellence in Education, Inc.

  
\_\_\_\_\_

Wanda Richard, President  
United Teachers of New Orleans

**AGREEMENT**  
*between the*  
**Jefferson Federation of Teachers**  
*and the*  
**Jefferson Parish School Board**

**INTRODUCTION**

With the goal of keeping student achievement first, this Agreement is the product of 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 and respected.

We commit to the education of our students and the success of our district. The changing nature of education is reflected in this Agreement.

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

**Article I – Recognition**

This collective bargaining agreement (“Agreement”) is entered into by and between the Jefferson Parish School Board (“Board”) and the Jefferson Federation of Teachers (“Federation”) for the purposes of bargaining collectively for the following categories of full-time personnel whether under contract or on leave: teachers, counselors, librarians, speech therapists, social workers, educational diagnosticians, school psychologists and nurses (hereinafter referred to collectively as “teachers” or “teacher”).

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, however, no right in this agreement shall be denied to any teacher working for the board based on their membership or non-membership in the JFT.

**Article II – Working Conditions**

The teacher shall be provided with class rosters prior to the first student attendance day.

The teacher shall be provided with all reasonable and appropriate equipment and materials needed to implement the educational program at schools and/or support the academic development of the teacher’s students.

The teacher shall be permitted to prepare his/her classroom prior to the first work day of the school year.

The teacher shall be given at least three (3) days advance notice of faculty meetings held outside the school day as set forth in Article III below. A teacher’s attendance at any faculty meeting may be waived by the principal for good cause. Advanced notice shall not be required for emergency meetings called at the discretion of the principal.

The Board agrees to work collaboratively with school based administrators and the Federation to implement professional development for all teachers.

The Board agrees to pay teachers a minimum of twenty-five dollars (\$25.00) per hour to attend mandatory in-services or professional development workshops, when held outside the normal work day as set forth in Article III below, payable in the pay period immediately following the in-service and/or professional development session.

### **Article III – School Day**

The duration of the work day for teachers shall be seven and one half (7.5) hours, inclusive of a 30 minute, duty-free lunch period, as provided in Article VI, below.

### **Article IV – Recording Teacher Attendance**

A school based teacher shall place only his/her initials on the appropriate attendance roster for recording attendance and the timeliness of arrival but shall not be required to sign out at the end of the work day. Using the designated time-keeping procedures, teachers are required to sign out, and sign back in, if they leave campus during the work day for personal, non-work related reasons. Itinerant teachers shall be required to sign-in with the time of arrival and sign back out at the time of departure using the designated time-keeping procedure.

In the event that the District transitions to a biometric timekeeping system, teachers shall be required to sign in at the start of the work day and sign out at the end of the work day, and as otherwise required under this section.

### **Article V – Planning Time**

All teachers shall have an uninterrupted planning and preparation time each day equal to the length of a daily class period. The planning and preparation time shall be duty free unless circumstances clearly make it unfeasible and no other alternatives exist to rectify the problem. The planning and preparation time shall be used judiciously and appropriately and may include collaborative planning, grade level/departmental meetings, professional development and study groups, provided such shall occur no more than twice each week.

### **Article VI – Duty**

The teacher shall receive an uninterrupted thirty (30) minute duty-free lunch period each full day. On those days when students are not in attendance at lunch time (e.g. exam days, parent conference days, records days, etc.) teachers shall be given one (1) hour of duty-free lunch.

Duty shall not exceed more than thirty (30) minutes per day and shall be assigned on a fair and equitable basis. The duty schedule shall be reviewed and adjusted, as needed, every nine weeks.

### **Article VII – Evaluations**

Prior to the first cycle of observations, and as needed during the school year, an in-service will be provided to teachers regarding classroom walk-throughs, observations, the NIET rubric, Student Learning Targets and evaluations for the purpose of ensuring that teachers understand the performance evaluation process and the criteria upon which their performance will be evaluated. For purposes of Article VII, “in-service” shall mean a virtual or in-person meeting with teachers conducted by administrators at the District or school level that includes discussion of the topics described in this section.

### **Article VIII - Lesson Plans**

A school-level committee that includes, at a minimum, one teacher and one administrator, shall develop a lesson plan format for the school. The format must include all of the lesson plan components required by the District and is subject to approval by the principal.

### **Article IX - Teachers As Substitutes**

During the period of this Agreement, the District will compensate teachers at a rate of \$17.50 per hour in 30-minute increments at any time that a teacher is required to cover a class during their planning period.

### **Article X – Teacher Supplies**

Teachers shall be reimbursed \$100.00 per semester for teaching materials/registration fees for pre-approved conferences/workshops, including sales tax. A teacher who does not expend his allocation or any part thereof for

the 1<sup>st</sup> semester shall be permitted to spend it during the 2<sup>nd</sup> semester. Reimbursement shall occur promptly but no later than 20 work days following submission, provided receipts were furnished with all expenditures fully documented. Receipts must be submitted no later than the last business day of April in the year in which reimbursement is claimed.

#### **Article XI - Class Size**

Absent extenuating circumstances, the School District shall comply with class size requirements stated in BESE Bulletin 741.

#### **Article XII – Salary, Benefits & Leaves**

##### **Salary**

Teachers shall be compensated in accordance with the Board-approved salary schedule as reflected in Appendix A, which appendix shall be considered automatically updated at any time that the School Board approves a new salary schedule during the pendency of this Agreement. Salary increases bargained by the Federation shall be in addition to any salary increases awarded by the State Legislature.

##### **Benefits**

The Board shall offer benefits for teachers including group health insurance coverage, dental coverage, vision coverage, ten thousand dollars (\$10,000.00) life insurance and access to other supplemental insurance plans.

##### **Leaves**

Teachers shall be afforded all leaves provided for in the School Board policy and as provided by law.

#### **Article XIII – Loss or Damage to Personal Property**

A teacher who suffers damage to his/her clothing (including eyeglasses) and/or to his/her automobile, if such damage occurs during the performance of his/her duties and where such damage is in no way attributed to or occasioned by the negligence of the affected teacher, shall be reimbursed 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 with all losses fully documented.

#### **Article XIV – Reprimand and Criticism**

The Board agrees that it is not in the best interest of the learning environment to reprimand or criticize teachers in the presence of teachers, employees, students and/or parents except in limited circumstances that may be required in the judgment of the principal to preserve or maintain the learning environment for students or as may be required at disciplinary conferences, grievance hearings and at hearings conducted by or at closed meetings of the School Board.

#### **Article XV – Complaints/Grievances**

A sincere attempt shall be made by a teacher to resolve any prospective grievance by discussing the same with the principal and/or other school based administrator prior to the involvement of any other party. For those grievances unrelated to school sites such shall be discussed with the immediate supervisor. Such attempt shall be a condition precedent to further procedures under this Article. If resolution cannot be achieved, the prospective grievant(s) shall schedule a formal appointment with the administrator whose action is being questioned and the principal to seek to resolve any remaining issues.

The Board agrees to ensure a fair and objective resolution of complaints and/or grievances that cannot be resolved after attempts at the school administrative level described above. Teachers shall have the right to appeal the violation of this Agreement, a policy and/or procedure affecting him/her without fear of restraint, interference, coercion, discrimination or reprisal regarding working conditions or other employment related matters, other than discipline of the teacher, including, if necessary, the right to a hearing before the superintendent or his/her designee, consistent with the complaint and appeal procedure contained in Section GAE, Complaints and Appeals, as well as all other policies set forth in the Jefferson Parish School Board's policy and applicable State law.

The Board acknowledges that the purpose of the procedure is to secure, at the most immediate level possible, an

equitable solution to the claim of the aggrieved teacher.

The teacher may have a Federation representative at all stages of the appeal process except for the presentation of the initial grievance or complaint to the teacher’s principal/supervisor described in the first paragraph of this article.

**Article XVI – General Provisions**

**Distribution of Contracts**

The Agreement will be distributed to all members of the bargaining unit.

**Effect of Agreement**

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

Nothing in this Agreement shall prohibit any subsequent agreement between the parties affecting the employment of Jefferson Parish School System teachers.

**Article XVII – Federation Rights**

Authorized Federation representatives shall have the right to confer with teachers at work locations during times when teachers are free from any responsibility to supervise children or other duties, as determined by the principal or other school based administrators and provided that the conference take place outside the presence of students.

A teacher shall have the right to request and be allowed dues deduction for the Federation. Such dues deduction shall be taken from the teacher’s first paycheck following submission of the request.

The Board shall notify the Federation when a request is made for a list of the Federation’s members who have dues deducted from their paychecks.

**Article XVIII – Duration of Agreement**

The Agreement shall be effective on the date that it is fully executed and shall continue through June 30, 2024.

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Chad Nugent  
President  
Jefferson Parish School Board

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Kesler Cameese-Jones  
President  
Jefferson Federation of Teachers

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. James Gray  
Superintendent  
Jefferson Parish Schools

\_\_\_\_\_  
Sandra Hauer  
Executive Vice-President  
Jefferson Federation of Teachers

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Appendix A – 2021-2022 Teacher Salary Schedule\***

<b>Step</b>	<b>Bachelor</b>	<b>Masters</b>	<b>Mast +30 &amp; Higher</b>
0	\$47,800	\$48,300	\$48,800
1	48,300	48,800	49,300
2	48,800	49,300	49,800
3	49,300	49,800	50,300
4	49,800	50,300	50,800
5	50,300	50,800	51,300
6	50,800	51,300	51,800
7	51,300	51,800	52,300
8	51,800	52,300	52,800
9	52,300	52,800	53,300
10	52,800	53,300	53,800
11	53,300	53,800	54,300
12	53,800	54,300	54,800
13	54,300	54,800	55,300
14	54,800	55,300	55,800
15	55,300	55,800	56,300
16	55,800	56,300	56,800
17	56,300	56,800	57,300
18	56,800	57,300	57,800
19	57,300	57,800	58,300
20	57,800	58,300	58,800
21	58,300	58,800	59,300
22	58,800	59,300	59,800
23	59,300	59,800	60,300
24	59,800	60,300	60,800
25	60,800	61,300	61,800

*\*Includes Millage Salary Increase & 2019 and 2021 State Salary Increase. See JPPSS Website for Possible Additional Supplements.*

**Appendix B – Extra-Curricular Sponsors**

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

**Appendix C - Coaches**

<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	Football, Freshmen	IV
Baseball, Assistant	IV	Football, Head	I
Baseball, Head	II	Football, J.V., Head	III
Basketball, Assistant/JV	IV	Golf	VII
Basketball, Head	II	Gymnastics	VI
Bowling	VII	Indoor Track	VII
Cheerleader	IV	Softball, Head	II
Cross Country	VII	Softball, J.V.	IV
Dance	IV	Soccer	II

First Responder	II	Swimming	VI
Flag	IV	Tennis	VI
Football, Assistant	III	Track, Assistant	IV
Track, Head	II	Volleyball, J.V.	IV
Track, J.V.	IV	Wrestling, Assistant	IV
Trainer (certified)	\$400/year + II	Wrestling, Head	II
Volleyball Head	II	Special Olympics	VI

MIDDLE SCHOOL

Athletic Director	VI	Softball	V
After School P.E.	VI	Tennis	VII
Baseball	V	Track	V
Basketball	V	Volleyball	V
Football, Assistant	V	Wrestling	V
Football, Head	IV	Special Olympics	VI

**Appendix D – Band Directors**

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

\* PK-8 band teachers fulfilling the duties a band director will be compensated on the middle school director pay scale.

**Appendix E – Certified Special Education Teachers Extra Compensation (This schedule applies to individuals who received a special education extra compensation on or before 6/30/2019):**

<u>Yrs. Exp.</u>	<u>Bachelor</u>	<u>Masters</u>	<u>Mast +30</u>	<u>Spec.</u>	<u>PhD/EdD</u>
0	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
1	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
2	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
3	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
4	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
5	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
6	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
7	1,000.00	1,000.00	1,000.00	1,000.00	1,024.80
8	1,000.00	1,000.00	1,000.00	1,013.70	1,058.00
9	1,000.00	1,000.00	1,019.30	1,052.50	1,091.30
10	1,000.00	1,024.80	1,058.00	1,091.30	1,124.60
11	1,000.00	1,058.00	1,096.90	1,130.00	1,157.80
12	1,000.00	1,058.00	1,135.60	1,168.80	1,191.00
13	1,000.00	1,058.00	1,135.60	1,168.80	1,191.00





**Collective Bargaining Agreement between**  
**Morris Jeff Community School**  
**And**  
**United Teachers of New Orleans**

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## **PREAMBLE**

To “offer an education that is a source of freedom and possibility for children” is no small task, and the Morris Jeff United Educators along with the United Teachers of New Orleans seek to work in partnership with the school administration and board to accomplish this goal. By providing the highest quality education to ensure all children achieve their maximum potential, MJUE/UTNO strives toward excellence through collaboration, consensus and long-term, solution-driven strategic planning.

MJUE/UTNO aims to provide a paradigm for communication between teachers, administration, the board and community members of Morris Jeff Community School. In addition, MJUE/UTNO hopes to be a model in New Orleans of how teachers can have a voice that is valued in the growth, development and sustainability of a successful charter school.

Morris Jeff Community School can accomplish its goals of permitting students to “develop their talents fully, [and] become effective citizens in our democracy” through thoughtful, collaborative dialogue between educators, the administration and the board. The collective bargaining agreement will allow Morris Jeff students the best possible pathways to “attain the foundation they need to excel at high school, college, and beyond.” By building a relationship between the union, the administration and the board, the Morris Jeff mission can be fully realized, implemented and achieved.

In keeping with the Morris Jeff core values, we agree to these essential agreements:

- To be open-minded to show respect and consideration for new and existing ideas and practices;
- To respectfully and honestly communicate;
- To trust that all parties are motivated by students’ best interests;  
and
- To respect and value the differences between us.

## **ARTICLE I –PURPOSE**

The purpose of this agreement is to promote a harmonious relationship between faculty and administration while seeking excellence for our students by establishing

methods, policies, procedures, and organizational structures that allow the parties to work collaboratively for the benefit of our students and the long-term health of Morris Jeff Community School.

## **ARTICLE II – AGREEMENT**

### **A. Parties**

This Agreement (“the Agreement”) is made and entered into this \_\_\_\_ day of January, 2020, by and between the Employer and Union. The “Employer” and the “School” shall be understood to be Morris Jeff Community School, and shall be referred to in this Agreement as “the Employer.” The Union shall be understood to be the United Teachers of New Orleans, Local 527, LFT, AFT, AFL-CIO, the exclusive representative which together with its officers and representatives shall be referred to in this Agreement as “the Union,” for the purpose of negotiating terms and conditions of employment for the professional bargaining unit defined herein.

### **B. Negotiations**

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by applicable law and from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. No rights or obligations created by or arising out of, this Agreement shall survive its termination.

In the interest of conducting more efficient negotiations and other Union-Employer interactions, the Union and the Employer agree that each will send no more than ten (10) representatives to any future in-person meetings(s) during which the terms and conditions of the Employees’ employment or any individual Employee’s employment, are discussed or negotiated.

### C. Entire Agreement

This Agreement shall constitute the entire contract between the Employer and the Union and shall supersede and replace all other obligations or agreements, whether written or oral, expressed or implied between or concerning the Employees and the Employer, except as otherwise expressly and specifically provided in this Agreement. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and duly executed by the parties.

No one or more provisions of this Agreement may be interpreted to provide a meaning not expressly set out in this Agreement or to deny the Employer the right to do anything not forbidden by the Agreement in specific language.

## **ARTICLE III – RECOGNITION**

### **A. Bargaining unit employees**

The Employer recognizes the United Teachers of New Orleans, Local 527, LFT, AFT, AFL-CIO (“UTNO”) to be the exclusive collective bargaining agent for all School employees in the following classifications: Teachers, Teaching Assistants, and Professional Student Support Staff. Professional Student Support Staff includes the following positions: Librarian, Nurse, Speech Therapist, Disciplinary Assistant and School-based Substitute Teacher (hereinafter “Employees”).

### **B. Non-bargaining unit employees**

All administrative, supervisory, managerial, clerical, maintenance, guards/security, confidential and temporary employees, short-term substitute teachers, and any other employees not specifically described in the foregoing paragraph, as well as any independent contractors who are employed by other entities and assigned to the School, are expressly excluded from the unit that is represented by UTNO. The excluded group includes but is not limited to the following positions:

1. Head of School;
2. Principals and Assistant Principals;
3. Directors of Finance, Communications, Development, Elementary, Middle School,

Student Support Services, Counseling;

4. Dean of Students;

5. Coordinators (PYP, MYP, DP, TAP, 504/RTI);

6. Assistant Dean of Students;

7. Managers (Operations, Data, Technology, Accountant);

8. School Secretary.

9. Temporary Employees

A temporary employee is one who is hired for an academic school year or less and is so informed at the time of hire. Typically, a temporary employee is one (a) who is hired to perform duties related primarily for a special project, or (b) who is hired primarily to replace an employee who is on vacation or leave of absence. An employee may be rehired as a temporary employee for a second academic year and retain the temporary status.

**C. Exceptions Regarding Certain Bargaining Unit Employees**

In recognition of differences in compensation and duty requirements for Employees who are employed in the position of school nurse or speech therapist, these Employees shall not be governed by several provisions of this contract, provided that they have received alternate terms in writing and have agreed in writing to the same. Specifically, they may agree to alternative terms for:

Article XII Duties, Hours and Work Year

A. Work Day

C. Additional Duties

E. Substitutes

Article XV Compensation

Appendices A, B and C



## **ARTICLE IV – ACADEMIC FREEDOM**

It is the intent of the parties to assure that Teachers enjoy academic freedom in the schools. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program and IB Curriculum, as determined by normal instructional and/or administrative procedures and as finally approved by the administration of the Employer. Academic freedom shall also mean that Teachers shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their areas of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner, and assuming that all discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable, and be subject to the standards of good taste.

It is the intent of the parties that this Article shall not apply to routine differences of opinion or disagreements among the Teachers or between Teachers and the Administration regarding curriculum, methodology selection or materials, or conduct of classroom teaching, and shall not apply to criticisms and critical analysis resulting from the normal evaluation of classroom teaching performance, but shall be utilized only to process claims that academic freedom, as defined in the paragraph above, has been clearly and positively breached by some specific, definite act or order of the administration of the employer.

Notwithstanding anything stated in this Article, management retains the sole and exclusive right to determine the curriculum, curricular resources and the standards and parameters thereto. However, no purchase of new curriculum materials or resources will be made without consultation from the relevant Department Head or Grade Level Leader, provided that such a position is staffed at the time of the proposed purchase.

## **ARTICLE V – NON-DISCRIMINATION**

A. The School and the Union each agree that neither will discriminate against any employee because of race, color, religion, creed, sex, gender, sexual orientation, gender identity, national origin, union or nonunion membership, age provided for in the Age Discrimination Employment Act, or any other legally protected characteristic or activity.

B. Neither the School, the Union, nor any employee shall discriminate against,

harass or coerce any employee because of his membership or non-membership in the Union, or otherwise interfere with the right given by law to employees to participate in union activities or to not participate in union activities as they choose.

## **ARTICLE VI – EMPLOYER RIGHTS**

Except as otherwise specifically provided in this Agreement, the School retains the right to exercise all of the rights and functions of Management.

**Employer Rights** The Employer retains all powers and authority to direct, manage and control the School, except to the extent that any such power or authority is expressly contrary to any provision of this Agreement, or applicable law. These powers include, without limitation, the following:

- A. To determine the School's mission, goals, program design and methodologies for fulfilling them;
- B. To take such steps as are necessary or appropriate to fulfill the School's contractual obligations to its authorizer, any other State, Federal or Local authority that may have authority over the School or to which the School may have an obligation, and under applicable law;
- C. To establish educational policies with respect to admitting and educating students, including without limitation methods for ensuring the rights and educational opportunities of all students;
- D. To determine staffing patterns and design, and to make any decision to lay off or reduce its workforce;
- E. To determine the number and types of Employees and other personnel required to operate the School;
- F. To operate the School's campus(es), including creating, moving or modifying facilities;
- G. To determine and implement all financial and accounting policies and

procedures, including methods of raising revenue, reserving assets and determination of budget, expenditures, and reserves;

H. To contract with any third party for one or more services otherwise performed by Employees, including without limitation the procedures for obtaining such contract and the identity of the third party;

I. To determine class size, class rosters, class staffing and assignment, curriculum, class schedules, academic calendar, hours and places of instruction, appropriate discipline for students, and student assessment policies;

J. To determine working time for Employees, including without limitation school meetings, assigned duties, professional development sessions, and extracurricular activities;

K. To determine Professional Development requirements;

L. Assignment of regular and additional duties to Employees according to the needs of the School as determined by the Employer except as otherwise provided in this Agreement;

M. To make and implement decisions concerning the use and staffing of experimental or pilot programs and decisions concerning the use of technology to deliver educational programs and services and staffing to provide the technology;

N. To have the exclusive right to hire/rehire, suspend, promote, appoint, demote, direct, transfer, assign and schedule Employees;

O. To set standards of quality, performance and efficiency for Employees;

P. To create, combine or abolish job classifications, positions, and departments, as well as the determination of job descriptions, qualifications, and compensation for any new positions created;

Q. To make or change and enforce any work rule, policy or practice not inconsistent

with this Agreement. Any dispute raised by the Union about whether such rule is inconsistent with this Agreement may be challenged by the Union under the Grievance Procedure of this Agreement.

R. To establish safety, health and property protective measures; and

S. To take action on any matter in the event of an emergency.

The enumeration of the foregoing specific Employer rights shall not be deemed to exclude other management or administrative rights not specifically enumerated; and any other power, function, authority and right relating to the management or administration of the School and the direction of the workforce that is not specifically abridged, delegated, or modified by this Agreement, whether or not the Employer has made use of such power, function, authority and right prior to execution of this Agreement, is hereby specifically retained by the Employer.

The exercise of the foregoing powers, rights, authority, duties, responsibilities by the School, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and to the extent such specific and express terms are in conformance with law.

The employer rights as above set forth shall not be subject to impairment by any arbitration award or any other provisions of this Agreement, except to the extent they are specifically limited by specific provisions of this Agreement.

## **ARTICLE VII – UNION RIGHTS**

### **A. Access**

Union representatives who are not Employees may request entry to the School's premises outside of class periods and other working time. Duly authorized Union representatives whose names have been provided to the School in advance will not be unreasonably denied access to the School.

The Union shall notify the Employer in writing of any duly authorized Employee and non- Employee Union representatives. Union officials, agents, stewards or other

representatives will not neglect their work or interfere with the work of any School employee, including employees outside the bargaining unit.

## **B. Bulletin Board and E-Mails**

Any Employee Union representatives shall have the right to post notices of Union matters on a designated bulletin board in the faculty lounge. Such representative shall provide to the Head of School, or his/her designee, copies of all notices before posting on the bulletin board. The School will not prevent the Union from sending e-mail messages to Employees at their school e-mail address. All posted materials and e-mails shall be subject to the Employer's policies and procedures.

## **C. Union Dues Collection**

Upon the receipt of a signed Union authorization card from an Employee indicating his/her consent, the Employer shall deduct from the Employee's pay the dues payable by him or her to the Union during the period provided for in the authorization card. The Union shall inform the Employer in writing of the amount of dues to deduct from each member prior to the first pay period fifteen days after ratification of this Agreement, and shall also notify the Employer of any change in the rates of dues in writing.

Deductions shall be made from the first pay cycle fifteen days after the receipt of the authorization and from each subsequent check unless countermanded by the Employee in writing to the Employer. The Employer shall forward copies to the Union of any countermanding documents submitted in writing to the Employer by the date of the next time at which dues are remitted to the Union.

Dues deductions shall be remitted to the Union by the fifteenth (15) day of the month after the month during which they were deducted. The Employer shall furnish the Union with a record of those for whom deductions have been made and the amounts of the deductions.

The Union shall indemnify, defend, and hold the Employer harmless from any liability, loss, or expense arising out of any claim, suit, judgment, or attachment arising out of the application of this Article.

The Employer shall provide the Union with an updated list of Employees when this

agreement is executed.

#### **D. Recruitment**

The Employer shall provide the Union with thirty-minutes of professional development time at the beginning of each school year to address the bargaining unit. During this time, the Employer will not be present.

### **ARTICLE VIII – PROBATION AND DUE PROCESS**

#### **A. Probationary Status**

All Employees who have been employed by the Employer for less than two (2) full school years are considered probationary. Probationary employees may be laid off, transferred, demoted, disciplined or terminated with or without cause.

An Employee shall become non-probationary on the first day of the school year following the Employee's completion of two (2) full school years of employment with satisfactory/proficient evaluations.

#### **B. Just Cause:**

No non-probationary Employees shall be disciplined without just cause. Discipline shall include discharges, terminations, and formal reprimands in writing. An Employee shall not be fined.

#### **C. Progressive Discipline:**

For offenses that are not major violations but warrant discipline, the Employer will ordinarily follow a three-step progressive discipline process: verbal warning; written warning; and discharge. Just Cause for immediate discharge includes but is not limited to the following major violations:

1. Falsification of employment records, employment information or other School records;
2. Theft; an unauthorized possession of another's property
3. Damage or destruction of any School property or the property of any Employee or student caused by the Employee's intentional act, recklessness

or negligence;

4. Possession of any firearms or other dangerous weapons on School Premises at any time;

5. Possession, sale or use of any controlled substances (as defined in 21 U.S.C Chapter 13), on school premises or on School time or duties, unless authorized by a valid prescription;

6. Conviction of any felony or criminal harassment;

7. Failure to maintain necessary credential(s) required for the Employee's position;

8. Any inappropriate relationship, sexual harassment or sexual misconduct with a student or any minor, including but not limited to sexual touching, serious or repeated communications of an overtly sexual nature, action that could reasonably be interpreted as soliciting a sexual relationship, or possession or use of child pornography.

9. Incompetence;

10. Insubordination;

11. Disparaging the School, including any employees, students, or family members of students;

12. Neglect of duties or Students;

13. Working under the influence of any intoxicating substance, including alcohol, illegal drugs, and prescription medications for which the employee has no valid prescription, or a prescription medication that adversely affects an employee's performance (provided the employee was, or should have been, aware of the adverse effect);

14. Harassing, harming or threatening to harm a student, parent, employee, or other person with a relationship to the School;

15. Failure to report and accident or other incident affecting the health or safety of the Employee or of a student; and

16. Abandonment of position which shall mean absence for 2 or more consecutive school days without authorization from the School unless the School determines that the absence was due to an emergency.

The preceding list is not intended to be exhaustive, but it sets forth the seriousness of offenses warranting immediate discharge.

The School shall retain its authority to take all other disciplinary action against employees whether probationary or non-probationary at its sole discretion.

The failure of the Employer to invoke the strictest discipline for an infraction on one occasion shall not affect the right of the Employer to invoke a different or stricter discipline for a later or different infraction of the rule.

#### **ARTICLE IX – SAFETY**

The parties recognize the importance of providing a safe environment for students and staff. In recognition of this, both the Employer and Employees agree to adhere to safety regulations as dictated by federal and state agencies as well as those set forth in the Employer's policy.

Employees shall immediately report, in writing if circumstances allow, any unsafe work condition within the School or related to their position. The Employer shall provide assistance to Employees, when possible, to prevent injury and/or loss of property.

#### **ARTICLE X – GRIEVANCE PROCEDURE**

The parties to this agreement are committed to ensuring that any disagreements are resolved through a productive process that ultimately benefits the School, its Students, its Employees, and the Community.

##### **Definition of Grievance**

For the purposes of this Agreement, "grievance" means any dispute between the Employer and the Union or any Employee with respect to the alleged violation of a specific provision of this Agreement.



## Right to Representation

Employees are entitled to be accompanied by a Union Representative at any Grievance Meeting if they request that an available Union Representative attend.

## Investigation

The Union and the Employer recognize a mutual duty to furnish information relevant to grievances. If one Party sends the other a written request for information relevant to a grievance, the receiving Party will respond within a reasonable amount of time. Neither Party shall be required to supply information that is confidential or privileged, or to provide information that would impose an undue burden on the responding Party.

The procedure for the resolution of Grievances shall be as follows:

### Step 1: Informal Conference

The aggrieved Employee shall present any grievance to the Programme Coordinator, or the Director with authority over the Employee, who shall attempt to resolve the matter through discussion with the aggrieved Employee. The Grievant shall articulate the alleged violation(s) and remedy sought. The conference must be requested within fifteen (15) school days following the act or initial occurrence of the condition which is the basis of the grievance. The Programme Coordinator or the Director shall provide a response within 10 school days.

### Step 2: Head of School

The Grievant or Union Representative shall submit a concise summary of the grievance to the Head of School, or their designee, in writing within ten (10) school days of exhaustion of Step 1. The written summary shall detail the article(s) of the contract allegedly violated and include supporting documents or materials and the specific relief sought by the grievant. The Head of School or their designee may choose to schedule a formal conference with the Grievant and Union Representative. In any event, a written memo stating the Head of School's decision along with the supporting reasons shall be furnished within ten (10) school days, with one (1) copy to the Grievant, (1) one copy to the President of the School's Board of Directors, and one (1) copy to the Union Representative.

In no case may an Employee or Union representative present or discuss any grievance during work time without the specific and advance permission of the Employer.

Any grievance initiated by the Employer shall be presented to the Union at Step 2 of the grievance procedure, meaning that the parties shall follow the procedure set forth in the foregoing paragraphs except the Employer will be the party submitting a written grievance, and the Union will provide responses at Steps 2 and Steps 3.

### Step 3: Board of Directors

If the grievance is not resolved at Step 2, within seven (7) school days after the grievant receives an answer to the grievance or the time for answering has expired, the grievant shall request that the Board of Directors facilitate a meeting to attempt to find an acceptable resolution. Such request should be sent to the Board President or his/her designee in writing, and the Board will facilitate such a meeting within fifteen (15) school days of receiving the request or as soon as the Board is able to convene such a meeting. The Board President or his/her designee shall respond in writing no later than ten (10) school days of the meeting.

### Step 4: Neutral Third Party

If the grievance is not resolved at Step 3, then the party seeking resolution may, at its option, proceed to the next level, which is a request for arbitration. A written request for arbitration must be submitted with a copy to the American Arbitration Association, within ten (10) school days after receiving the Step 3 response. The notice shall set forth the claim submitted for arbitration, the specific provision(s) of the Agreement involved, and the remedy sought.

The aggrieved party shall request the AAA to process the grievance to arbitration in accordance with the voluntary labor arbitration rules of the American Arbitration Association for this proceeding. Date of mailing or hand-delivery shall constitute filing under this Article. The arbitrator shall have no authority to add to, subtract from, fail to apply, alter, amend or in any way modify the terms and provisions of the Agreement. An arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth herein and any applicable limitation of law.

If the parties cannot agree upon the designation of an impartial arbitrator, either party may within seven (7) school days following the request for arbitration, ask the American Arbitration Association to submit a panel of five (5) arbitrators from which to select the

arbitrator. To select the arbitrator, each party shall strike two (2) names from the list, and the remaining name shall be the arbitrator. The party requesting the arbitration shall make its strikes first.

The arbitrator selected from the list above shall hear the evidence presented by both parties in accordance with AAA Rules, and shall render his/her decision in writing within sixty (60) calendar days from the date of the hearing.

The arbitrator's decision shall be final and binding on the Employer, the Union and the Grievant. The fees and expenses of the arbitrator shall be paid by the party who loses the arbitration. The costs, if any, of a hearing room, shall be shared costs between the Employer and the Union.

Without mutual written agreement to the contrary, only one grievance shall be heard at any one arbitration hearing.

#### Time Limits

Grievances may be withdrawn at any step of the Grievance Procedure. Grievances not advanced within the designated time limits or extended by mutual agreement will be treated as withdrawn grievances.

The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

For the purposes of this Article, "school days" refers to every weekday when the school is not closed according to the latest school calendar between the "First day of school" and the "Last day of school for faculty and staff." Any grievance arising out of an event occurring less than ten school days prior to the "Last day of school for faculty and staff" must be presented no later than fifteen (15) calendar days after the "Last day of school for faculty and staff."

## **ARTICLE XI – PERFORMANCE REVIEW**

### **A. Performance Review**

Teachers are evaluated using the Teacher Advancement Program (TAP) rubric or Classroom Assessment Scoring System (CLASS), Student Learning Targets, and when applicable, the Value Added Model (VAM) from the Louisiana Department of

Education (LDOE), which result in a final COMPASS score. Administrators and mentor teachers observe teacher instruction periodically throughout the school year and follow the TAP or CLASS protocol for meeting with teachers after each observation to discuss the lesson, its strengths and areas of growth, and plan together for one strategy towards improvement on the next observation.

A Satisfactory/Proficient score under the COMPASS system is:

Highly Effective 3.5 - 4 (out of 4)

Proficient/Satisfactory 2.5 - 3.49 (out of 4)

Additional areas of performance to be evaluated by the School are:

- Professionalism;
- Participation in professional development and staff/team meetings;
- Evidence of commitment to mission and vision for the School;
- Positive relationships with students, faculty, and community;
- Timeliness of reporting (lesson plans, grades, parent conference reports, progress reports, etc.);
- Attendance, promptness, and fulfillment of other non-instructional duties; and
- Compliance with other School rules, policies and procedures

## **B. Remediation**

If an Employee fails to meet the School's expectations (a COMPASS score of Highly Effective or Proficient/Satisfactory, in combination with the additional factors listed), the Director/Principal or Head of School will meet with the Employee to explain the results of the evaluation, and has authority to take other action(s) they deem appropriate, including but not limited to the following:

1. Offer coaching in an effort to assist the Employee to improve his/her performance;
2. Direct the Employee to professional development opportunities relevant to specific performance challenges;
3. Provide an action Plan with specific goals designed to help the Employee meet expectations; and/or
4. Schedule a follow-up meeting to discuss the Employee's progress and the achievement of any Action Plan goals.

### **C. Changes To Performance Review**

If either party requests that a change be made to the performance review system in place at the time of this Agreement a Subcommittee shall be formed of an equal number of Union and Employer representatives, with the purpose of determining an adjustment to, or replacement of, the current performance review system. Such request will be made through the relevant Leadership Committee, which shall be charged with determining a schedule for the Subcommittee, and approving the changes or replacements proposed by the Subcommittee.

Nothing in this section should be construed to prohibit the School from complying with laws, regulations, or directives issued by government authorities relating to performance evaluations.

## **ARTICLE XII – DUTIES, HOURS AND WORK YEAR**

### **A. Work Day**

1. Employees shall work 8.25 hours each school day and each day of professional development with the exception of Wednesdays, when the work day is 9.5 hours. Employees will record their presence in the school time keeping system. An Employee who fails to report to work on time or to remain at work during regular work hours or other required working time without obtaining permission in advance from his/her supervisor may be subject to discipline, up to and including discharge. Employees must comply with alternate start and end times at various campuses, so long as such times do not require more than 8.25 hours of work time (9.5 hours on Wednesdays).

#### **2. Duty Free Lunch**

Teacher Assistants will be guaranteed a duty free 30 minute break for lunch.

#### **3. Planning Time**

All teachers will have 90 minutes of planning time daily, during each standard regular-length school day, unless otherwise recommended by the Labor-Management Committee and approved by the Head of School. Non-standard

school days include those with field trips, standardized testing, and other special events. Planning time will not be divided into more than two (2) distinct blocks of time, and each planning block will consist of at least thirty (30) minutes.

**B. Usage of the School Building**

Any Employee wishing to use the School building or facilities on a day that is not a normal workday, including without limitation holidays, weekends, and summer break, must submit a written request to the Building Operations Manager no less than seven calendar days in advance.

**C. Additional Duties**

All Employees, unless otherwise excused, shall be required to work during important events that are mutually recognized to be important to the maintenance and advancement of the school. Employees are required to attend the following number of school events and conferences:

	Selected by Employer	Selected by Employee
Teacher Assistants	0	0
High School	7	3
Middle School	5	3
Elementary School	6	0

Employer will provide Employees with a list of Additional Duty activities within the first month of the academic year, including the required activities selected by the Employer and a selection of activities from which the Employee may fulfill their required selections. Employees may be required to select their chosen activities within two weeks of the provision of this list of activities. All of the options and selections pursuant to this section shall be made in writing. If an Employee does not select their full complement of elective activities within the designated time, the Employer may assign any additional required duties at the Employer’s discretion, to the extent that Employee has failed to designate the additional duties.

#### **D. Grades/Record Keeping**

Employees are responsible for adhering to all applicable Employer written grading/assessment policies including, without limitation, all deadlines.

Employees are responsible for maintaining accurate and updated records, including without limitation lesson plans and student data such as attendance records, and universal assessments.

Employees will keep an electronic or hard copy of all written communications regarding behavior, academics, health issues and student absences sent to or received from parents of students. Employees also will keep a log of School-related telephone calls with parents of students, including the date and brief description of the substance of the call and/or any voicemail message.

#### **E. Substitutes**

The parties recognize that teachers will have unexpected absences from time to time, which will require a substitute teacher to avoid an interruption of instruction. No later than the end of the first day that students begin classes, a substitute packet of materials that can be used by the substitute teacher, in the event of an unexpected absence shall be submitted by every Teacher to the Grade Level Leader or Department Chair in hard copy. This packet shall include at least one detailed lesson plan for each of the teacher's classes with a copy of accompanying instructional materials (such as worksheets) for each student, class schedules, and the most current class roster provided by the School. This packet of materials must be updated each time a teacher has an unplanned absence.

Employees may be required to request substitutes through a third party provider. Employees shall notify their direct supervisor of their request for a substitute at the time of the request.

If an Employee uses their designated planning time to cover for an absent colleague, whether by choice or assignment, for more than thirty minutes per occurrence, they shall be compensated at a rate of \$35/hour for this time. The mechanism for recording and reporting this time shall be created and administered by the Employer.

## **F. School Property**

Employees use valuable School property and equipment in the course of their duties. Employees will be required to reimburse the Employer for any School-issued property or equipment that is lost or damaged as a result of the Employee's fault or negligence, provided said Employee is given written notification of the receipt of said property, if said property is beyond the normal classroom and curriculum materials and supplies.

## **G. Work Year**

Employees shall be required to work no more than one-hundred-and-ninety-seven days in each academic year.

# **ARTICLE XIII COMMITTEES**

## **A. Diversity, Equity and Inclusion Committee**

1. A Diversity, Equity and Inclusion Committee (hereinafter "DEI") shall be formed to support the school's mission and vision of serving our diverse community in an inclusive manner, and to produce students who will be contributing citizens in a global society. Specifically, the DEI Committee will create school goals, perform progress monitoring of school goals and may recommend policies, with the final approval of the Head of School. In the event that the Head of School does not approve the decision of the DEI Committee, the Committee may proceed with the recommendation, provided that at least 8 members of the Committee vote to proceed. The committee will address matters related to diversity, equity, and inclusion that are aligned to the school's mission and vision.
2. During its initial term the DEI Committee shall address the following:
  - a. An initial assessment of the school's DEI progress through the selection of an established assessment instrument (such as the We Are Beloved equity audit, Tripod surveys, and/or student data). The cost of such instruments should be considered during this selection, and consultation with, and approval from, the Director of Finance and Operations is required for all contract purchases.
  - b. Create and/or review existing school goals, progress monitoring and policies related to diversity, equity and inclusion for alignment with the school's mission and vision.
  - c. Review on a regular basis the progress made towards DEI goals,



and report these results to the school staff.

3. The DEI Committee shall have two Chairpeople, one appointed by the Employer and one appointed by the Union. The Chairpeople shall, jointly, schedule meetings, set agenda items and call votes of the Committee. In the event that the Chairpeople are unable to jointly perform any of their duties, if an individual Chairperson obtains the agreement of seven of the ten members, in writing, they may proceed in setting meetings, adding agenda items and calling votes.
4. The membership of the Committee is set at ten members, five of whom shall be selected by the Employer and five of whom shall be selected by the Union. These membership totals will include the Chairpeople. All members will have a single vote.
5. A Secretary will be selected from the membership by a simple majority vote of the members. The Secretary shall be responsible for taking the minutes of all meetings, including a listing of all agenda items and an overview of the Committee discussions, as well as the results of all votes. The Secretary shall be responsible for publishing the minutes of each meeting to the Employer and Employees within five school days of the meeting. In the event that the Secretary is not present for a meeting, the Chairpeople shall select a substitute Secretary for that meeting, who shall have the same Secretarial duties during said meeting.
6. Members of the DEI Committee shall serve terms of two to three years, so that after the initial membership is established, the terms of the members will be staggered. Of the initial membership, two Employer members and two Union members will serve two year terms, with the remaining members serving three year terms. All members selected after the initial terms shall serve three year terms. Members are permitted to serve consecutive terms. In the event that a member of the Committee resigns from the Committee or leaves the School, a replacement member will be selected to complete the term of the departing member,
7. The members of the Committee selected by the Employer and the Union shall include an Employer and Union member from each of the schools (Elementary School, Middle School and High School) and an Employer and Union member from Student Support (Special Education or English Language Learners staff).
8. The members of the DEI Committee shall strive for consensus whenever possible. In the event that consensus is not achievable, a majority of votes will be required for all decisions. A quorum for voting will be established with seven members present.

9. The DEI Committee shall meet at least four times within each academic year.
10. The DEI Committee shall create Sub-Committees as needed, for the purpose of researching and recommending specific issues, progress monitoring, specific policy recommendations, and all other issues under the purview of the DEI Committee. Sub-Committees may be created with a simple majority vote of the DEI Committee. Sub-Committees shall have an equal number of Employer and Union members (drawn from the DEI Committee and additional faculty and staff), with the amount of members of each Sub-Committee, and a designation of their school role (Elementary School, Middle School, High School, Student Support) agreed to by a simple majority vote of the DEI Committee.

## **B. Leadership Committees**

1. Leadership Committees shall be established for each of the Elementary School, Middle School and High School. The purpose of these Committees shall be to improve academic performance of the Schools and the Programme which they represent, in the service of the MJCS mission and vision. These Committees shall facilitate collaboration amongst Employees and Administration by supporting faculty voice in Programme and School decision making. The Committees shall endeavor to fulfill their purpose through direct action or recommendations to the Head of School. These Committees will not create policies that affect other schools without approval of the Head of School.
2. Each Committee shall have two Chairpeople, one selected by the Administration and one selected by the Union. The Chairpeople shall jointly set meetings, establish agenda items and call votes. In the event that the Chairpeople are unable to jointly agree to such meetings, agenda items and votes, either Chairperson may do so with the written agreement of a majority plus one of the membership of that Committee.
3. The membership of each Committee shall consist of an equal number of members from the Administration and Employees of the relevant School, numbering between three and five members from each, inclusive of the Chairpeople.
4. Each Committee's members shall select a Secretary by majority vote. The Secretary of each Committee shall be responsible for recording the minutes of their Committee's meetings, including agenda items and an overview of discussions. If the Secretary of a Committee is not present for any meeting, the Chairpeople shall designate an Acting Secretary for the relevant meetings and

the Acting Secretary shall be responsible for carrying out the required duties during said meeting. The Secretary shall report out the minutes of each meeting to the staff of the relevant school within one week of the meeting.

5. The members of these Committees shall strive for consensus in decision making when possible. In the event that a consensus can not be reached, a majority vote of the present members will be required for decisions. A quorum for voting shall be established by each Committee, with the quorum for each being at least a majority of the total membership of that Committee.
6. The term of each Committee member shall be one academic year, with the selection of Union members occurring during the academic year prior to the academic year in which the term shall be served. In the even that a Union or Administration member is unable to complete their term, a replacement shall be selected to complete the interrupted term. Members may serve additional subsequent terms.
7. These Committees shall meet at least four times each academic year.
8. These Committees may create Sub-Committees as needed, for the purpose of researching issues and making recommendations. Sub-Committees may address, progress monitoring, data collection, policies and practices. Sub-Committees shall have an equal number of Employee and Employer members. The establishment and membership of Sub-Committees shall be created through a simple majority vote of the relevant Committee members.
9. Each Committee shall create a dedicated Sub-Committee, within the first academic year of their existence, to address stipends related to additional duties and extra-curricular activities. These Sub-Committees shall also address membership requirements, deliverables, timelines and any additional requirements for clubs, sports teams, performance activities, professional training and education, and any other relevant staff opportunities.

### **C. Labor Management Committee**

1. The Labor Management Committee will facilitate communication between the Employer and the Employees with regard to employment issues.
2. The Labor Management Committee shall consist of three (3) regular Union representatives and three (3) regular Employer representatives.
3. This Committee will meet on a schedule that the Committee determines by majority vote, but no less than three times per school year.
4. Majority vote decisions by the Labor Management Committee may result in a Memorandum of Understanding (MOU). However, the Committee shall have no authority to change, delete, or modify any of the terms of the existing Collective

- Bargaining Agreement, nor consider grievances arising under the Agreement.
5. Majority votes on matters not requiring an MOU will be presented as a recommendation to the Head of School.

## **ARTICLE XIV – SCHOOL ENVIRONMENT**

### **A. Teacher Participation**

The Parties agree that participatory leadership through workplace collaboration is an essential practice in excellent schools. As the School has operated in the past, the Employer and the Union are committed to ensuring participation in discussions that positively impact the students and learning community.

### **B. Classroom Composition**

All students transferring into MJCS after the first month of the academic year will be assessed using appropriate grade level assessments prior to classroom placement by the School.

At Morris Jeff Community School all students with disabilities are a part of their grade level and homeroom class community. Students are provided a continuum of services as per their IEP. Services are provided both inside the classroom and/or in other settings as required by their IEP. The philosophy of MJCS is to ensure that every student with a disability is a part of their grade level, classroom, and school community.

### **C. Student Development**

The School is committed to educating the whole child. It recognizes that all aspects of our students' development must be considered and nurtured in order to fully meet his/her needs. This is consistent with the principles of the International Baccalaureate Organization, which focuses on the importance of its authorized schools realizing all aspects of child development in addressing students' education. The School has historically worked to find resources to support students' physical, emotional, social, cognitive and mental health needs, and will continue to do so.

Morris Jeff Community School is committed to diversity in education and to providing a learning environment that is child-centered and fosters personal, creative, and academic excellence. We believe inclusive environments are the best environments

for students to learn and grow. All students learn best when they learn with peers from a variety of backgrounds and experiences. Daily interactions between students with differences build our students' empathy for others, increase their ability to see others' perspectives, and allow our students to understand cultures different from their own. At Morris Jeff Community School, we believe that inclusion does not just apply to students with disabilities, but all students that require support to develop their talents fully. We believe that all Morris Jeff staff and administrators have a shared responsibility for the success of all students, regardless of their needs. The teachers, student support staff, and teaching assistants collaborate with each other and deliver instruction effectively using the principles of Universal Design for Learning (UDL).

## **ARTICLE XV – COMPENSATION**

### **A. Salary**

1. Salaries for teachers shall be increased by 2% over the salary schedule for 2018-2019. Salaries for teacher's assistants shall be increased by 3% over the salary schedule for 2018-2019. Salary schedules are attached hereto, and incorporated herein, as Appendices A, B and C.
2. Compensation pursuant to Appendix A is contingent upon the following: All employees in traditionally certified positions must be certified in the state of Louisiana within three calendar years of their start date or the ratification of this contract, whichever is later. All employees must restore lapsed certificates within a year of the date of expiration. Any employee that does not meet this requirement shall be compensated at the flat rate detailed in Appendix C.
3. Employer agrees that the \$1000/\$500 raise approved and funded by the State of Louisiana for Employees shall be matched for Pre-Kindergarten staff who are not currently covered by the relevant legislation. Employer shall not be liable for the continuation of this compensation if alternative funding is provided by the State of Louisiana for these staff members.

### **B. Stipends**

Leadership Committees shall create Sub-Committees to address alterations and additions to the stipends for the category of club sponsors.

Absent guidance from the Leadership Committees, the following stipends shall be paid for the completion of the relevant activities during each academic year:

1. Middle School Coaches: \$1300; Middle School Assistant Coaches: \$650
2. High School Coaches: as determined by the Athletic Director and agreed

- to in writing by the relevant staff member
3. Grade Level Leaders and Department Heads/or other (Departments/ grade levels must consist of 3 or more employees) \$600
  4. Club Sponsors: \$500

### **C. Benefits**

1. The School will continue to pay 70% of employee premiums for Employees who participate in the School's group health insurance plan. Employees will continue to pay 30% of such premiums.

2. The School will continue to provide the following additional benefits to all full-time Employees who properly enroll in such plans, without cost to the Employee:

- a. Short term disability insurance;
- b. Long-term disability insurance;
- c . Life Insurance.

3. The employer will continue to provide retirement benefits through the Teacher Retirement System of Louisiana.

## **ARTICLE XVI – LEAVE PROVISIONS**

### **A. Paid Time Off for Illness or Personal Leave**

1. All employees shall receive 11 days (88 hours) paid time off (hereinafter, "PTO") per school year to be used for illness or personal leave. This leave shall be accrued proportionally over the course of the school year.

2. Employees shall be given an opportunity during the last two weeks of the school year to designate unused PTO days as follows:

- a. The first five unused PTO days may be rolled over to the PTO account of the employee for the following school year.
- b. Up to five additional unused PTO days may be "cashed out." The cash out amount will be added to the first pay period following the end of the school year, by means of a second paycheck. The cash out amount will be calculated by multiplying the number of qualifying unused PTO days by the average daily salary of the Employee during the school year in which said PTO days were accrued. The cash out option may be used only after the Employee has rolled over a full five unused PTO days.
- c. Employees may choose to donate unused PTO days to a pool that may be

drawn from by Employees during extended periods of need, with said pool and donations thereto to be managed by the Employer. The Employer retains the right to approve the use of this donated PTO pool on a case by case basis.

3. Employees shall not be allowed to exceed sixteen days of accrued PTO within any school year. If an employee takes PTO beyond these sixteen days, they shall be docked pay commensurate to the additional time taken.

4. Requests for personal leave must be made at least five school days in advance.

5. Employer may designate certain scheduled work days as “blackout days” prior to the start of the academic year. Blackout days shall not exceed 15% of total work days in a given academic year. If an Employee elects to take PTO on a date that has been designated a blackout day, said Employee will be assessed 1.5 PTO days (rather than the standard 1.0 PTO days) or 0.75 PTO days (rather than the standard 0.5 PTO days).

6. Employees may request half days (4 hours) or whole days (8 hours) of PTO.

7. Employees shall be entitled to utilize no more than five days of PTO, beyond their accrued and banked allotment, absent written approval from the Employer. If an Employee is terminated or resigns with a negative balance of PTO days, a commensurate amount of salary will be deducted from their final paycheck. If an Employee, at any time during the academic year, exceeds their potential PTO balance for that academic year, a commensurate amount of salary may be deducted from the next available pay period after the time of the overage.

## **B. Bereavement Leave**

1. An Employee shall be granted a leave of absence for the death of any member of the immediate family without loss of pay or benefits or deduction from other personal leave.
2. Members of the immediate family include the Employee’s spouse, domestic partner, child, parent, parent-in-law, grandparent, grandparent-in-law, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, brother, sister, brother-in-law, sister-in-law, daughter or son of employee’s spouse.

3. This leave shall be for no more than five days.

### **C. Jury Duty**

Employees summoned for jury duty will be granted a leave of absence for the period of time required for such jury duty. The leave of absence will be granted without loss of personal leave time. Any Employee summoned for jury duty must provide the Director of Finance and Operations with an authentic summons, subpoena or notice prior to such duty and upon returning to work must present proof of jury duty service, including the dates of the Employee's service.

Employees are expected to return to work if they are excused from jury duty during their regular working hours.

### **D. Religious Observance**

Employees shall be permitted to use personal leave for religious holidays that are not observed by the school. If an employee has no personal leave available, additional religious observances may be granted by the Head of School as unpaid leave.

### **E. Family and Medical Leave**

Employees have the right to take leave in accordance with the Family & Medical Leave Act (FMLA). Employees shall use paid time off for illness or Personal leave concurrently with any leave taken pursuant to the FMLA.

## **ARTICLE XVII – VACANCIES AND HIRING, RESIGNATION AND LAYOFF**

### **A. Vacancies**

A vacancy occurs whenever an Employee is promoted, transferred, demoted, discharged, or the Employee resigns from a position. Any Employee who wishes to be considered for a vacancy must submit a written request for consideration, with any information requested by the school, such as a resume and cover letter to the Head of School, and either the Employee's supervising Programme Coordinator or Director.



Before publicly advertising any vacancy, the School will provide written notice of the Vacancy to Employees and the Union.

The school will comply with the following procedure when filling vacancies that are part of the annual hiring process typically starting in the winter to hire staff for the following school year. The school is not obligated to follow this procedure during exigent circumstances, including but not limited to the death, discharge, or unanticipated resignation/retirement of an employee:

1. The school will consider every Employee who submits a written request for consideration, with all requested information, before the vacancy is filled.
2. The Head of School will interview the candidate(s) who is determined to be the most qualified for the vacancy by the Head of School.
3. If the candidate has a successful interview, he/she typically will be invited to submit a lesson plan and to teach that lesson while being observed by the Head of School or his/her designee and, if possible one or more teachers.
4. When possible, within 24 hours, the Head of School and team members present during the sample teach will share feedback.
5. The Head of School will fill all vacancies with the candidate who he/she believes to be most qualified, in accordance with all applicable laws and regulations, as well as policies and procedures adopted by BESE and the School. The Head of School also may consider whether filling a vacancy by transferring an Employee candidate would cause additional disruption in the Employee's existing class(es).
6. Every job offer made about the hiring of a candidate (internal or external) shall be coupled with an offer letter stating the same.

## **B. Employee Resignation**

In order to minimize the disruption caused when an Employee resigns without notice, all employees agree to provide the Head of School, or their designee, written notice of the intent to resign his/her employment no less than fourteen (14) days before his or her last day of work. Employer recognizes that Employees shall continue to receive compensation and benefits pursuant to this contract through and until the commencement of the academic year following the notice of resignation, provided said Employee has completed their employment responsibilities through the end of the academic year in which the

resignation was tendered, inclusive of professional development periods immediately following the academic year in which the resignation was tendered.

### **C. Layoff**

A layoff occurs if the School determines that it must reduce the number of Employees in the overall bargaining unit resulting in the separation of employment, without fault or delinquency on the Employee's part, because of adverse economic conditions.

Employees will be selected for layoff by the School after considering the following criteria, which are not necessarily listed in order of priority:

1. Length of service with the School;
2. Demonstrated current and past performance;
3. The needs of the School for employees with specific experience, skills, qualifications and/or certification; and
4. Promotion potential and transferability of skills to other positions within the bargaining unit.

An Employee's length of service is measured from the original date of hire by the School, as long as there has not been a break in service greater than 30 days. For purposes of this section, Employees with breaks in service greater than 30 days, but less than one year per break, are credited only for their time actually worked; that is, the break time does not get counted unless required by law. Employees with a break in service greater than one year will receive credit for service only from their most recent date of hire with the School.

## **ARTICLE XVIII – NO STRIKE/NO LOCKOUT**

During the life of the Agreement or any written extension hereof, the Union on behalf of its officers, agents and members, agrees that so long as this Agreement or any written extension hereof is in effect there shall be no strikes, sympathy strikes, secondary strikes, slowdowns, or picketing, boycotts or cessation of work that interferes with the Employer's operations.

Any Employee who violates this provision shall be subject to disciplinary action, including discharge, and such action may not be raised as a grievance or be subject to the arbitration provision of this Agreement, except on the issue of Employee participation. Any claim, action, or suit for damages that is commenced by the Employer as a result of the Union's violation of this Article shall not be subject to the grievance and arbitration provisions of this Agreement.

If any of the acts of conduct prohibited herein, above, occur during the term of this Agreement, or any written extension thereof, the Employer shall not be required to discuss, negotiate, hear or rule on any problem or grievance related to such acts, until such time as the prohibited acts are discontinued. The Employer will also be allowed to notify the public as well as all Employees covered by this Agreement (including but not limited to registered letter, media and newspaper announcement in the Orleans Parish, New Orleans area) that the Employees' activity is unauthorized in violation of this Agreement and each Employee should resume work at the school.

Employer agrees that there shall be no lock out of bargaining unit employees during the duration of this agreement or during any extensions of this Agreement.

## **ARTICLE XIX – MISCELLANEOUS**

### **A. Severability**

If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect and the Parties to the Agreement shall meet within ten (10) days for the purpose of reopening negotiations on the unlawful provision(s).

### **B. Successors and Assigns**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations contained in this agreement shall be affected or modified by the merger, consolidation, transfer of assignment, change in legal status or management of either party hereto. In the event that any entity to whom this Agreement is assigned fails to maintain all of the terms and conditions set forth herein, the Employer shall be liable for any and all quantifiable damages arising out of the assignee's failure to uphold this Agreement.

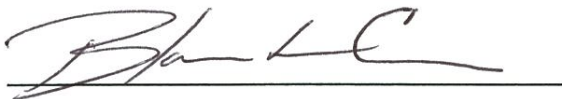
### **C. Reopener**

Upon mutual agreement of the Union and the Employer, specific sections of the contract may be opened for revision.

**ARTICLE XX – DURATION**

This agreement becomes effective on the 1st day of January, 2020 and shall continue in full force and effect until its expiration date on the 30th day of June, 2023. The Agreement shall be automatically renewed from year to year thereafter unless either party gives notice, in writing, to the other party at least ninety (90) days prior to the expiration date of this Agreement, or the expiration date of any renewal period, of its intention to change, terminate or modify the agreement. However, once such notice has been given, extensions may be agreed to with the written approval of both parties. Where such notice is given, then the parties shall endeavor during said ninety (90) day period to negotiate an Agreement in good faith and if none is reached, then this Agreement shall terminate and come to an end.

ENTERED INTO on this, the 21 day of January, 2020.



**Blaine LeCesne**  
Chair, Board of Directors  
Morris Jeff Community School



**Wanda Richard**  
President,  
United Teachers of New Orleans

**Appendix A**  
**Salary Scale for Teachers Effective January 2020 through June 2023**

<b>Step</b>	<b>Bachelors</b>	<b>Masters</b>	<b>Masters + 30</b>
0	\$46,850	\$47,282	\$47,715
1	\$47,369	\$47,845	\$48,320
2	\$47,888	\$48,407	\$48,927
3	\$48,407	\$48,970	\$49,533
4	\$48,927	\$49,533	\$50,139
5	\$49,447	\$50,095	\$50,745
6	\$49,966	\$50,658	\$51,351
7	\$50,485	\$51,221	\$51,957
8	\$51,004	\$51,783	\$52,563
9	\$51,524	\$52,346	\$53,169
10	\$52,043	\$52,909	\$53,774
11	\$52,563	\$53,471	\$54,380
12	\$53,082	\$54,035	\$54,987
13	\$53,602	\$54,598	\$55,593
14	\$54,121	\$55,160	\$56,199
15	\$54,640	\$55,723	\$56,805
16	\$55,160	\$56,286	\$57,411
17	\$55,680	\$56,848	\$58,017
18	\$56,199	\$57,411	\$58,622
19	\$56,718	\$57,974	\$59,228
20	\$57,237	\$58,536	\$59,834
21	\$57,756	\$59,099	\$60,441
22	\$58,277	\$59,662	\$61,047
23	\$58,796	\$60,224	\$61,653
24	\$59,315	\$60,787	\$62,259
25	\$59,834	\$61,350	\$62,865
26	\$60,354	\$61,912	\$63,471
27	\$60,874	\$62,475	\$64,076
28	\$61,393	\$63,038	\$64,682
29	\$61,912	\$63,600	\$65,288
30	\$62,432	\$64,163	\$65,894
31	\$63,056	\$64,805	\$66,553
32	\$63,687	\$65,452	\$67,219
33	\$64,323	\$66,107	\$67,891
34	\$64,967	\$66,768	\$68,571
35	\$65,617	\$67,436	\$69,256

**Appendix B**  
**Salary Scale for Teaching Assistants Effective January 2020 through June 2023**

<b>Step</b>	<b>HS Diploma</b>	<b>Associate's</b>	<b>Bachelors</b>
0	\$21,842	\$24,027	\$26,429
1	\$22,272	\$24,500	\$26,950
2	\$22,709	\$24,980	\$27,479
3	\$23,158	\$25,474	\$28,021
4	\$23,616	\$25,978	\$28,575
5	\$24,085	\$26,494	\$29,143
6	\$24,564	\$27,020	\$29,723
7	\$25,054	\$27,560	\$30,316
8	\$25,555	\$28,110	\$30,922
9	\$26,067	\$28,674	\$31,542
10	\$26,592	\$29,250	\$32,176
11	\$27,127	\$29,840	\$32,824
12	\$27,675	\$30,442	\$33,486
13	\$28,235	\$31,059	\$34,165
14	\$28,807	\$31,688	\$34,857
15	\$29,393	\$32,333	\$35,565
16	\$29,991	\$32,991	\$36,290
17	\$30,603	\$33,664	\$37,031
18	\$31,229	\$34,353	\$37,788
19	\$31,870	\$35,057	\$38,562
20	\$32,524	\$35,776	\$39,354
21	\$33,193	\$36,513	\$40,164
22	\$33,877	\$37,265	\$40,992
23	\$34,577	\$38,034	\$41,838
24	\$35,293	\$38,822	\$42,704
25	\$36,024	\$39,626	\$43,589
26	\$36,772	\$40,449	\$44,494
27	\$37,537	\$41,290	\$45,419
28	\$38,319	\$42,150	\$46,365
29	\$39,118	\$43,030	\$47,333
30	\$39,935	\$43,928	\$48,321
31	\$40,769	\$44,847	\$49,332
32	\$41,622	\$45,784	\$50,362
33	\$42,492	\$46,741	\$51,416
34	\$43,380	\$47,718	\$52,490
35	\$44,286	\$48,715	\$53,586

**Appendix C**  
**Salary Scale for Uncertified Teachers Effective January 2020 through June 2023**

<b>Step</b>	
0	\$40,000
1	\$40,000
2	\$40,000
3	\$40,000
4	\$40,000
5	\$40,000
6	\$40,000
7	\$40,000
8	\$40,000
9	\$40,000
10	\$40,000
11	\$40,000
12	\$40,000
13	\$40,000
14	\$40,000
15	\$40,000
16	\$40,000
17	\$40,000
18	\$40,000
19	\$40,000
20	\$40,000
21	\$40,000
22	\$40,000
23	\$40,000
24	\$40,000
25	\$40,000
26	\$40,000
27	\$40,000
28	\$40,000
29	\$40,000
30	\$40,000
31	\$40,000
32	\$40,000
33	\$40,000
34	\$40,000
35	\$40,000

## **ARTICLE I - RECOGNITION**

### 1.1

The St. Bernard Parish School Board, St. Bernard Parish, Louisiana, (hereinafter referred to as the "Employer" or the "Board") hereby recognizes the St. Bernard Association of Educators, LAE-NEA, (hereinafter referred to as the "Union" or the "Association") as the sole, exclusive bargaining representative with regard to wages, hours and working conditions for all full-time, non-administrative employees (hereinafter referred to as "Employee(s)" or "Bargaining Unit Member(s)"). The phrase "full-time, non-administrative employee" means the following:

A. Support Personnel:

- (1) All full-time school bus drivers;
- (2) All full-time receptionists;
- (3) All full-time custodians;
- (4) All full-time maintenance workers;
- (5) All full-time mechanics;
- (6) All full-time paraeducators;
- (7) All full-time bus riders;
- (8) All full-time food service workers;
- (9) All full-time clerk typists;
- (10) All full-time educational interpreters.

B. Certificated Personnel:

(1) All full-time, certified classroom teachers, teachers on out-of-state provisional certificates, teachers on OFAT (Out-of-Field Authority to Teach) and teachers on a Teacher Practitioner License, but specifically excluding teachers on TAT (Temporary Authority to Teach).

(2) All full-time social workers, speech therapists, educational diagnosticians, psychologists, school nurses, counselors, librarians, early childhood facilitators, and instructional coaches.

In the event there is a position title change for any job classification in the bargaining unit, said position shall remain part of the bargaining unit during the term of this Agreement. In addition, should the Board create a new, full-time, non-administrative, certified position in addition to the certified positions enumerated above, such position shall be considered part of the bargaining unit. Also, should the Board create a full-time, non-supervisory position during the term of this Agreement to perform any of the work or duties of members of the organized support personnel, such position shall be considered part of the bargaining unit.



## 1.2

The Board agrees that during the term of this Agreement it will not recognize any other organization as a bargaining agent for members of the bargaining unit as defined above, nor will it extend to any other labor organization seeking to represent members of the bargaining unit as defined above any of the exclusive rights extended within this Agreement to the Association.

## 1.3

The Association is recognized as the exclusive and only labor organization that may represent any employee in any dispute with the Employer. The Association is further recognized as the sole collective bargaining agent with responsibility for administering this Agreement on behalf of bargaining unit employees.

## 1.4

No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the bargaining unit other than those expressly defined herein as included in Article 1.1. Among those not included within the bargaining unit are the following: substitutes, temporary replacements not hired under temporary assignment contracts, private contractors, part-time employees and intermittent employees, security guards, foremen, supervisors, cafeteria managers, bus dispatchers, school secretaries, central office secretaries and business office secretaries.

## 1.5

No later than sixty (60) calendar days prior to the termination of this Agreement any member or members of the bargaining unit may petition the Board for a secret ballot election during which a simple majority of the eligible voters shall determine whether the Association, another labor organization or no labor organization will act as collective bargaining representative on behalf of the bargaining unit. Such petition must bear the signatures of at least 40% of the members of the bargaining unit or it will be otherwise disallowed by the Board. Upon receipt of a petition for an election, the Board will provide the president of the Association with a copy. Within ten (10) days of the Association's receipt of a copy of the election petition, the Association or any member of the bargaining unit may request that the signatures on the petition be checked for validity by the American Arbitration Association. Costs of the verification by the American Arbitration Association shall be borne by the party requesting the verification. If, following verification, the American Arbitration Association certifies that the petition contains the signatures of at least 40% of the members of the bargaining unit, the Board shall schedule a date and time for an election by secret ballot during which a simple majority of the eligible voters shall determine whether they wish for the Association, another labor organization or no labor organization to act as their collective bargaining representative. The election shall be conducted in accordance with the rules established by the Board for the election in which the SBAE was selected as collective bargaining representative.

## **ARTICLE II - PERIOD OF AGREEMENT**

This Agreement shall be effective from 12:00 midnight on the day following ratification, August 14, 2019 and shall remain in full force and effect until 12:00 midnight on the 30<sup>th</sup> day of June, 2023. The parties agree to open this agreement once and only once during the term of this agreement for negotiations should the Board experience any new, major unexpected source of recurring revenue.

## **ARTICLE III - MANAGEMENT RIGHTS**

The parties recognize and reserve to the Board all rights with respect to management of the St. Bernard Parish School System. Included therein is the sole, exclusive right to direct all operations pertaining to the school system in all of its aspects, to control operations, to budget, hire, promote, demote, discharge, discipline, transfer, assign work, to determine the size of the work force and what work should be performed, to contract and subcontract, to introduce new methods, facilities, and equipment, to make policy, to interpret the mandate of school law as it applies to the Board and the school system and the discharge of the Board's functions, to introduce new and varied curricula and educational philosophies, and to make and enforce reasonable rules and regulations related to any of the above enumerated matters or to any aspect of management of the school system. Additionally, the Board shall have the sole right to add schools, close schools, merge schools, merge departments, close or merge or create work locations, or build or develop new or additional schools as in its judgment will best serve the interest of the community, to determine the age, qualifications and number of pupils to be admitted into any particular school, to evaluate staff and employees, to develop, implement and evaluate instructional programs, to determine organizational patterns, grade level distribution, staffing, school calendar and the number and location of schools, to develop and implement guidelines for student discipline and to take any and all actions as may be in its judgment required or necessary to insure the safety and well-being of students, staff and property in all cases, including cases of emergency.

All of the foregoing rights reserved unto management shall be limited only to the extent such limitations are expressly imposed by subsequent articles or provisions of this Agreement.

## **ARTICLE IV - NO STRIKES, NO LOCKOUTS**

The Association and the members of the bargaining unit expressly agree that during the term of this Agreement they will not engage in any strike, walkout, sickout, slow down, sympathy strike or any other disruption of work. This no-strike Agreement specifically includes an agreement to cross the picket lines of any unions, labor organizations or associations as may be established at or near the premises administered by the School Board. Expressly included in this no-strike guaranty is the guaranty that the Association will not, directly or by implication, endorse, countenance, approve, arrange or organize in any manner whatsoever a work stoppage, disruption or strike under the guise of bargaining unit members coincidentally demanding personal leave days. Any violation of this no-strike clause shall be immediately enjoined in court, either by temporary restraining order or other injunction, without prior notice to the Association, upon the sworn affidavit of the Employer that such violation is occurring.

The Board agrees that there shall be no lockout during the term of this Agreement; however, the term lockout as used herein shall not be construed so as to affect the right of the Board to close any facility, in whole or in part, or to reduce the number of individuals employed by the Board.

On recommendation of the Superintendent, the Board may authorize release time for any employee or employees for the purpose of lobbying the Legislature or other public officials with regard to issues deemed by the Board to be in the best interest of the St. Bernard Parish School System. Such release time will be without loss of pay or benefits and will not be considered as a violation of this no-strike clause.

#### **ARTICLE V - INFORMAL CONFERENCE AND COMPLAINTS**

The parties acknowledge that an employee and an administrator/supervisor may resolve problems on the job through free and informal communications. Any employee with a complaint, problem or possible grievance may schedule an appointment with the administrator/supervisor whose action he is questioning or for the purpose of raising any other complaint, within ten (10) working days of the action being taken or the complaint arising in order to attempt to informally resolve any differences. No administrator/supervisor shall refuse to informally meet with an employee; however, the time limitation for the meeting may be extended by mutual agreement. The employee shall have the right to have the building representative at such a meeting. If the action being disputed or the complaint is not resolved at the informal conference, it may be submitted within ten (10) working days of the informal conference in accord with Step I of the formal Grievance Procedure.

Nothing in this article shall be construed as making the informal conference part of the grievance procedure established in this Agreement and no decision made in an informal conference shall establish prior practice or precedent.

#### **ARTICLE VI- GRIEVANCE AND ARBITRATION PROCEDURES**

##### **6.1 IN GENERAL**

Any and all disputes arising under the terms and provisions of this Agreement or involving its interpretation, as well as under any policies of the St. Bernard Parish School Board made applicable to bargaining unit employees under the provisions of Article IX herein, shall be resolved in accordance with the grievance and arbitration procedures established herein.

However, disciplinary actions involving the suspension without pay, the reduction in pay, or involuntary demotion or dismissal of a teacher or bus driver shall be redressed through LA RS 17:441, 442, 443, 492, 493, and all other applicable provisions of state law. Disciplinary actions involving the suspension without pay, the reduction in pay, or involuntary demotion or dismissal of a support employee other than a bus driver shall be redressed through the provisions for such actions against non-tenured teachers as set forth in LA RS 17:443 or other applicable state law. Such disciplinary actions will not be grievable or arbitrable.

## 6.2 STEP I OF THE GRIEVANCE PROCEDURE

Within fifteen (15) working days of a grievance arising, unless special or exigent circumstances are shown for not meeting this time limit, and in no event more than sixty (60) calendar days of a grievance arising, the grievant(s) shall submit a written complaint in writing to the administrator/supervisor whose action is being questioned, setting forth the provisions of the contract which allegedly have been violated, along with a factual description of the complaint. A copy of the grievance shall also be sent by the grievant to the Supervisor of Personnel. Upon receipt of a written complaint, the administrator/supervisor who receives it shall answer it within ten (10) working days of the date on which it was received. At the option of the administrator/supervisor, a meeting with the employee bringing the complaint will be held; however, the meeting will not be mandatory for either the complainant or the administrator/supervisor. In the event no written decision is rendered, or if one is issued untimely, the complaint will automatically advance to Step II of the grievance procedure.

## 6.3 STEP II OF THE GRIEVANCE PROCEDURE

A. If the complaint automatically advances to Step II or if it is not resolved to the satisfaction of the grievant at Step I, the grievant shall submit the complaint in the form of a written grievance to the Supervisor of Personnel, setting forth the provisions of the contract which allegedly have been violated along with a factual exposition explaining the nature of the grievance and why the grievant feels the decision of his administrator/supervisor is in error. The grievant shall submit his Step II grievance to the Supervisor of Personnel by close of normal business hours on the tenth working day following his receipt of the Step I decision or by close of normal business hours on the thirteenth working day from the date of the filing of the Step I complaint, whichever is shorter.

B. Upon receipt of the written grievance by the Supervisor of Personnel, he shall place the grievance on the agenda for the next scheduled grievance meeting. If the Supervisor of Personnel receives a written grievance less than three (3) working days prior to a scheduled grievance meeting, unless the parties mutually agree otherwise, the grievance shall not be discussed at such grievance meeting, but shall be held over to the next following grievance meeting, provided that said grievance is not of the nature that such a delay of the grievance meeting would cause irreparable harm to the Board or to the grievant(s). Grievance meetings shall be held at the School Board office commencing at 5:00 o'clock p.m. on the second Monday of each month.

C. The Association shall have a representative at every grievance meeting except one involving the discipline of an employee and at which the employee declines Association representation. Otherwise, the Association shall represent any employee(s) involved at such meeting unless the employee(s) involved expressly declines the representation of the Association. If the employee declines representation by the Association, it shall be evidenced in writing on the official disclaimer form to be printed by the Board in quadruplicate. One copy of the disclaimer form shall be placed in the employee's personnel file, one copy shall be given to the grievant, one copy shall be given to the Supervisor of Personnel and one copy shall be given to the President of the Association. If an employee declines representation by the Association, any decision

rendered will not be considered as having the concurrence of the Association and no binding precedent adverse to the Association, in its opinion, will be established for purposes of any future arbitration.

D. The purpose of the grievance meeting shall be to determine the precise nature of the complaint, whether there has been a violation of the collective bargaining agreement, and whether a remedy or settlement, if appropriate, can be agreed upon. The grievance committee shall consist of the individual making the complaint, appropriate union representatives, the administrator/supervisor whose action or inaction is being grieved, the Supervisor of Personnel, the Superintendent or his designee, and two members of the Board who will serve on a rotating basis. The administrator/supervisor whose action is being grieved shall not have a vote in determining a final resolution. The grievance meeting will not be conducted as a trial.

E. Within ten (10) working days after the conclusion of a grievance meeting, a written decision affirming or denying the grievance will be issued by the School Board members serving on the Committee and mailed to the Association and to the grievant.

#### 6.4 STEP I OF THE ARBITRATION PROCEDURE

In the event the Association is not satisfied with the disposition of any grievance at Step II of the grievance procedure, the Association may submit such grievance to arbitration by giving written notice to the Superintendent of its desire to carry such grievance to arbitration. Such notice must be given in writing within ten (10) working days from the date on which the Step II disposition is received.

#### 6.5 STEP II OF THE ARBITRATION PROCEDURE

Within ten (10) working days of submission of a written notice to arbitrate, the Association shall request the Federal Mediation and Conciliation Service, in writing, with copy to the Superintendent, to immediately nominate seven (7) potential arbitrators. If the Association fails to request a panel of arbitrators within this period, the Board will have five (5) working days thereafter to request a FMCS panel and proceed to arbitration.

#### 6.6 STEP III OF THE ARBITRATION PROCEDURE

Within ten (10) working days after receipt of an arbitration panel from the FMCS, the party requesting arbitration shall schedule a meeting with the other party for the purpose of selecting an arbitrator. The arbitrator shall be chosen as follows: From the list of seven (7) potential arbitrators, the authorized representative of the employer and the authorized representative of the Association shall alternately strike one (1) name until there remains only one (1) name on the list. A flip of the coin shall determine who shall strike the first name. The person whose name thus remains shall become the sole arbitrator of the grievance. Following his selection, the arbitrator shall schedule a hearing at a time, date and place mutually satisfactory to the parties. If the arbitrator, for whatever reason, is unable to hold the arbitration hearing within four (4) months of the date he is notified of his selection, either party shall be free to reject the arbitrator and request that a new panel be submitted by the FMCS. Any new panel submitted

shall be struck in accordance with the provisions of this section.

## 6.7 OTHER PROVISIONS

A. The time limit for any step of the grievance or arbitration procedure may be extended by mutual written agreement of the parties.

B. The arbitrator's authority shall be limited solely to construing this Agreement; and he shall have no power to add to, subtract from or modify any of the terms of the Agreement.

C. By mutual written agreement, the parties may bypass any step of the grievance procedure.

D. In class grievances involving one or more employees, an Association representative shall act as nominal plaintiff on behalf of the class.

E. Grievants and witnesses required to attend arbitrations shall be given release time. However, the financial cost of releasing employees from regular assignment and, when required, for providing substitutes shall be borne equally by the Board and by the Association. The parties further agree that the Association will not be charged more than one-half of the cost of one substitute per day for each employee released and then only in the case where a substitute is actually hired.

F. Any and all grievance meetings or arbitrations held under the grievance and arbitration procedures shall be conducted at a time and place which will afford an opportunity for all persons, including witnesses, entitled to be present to attend. In class grievances, the Association shall be the representative of the class and shall act as the nominal grievant. All such proceedings shall be open to the grievant(s), to the grievant's witnesses, Association representative(s), and the Board's witnesses, except when witnesses are sequestered, to any counsel retained by the Board or by the Association, to the hearing officer or officers, to Board members, to the Superintendent or his designee, and to administrative personnel involved. All such proceedings shall be closed to the press and to the general public except for any proceeding required by law to be open.

G. A grievance may be withdrawn by the grievant(s) or by the Association at Step I of the Grievance Procedure without prejudice. Once a grievance is taken to Step II or beyond, withdrawal shall be with prejudice unless the employer agrees, in writing, that withdrawal is not to establish a precedent. This subsection shall not apply to prejudice the Association in the event the grievant withdraws his grievance at Step II or beyond after declining the representation of the Association at any Step.

H. If no written decision has been rendered within the time limits indicated by a Step, the grievance shall be considered as having advanced to the next Step. Should the disposition of any grievance at any Step not be appealed within the time limits specified to the next Step of the grievance or arbitration procedure either by the grievant(s) or by the Association, the decision not appealed from will be considered as final and binding on the parties and may be used as evidence

by either party in any future proceeding that a precedent has been established.

I. Any grievance resulting in a monetary arbitration award of \$25,000.00 or more or the denial of such an award shall be appealable to the 34th Judicial District Court by either party through a trial de novo, just as though no arbitration award had been rendered and the arbitrator's decision and award shall not be offered as evidence in any court proceeding.

J. The fees and expenses of the arbitrator shall be paid by the losing party in the event the grievance is either affirmed or denied in its entirety. Should the grievance be affirmed in part and denied in part, the fees and expenses of the arbitrator shall be borne equally by the parties.

K. Either party may request the presence of a court reporter for an arbitration hearing or for a hearing before the Board. If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter along with the cost of furnishing a copy of the reporter's transcript to the other party.

L. If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such a postponement.

M. By mutual agreement, a grievance may be settled at any step without establishing a precedent.

N. All grievance forms shall be mutually developed and agreed to by the parties.

O. No action may be taken by the employer against any employee because of said employee's participation in a grievance.

P. Copies of all grievances, representation disclaimers and of all grievance decisions shall be filed in a separate file to be maintained by both the Association and the Superintendent or his designee. Additionally, in accordance with the School Employee Personnel Files law, grievances and related documents relative to any employee shall be placed in his personnel file. Any record of a grievance decided favorably to an employee shall not be used against him in any manner.

Q. The parties may agree to take any particular grievance to an expedited arbitration.

R. The administrator/supervisor recommending the discipline of any employee shall be in attendance at all grievance hearings related to that discipline.

S. The Association maintains the right to have its representatives present at all steps of the grievance and arbitration procedure save and except for such hearings as may be convened for the purposes of discipline which the grievant demands be closed to the public and at which the grievant declines Association representation.

T. Grievance forms shall be made available by the Board for employees at each

worksite and at the School Board Office and by the union at the union's offices. They shall also be available online at the school district's website within the Employee Intranet section.

## **ARTICLE VII - FRAMEWORK FOR COLLECTIVE BARGAINING**

### **7.1 NEGOTIATIONS PROCEDURES**

Representatives of the Board and the SBAE will meet to establish mutually agreeable dates, starting times and places for negotiations. Either party may caucus during negotiations when it deems necessary. The SBAE and Board agree to present all initial and counter proposals in writing. All negotiations sessions shall be closed to anyone other than the bona fide designated representatives of the parties.

Contract changes or proposals agreed upon by the Board's and the SBAE's negotiating teams shall be initialed by the chief negotiator for each. The initialing of contract changes or proposals by the chief negotiators shall signify their tentative agreement to those changes or proposals subject to ratification of the entire agreement both by the Board and by the bargaining unit employees. Once a tentative agreement has been reached on an entire contract, both parties then shall be prepared to recommend ratification to those they represent.

Any contract changes or proposals presented during negotiations may be withdrawn at any time. Any party desiring to withdraw a contract change or proposal shall inscribe "withdrawn" on such change or proposal, initial the same, and present it to the other party for its initialing. Any proposal not inscribed as "withdrawn" and presented for initialing by the other party shall not be considered withdrawn.

### **7.2 BARGAINING NOTIFICATION**

A. Negotiations for a successor agreement shall commence upon presentation of a proposal by either party. Such proposals may be presented no sooner than the second Monday in January, 2019 and no later than 60 calendar days prior to contract expiration.

Should the parties fail to reach Tentative Agreement on a new contract by midnight, June 30, 2019, they will commence around the clock negotiations, until one of the following occurs:

- (1) Tentative Agreement is reached;
- (2) The parties agree to a contract extension (fixed in terms of time or rolling, *i.e.* a period which is fixed and automatically renewed for the same time period, unless notice is given by either party of its cancellation);
- (3) A strike notice is delivered;
- (4) A mediator is called for by either party;
- (5) The parties agree to a cooling off period;
- (6) Impasse is declared by either party.

B. Negotiations shall commence within five (5) days of receipt of a proposal by either party relating to a successor agreement.



### 7.3 RELEASE TIME FOR BARGAINING

When negotiations are conducted during regular work hours, release time, with no loss of pay or benefits, shall be provided for the Association's negotiating committee. However, the Board and the Association will share equally in the cost of all substitutes required.

### 7.4 MEDIATION

Either party to this Agreement may request the assistance of the Federal Mediation and Conciliation Service (FMCS) if that party determines, in its discretion, that the assistance of a mediator would be helpful.

### 7.5 PRINTING OF CONTRACT, COST AND DISTRIBUTION

Within thirty (30) calendar days after this Agreement is signed, copies of the Agreement shall be printed at the joint expense of the employer and the Association in a form agreeable to the Superintendent and the Association president. The Association shall receive 100 copies of the agreement for its use and the Employer will receive 100 copies for its use. The Board and the Association will make every effort to have the contract printed in St. Bernard Parish unless the cost is prohibitive. Additionally, the contract shall be made available to all employees via the school district website.

### 7.6 CONTRACTUAL AMENDMENTS

During the term of this Agreement, should the passage of any local, state or federal law, or any court decision, all appeals having been exhausted, require modification or amendment of this Agreement, the parties will bargain regarding such modification or amendment. Any agreement reached pursuant to such bargaining shall be reduced to writing and, upon ratification, shall be signed by the parties and become an amendment to this contract.

## **ARTICLE VIII- PROHIBITION AGAINST DISCRIMINATION**

Neither the employer nor the Association shall discriminate against any member of the bargaining unit for reasons of race, creed, religion, color, marital status, age, sex, national origin, disabilities or sexual orientation covered under law, or membership or activity in the Association.

## **ARTICLE IX - RULES AND REGULATIONS**

Any and all new policies, regulations and rules promulgated by the Board for which an employee(s) is to be held responsible shall be reduced to writing, posted on a worksite bulletin board and sent to the president of the SBAE. Nothing herein shall be construed as requiring any principal, supervisor or administrator to reduce to writing oral directives or instructions required of all employees at any worksite given in the course of the work day. Additionally, nothing herein shall require an administrator, principal or supervisor to post or mail to the Association president a copy of the Daily Bulletin and whatever job instructions or directives are contained therein. The Board will not be required to prescribe written rules against conduct which is illegal

in nature or which the employee understands to be a violation of employment duties.

## **ARTICLE X - ASSOCIATION RIGHTS**

### **10.1 BOARD APPEARANCES**

#### **A. General**

Representatives of the Association may request to appear before the Board by placing such request in writing to the Superintendent at least five (5) working days prior to the Board's scheduled meeting. This request shall include the topic of the presentation. If the Association makes a timely request to appear, its representative(s) shall be allowed to speak for a period of time to be established by the Board.

#### **B. Items on the Board's Agenda**

If the Association wishes to address the Board with regard to specific agenda items, a representative shall complete a "Request to Speak" card prior to the start of the meeting and present the card to the Board's secretary. The card shall indicate the specific agenda item(s) about which the representative wishes to speak and that the individual speaking represents the Association. The President of the Board shall recognize the representative prior to the Board's consideration and/or discussion of the designated agenda item or presentation from the administration regarding the item but after the agenda item has been read aloud. The representative of the Association shall be limited to three minutes, and only one person from the Association shall be recognized as the Association's spokesperson with respect to each agenda item.

It is understood by the parties that the Association shall not be permitted to appear or speak at any Board meeting on any grievance except in accordance with the grievance procedure established herein. Further, the parties understand that the Association shall not be permitted to appear before the Board on any matter if so doing would bypass a duly established committee or disrupt the orderly progress of the Board's meeting.

### **10.2 ASSOCIATION ANNOUNCEMENTS**

Announcements of Association business may be published in the school bulletin (electronic or print) provided such announcements are submitted to the principal at least 24 hours before publication and have no impact on the student body. The right to publish such announcements set forth herein shall be exclusive of any competing labor organization.

The district's website will present a link to the Association's website. The district's email system shall not be used to communicate Association business among the Association and the employees.

However, the district agrees to send an email to all employees notifying them of the date, time and location of a district-wide SBAE meeting. The SBAE shall send the information to the

Superintendent or designee for approval. There shall be no attachments or flyers. The email shall be sent out by district staff via a no-reply email.

### 10.3 ASSOCIATION VIEWS - STUDENT PRESENCE

The Association's views on matters relating to Supervisor-Employee or Board-Employee relationships shall not be discussed in the presence of students, and all such discussions shall be confined to non-working time. Non-working time is defined as those non-duty times before and after school and designated duty-free lunch times.

### 10.4 ASSOCIATION LEAVE

In the event that the Association desires to send representatives to annual Association local, state, or national conferences, a maximum of four (4) representatives, each of whom must be assigned at a different work site, shall be excused for any single annual conference with the cost of any substitutes hired to be borne by the Association. No employee shall be excused more than three (3) working days for any single annual local, state or national conference.

Nothing herein shall be construed as preventing such Association representatives from each taking up to two (2) paid leave days, per year, for the purpose of attending any Association meetings of their choosing, irrespective of whether they are annual meetings. Such paid leave days shall not be counted as personal leave days.

Total leave granted under this section shall not exceed twelve (12) working days per school year. All leave requests must be presented to the Superintendent at least 2 weeks prior to the requested leave date.

#### A. Lobbying

The Superintendent may authorize release time for any employee or employees for the purpose of lobbying the Legislature or other public officials with regard to issues deemed by the Board to be in the best interest of the St. Bernard Parish Schools.

### 10.5 ASSOCIATION - INPUT ON ISSUES

The Association and the Board recognize the importance of communication in maintaining good relationships and agree to meet and address mutual concerns not covered by this Agreement on an as needed basis. Such meetings shall not be used by the Association to circumvent the grievance process or supersede it in any manner, nor shall they be used for purposes of collective bargaining negotiations or renegotiation of any provision of this Agreement. Association officers are encouraged to communicate their concerns to the Superintendent.

### 10.6 EMPLOYEE ORIENTATION

#### A. Representatives of the Association shall be the exclusive bargaining agent

extended the opportunity to be present during an orientation for newly hired employees. At the start of each school year, the Association shall be invited to appear before new hires at some point during their induction training. Association representatives shall be given 30 minutes on the schedule after the required sign-in time to be introduced, introduce themselves, speak to the purpose of the Association, and invite new employees to any events they may have planned for them. Every effort will be made to schedule this presentation as the last presentation of the day. The Superintendent will contact the Association President with a date and time for the presentation.

B. Newly hired bargaining unit support employees shall be oriented, given benefit and wage information and assigned to the supervisor under whose direction they will work by the Personnel Department. The supervisor will conduct whatever orientation is needed in connection with the job to which the employee is assigned. The newly-hired employee will be informed by Personnel that his position is covered by the collective bargaining agreement and that he may obtain a copy of the Agreement from the district website.

#### 10.7 ASSOCIATION USE OF DISTRICT FACILITIES

The employer will allow the Association to use the district training facility for committee, general or building employee meetings outside of school attendance hours provided that the Association bears the costs traditionally associated with the use of such facilities if additional costs are above and beyond the costs which would otherwise be incurred by the Board. If the district training facility is unavailable, another available facility shall be provided. Use of the district training facility will only be allowed outside of school attendance hours. This provision shall not be applicable to any meetings of more than ten (10) persons if less than 90% of those in attendance, excluding presenters, are employees of the Board. No competing labor organization shall be extended this right during the term of this agreement.

#### 10.8 ASSOCIATION MATERIALS

Association members will be allowed to possess Association materials in their offices, rooms or desks with the stipulation that such material will not be distributed by or to any bargaining unit member except during non-working time. Such materials will not be overtly displayed to students or worn by bargaining unit members or placed in a location or in such a manner as to be disruptive of the educational process, the understanding of the parties being that the work setting, during the course of the school day, will not be used to advertise labor disputes.

#### 10.9 BUSINESS BY ASSOCIATION REPRESENTATIVES ON SCHOOL PROPERTY

Representatives of the Association shall be the sole collective bargaining representatives of the employees covered by this Agreement permitted to administer this agreement and handle grievances on school property during school hours provided that such visits to work sites are begun by first reporting to the office to notify the administrator in charge of said representatives' presence on school property. The date and time of the visit must be scheduled and approved by the administrator in charge. Meetings with employees shall be limited to a maximum of two (2) per year and conducted during employees' non-working time, which, during the work day, is only

the employees' duty-free lunch time. In no event shall more than two (2) Association representatives, not to include the building representative, be present in any single work location without the express consent of the principal.

#### 10.10 ASSOCIATION PAYROLL DEDUCTIONS

Employees shall have the right to request that any dues or checkoff they have agreed in writing to pay to the Association be deducted from their paychecks. Upon receipt of a properly executed dues or checkoff authorization form from any employee, the employer will regularly and routinely deduct from such employee's pay the sum said employee has agreed to pay the Association during the period provided for in the employee's checkoff authorization. Said deduction shall be divided into twenty-four (24) equal payments each school year. In the event there is a dues or checkoff change, a list including the names, social security numbers and the new amounts to be deducted for each employee shall be provided to the Finance Office. Any changes in dues or checkoff which are made after the initial membership enrollment period for any membership year and which cost more than \$100.00 to implement (cost meaning cost to the School Board for clerical/programming time) shall be charged to the Association. The parties understand that the hourly rate charged to the Association for clerical/programming help in making such programming changes shall in no case be more than regular hourly salary which said employee(s) earn. Any employee wishing to discontinue his or her checkoff or dues deduction must notify both the Association and the Finance Office of such desire in writing within the first 10 working days of the school year. Discontinuance shall become effective no later than ten (10) working days following notification to the Finance Office. The official membership form for the Association shall be recognized as the official authorization form for payroll deduction or checkoff of dues. It is understood that the terms and conditions of said membership form are contractually binding upon said member, including provisions for continuous payroll deduction of dues until and if said member expresses in writing his or her desire for such deductions to be discontinued in accordance with the language contained in said membership form; however, an employee who is promoted or transferred to a supervisory or administrative position shall have the right to immediately discontinue his checkoff at any time, notwithstanding any provision of this agreement to the contrary or any provision of his check off authorization. Authorization for dues or checkoffs submitted to the Finance Office by the 15th of any month shall become effective by the first pay period of the following month. Such deductions shall be remitted by the Finance Office to the Association within thirty (30) days following each pay period. The Association agrees to indemnify, defend and hold harmless the Board in the event any member of the bargaining unit takes any legal action as a result of the checkoff or dues deduction specified herein. This indemnity and defense obligation will extend to payment of all legal fees for the Board's counsel, costs of court, any expert costs that may be involved and the full payment of the judgments rendered and settlement as may be entered into. During the term of this Agreement, the checkoff/dues deduction right extended to the Association in this section shall not be extended to any labor organization competing to represent bargaining unit employees covered by this agreement.

#### 10.11 ASSOCIATION MATTERS - BOARD AGENDA

Without the necessity for any special request, the president of the Association or his or her designee shall be given 48 hours notice of any regular meeting of the Board. A copy of the

tentative agenda for any regular meeting or a statement of the purpose of any special meeting will be delivered to the president of the Association or her designee at least twenty-four (24) hours prior to the commencement of the meeting. No competing labor organization shall be extended the right to such special notice during the term of this Agreement.

#### 10.12 PERTINENT INFORMATION - ASSOCIATION

The Board shall provide the Association with a copy of the agenda and minutes of all Board meetings. Upon written request, the Board shall also furnish a copy of the DVD of all Board meetings, annual financial reports and audits, a register of support personnel, their job classifications, certifications, and licenses, a register of certificated personnel and their areas of concentration, the tentative budget, the name, job title, location, seniority and experience credit held by all bargaining unit members, and the compensation paid to all bargaining unit members. Additionally, the Board will respond to all reasonable requests for other information of a non-privileged nature as may be necessary for the Association to process grievances or complaints or to otherwise assist in collective bargaining.

#### 10.13 CONTRACT - UNIFORM APPLICATION

Both parties agree that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious or illegally discriminatory.

#### 10.14 ASSOCIATION RIGHTS - EXCLUSIVE

The exclusive rights granted to the Association in this Agreement shall not be granted or extended to any competing employee organization nor shall the Board allow any representative of any competing organization to address, during any official meeting of the Board, matters relating to employee grievances, negotiations in progress or wages, hours or other terms and conditions of employment.

#### 10.15 BULLETIN BOARD AND MAILBOXES

The Association shall have the right, exclusive of any competing labor organization, to use the school mailboxes without U.S. postage as long as it is legal for the Association to do so. Also, the Association shall be provided a mailbox of its own at the School Board office. No competing labor organization shall have such a mailbox at the School Board office. Moreover, the Association may locate at each school site a bulletin board, not to exceed 3' x 3' in size, in the faculty or employee lounge and/or dining room at that school site. This bulletin board shall be reserved for the exclusive use of the Association. No competing labor organization may post its materials on any school bulletin board during the term of this Agreement.

#### 10.16 ANNUITY PAYROLL SLOT

The Board agrees to provide one payroll deduction slot to be used by employees to deduct payments for a Union-recommended annuity program. The Union agrees to coordinate efforts with the third-party administrator to ensure the recommended annuity program meets

specifications for IRS compliance.

## **ARTICLE XI - DISCIPLINE AND DISMISSAL**

If an employee's conduct shall become the subject of a complaint or should it warrant possible discipline, the administrator/supervisor conducting the disciplinary hearing will follow procedures in accordance with the provisions of this Article and LA RS 17:441, 442, 443, 492, 493 and other applicable provisions of state law.

### **11.1 PROCEDURES FOR DISCIPLINARY ACTION TAKEN BY ADMINISTRATORS/ SUPERVISORS**

A. Disciplinary conferences shall be held in a closed door setting. Any substantive discussion regarding an allegation or complaint preliminary to a disciplinary conference shall take place in a private setting. If the employee does not consider the setting to be sufficiently private, he may voice his objection and the discussion shall take place in the administrator's/supervisor's office.

B. Prior to any final action of a disciplinary nature being recommended or taken, a disciplinary conference shall be conducted between the administrator/supervisor and the employee in accordance with the provisions of this Article.

C. The administrator/supervisor shall, at all times, proceed in a manner which assumes the innocence of the employee until such time as she makes her recommendation or decision.

D. At any disciplinary conference, the employee may be accompanied by a non-attorney representative.

E. Complaints involving moral offenses concerning students which become the subject of any disciplinary conference shall be reduced to writing with sufficient specificity to fully apprise the employee of the nature and substance of the allegations along with the identity of the person making the allegations. A period of at least 72 hours will be allowed by the administrator/supervisor who called the disciplinary conference for the employee to prepare a response to the allegations. No decision regarding discipline will be made prior to expiration of the 72 hour period or prior to receipt of the employee's response, whichever occurs first. Disciplinary conferences relating to complaints or conduct of any other nature will be scheduled only upon 48 hours notice.

F. If the allegation is determined to be unfounded, all documents relating thereto shall be expunged from the files of the Board.

G. One purpose of the disciplinary conference will be to fully explain to the employee the reasons why disciplinary action is being considered or why it may be warranted before any discipline is imposed.

H. Another purpose of the conference is to give the employee the opportunity to present any information, evidence or mitigating circumstances which he believes should preclude or moderate any disciplinary action.

I. The employee's building level file shall be available at this conference for review by the employee and by the employee's representative if the conference is held on building grounds. If the conference is held at the School Board office, the employee's personnel file will be available for inspection.

J. If imperative or special circumstances make the convening of an informal disciplinary conference impossible or impractical within a reasonable period of time, it shall not be required to convene such a conference.

K. After conclusion of a disciplinary conference, the administrator/supervisor conducting the conference shall make his decision, in writing, with a copy to the employee involved.

L. Uncorroborated anonymous complaints shall not be used as the basis for an employee's reprimand, criticism or discipline.

If the administrator/supervisor's decision involves the recommended suspension without pay, the reduction in pay, or involuntary demotion or dismissal of an employee, the administrator/supervisor shall make his recommendation in writing to the Superintendent with a copy to the employee involved and his representative of record if there is one. The Superintendent shall either affirm, modify, or overrule this written recommendation in accordance with the provisions of RS 17:441, 442, 443, 492, or 493 and other applicable provisions of state law.

## 11.2 NO DISCIPLINE EXCEPT WITH JUST CAUSE

No employee shall be disciplined without just cause and without being afforded due process. No employee will be arbitrarily disciplined or disciplined on account of whim or caprice. As used herein, the term "discipline" includes written warnings and written reprimands, notices of verbal warning or verbal reprimand reduced to writing, suspensions and discharge. Discipline may include a demotion, involuntary transfer or reduction of rank if the reason therefore involves an employee's violation of rules, misconduct or other unsatisfactory performance. When disciplinary action is taken, written notice of the reason for the disciplinary action will be mailed to the employee's last known home address or delivered by hand to the employee.

## 11.3 DISCLAIMER PROCESS

An employee shall be permitted an Association representative at any step in the discipline process and shall be advised by the Board of his right to Union representation. If he subsequently appears at any step in the process without a representative, he will be asked whether he wishes to disclaim the representation of the Association. If he indicates that he wishes to disclaim, he shall



so indicate on a disclaimer form to be printed in quadruplicate. One copy of the disclaimer form shall be placed in the employee's personnel file, one copy shall be given to the employee, one copy shall be given to the Superintendent and one copy shall be given to the president of the Association.

11.4 DISPUTES REGARDING DISCIPLINE

Disputes relating to disciplinary actions taken by an administrator/supervisor shall be grievable and arbitrable in accord with the grievance and arbitration procedures set forth in this Agreement, except that disputes involving the suspension without pay, reduction in pay, or involuntary demotion or dismissal of an employee shall not be the subject of the grievance or arbitration procedures established in this Agreement. It is expressly understood by the parties that a recommendation for the suspension without pay, reduction in pay, or involuntary demotion or dismissal of any employee by the Superintendent shall be pursuant to R.S. 17: 492, 493 and 441, 442, and 443. Disputes regarding the discipline of support employees, other than tenured bus drivers, which involve the suspension without pay, reduction in pay, or involuntary demotion or dismissal shall be in accordance with those provisions of LA RS 17:443 for non-tenured teachers and shall not be grievable or arbitrable. Further, the provisions of this article shall not be applicable to dismissal or non-renewal of any employee for reason of reduction of staff or curtailment or elimination of any program.

11.5 SUSPENSION

The entitlement of any employee to wages, fringe benefits or any other benefit: (1) during a period of suspension pending a discharge hearing or a removal hearing or (2) during a disciplinary suspension shall be in accord with the provisions of state law.

**ARTICLE XII - WORKING CONDITIONS**

12.1 IN GENERAL

<b>A. Work Year for Certificated Personnel</b>	<b>Number of Days</b>
9 month employees	186
9-1/2 month employees	196
Middle/High School Counselors (5 days prior to the start of the school year and 5 days after the close of the school year)	196
10 month employees	206
Ed. diagnosticians, social workers, school psychologists 5 days prior to the start of the school year and 15 days after the close of the school year)	206
11 month employees	226
12 month employees	242

<b>B. Work Year for Non-Certificated Personnel</b>	
9 month employees	182
10 month employees	202
12 month employees	242

C. School Year

The school year shall consist of 186 days unless and until the contrary is mandated by State or BESE regulations. The school-year breakdown would be as follows:

178	Student attendance (instructional) days
1	Records Day
2*	Inservice/Report Card Conference Day*
<u>5</u>	In-Service/Faculty Meeting
186	Days

\*The calendar committee shall determine the date(s) and time(s) of Report Card Conference day(s).

D. School Calendar

The school calendar shall be developed with employee input. A school calendar committee shall be formed consisting of the Superintendent or his designee, the SBAE president or designee, three teachers respectively from the elementary, middle and high school levels selected by the SBAE, three educational support people selected by the SBAE, and three principals respectively from the elementary, middle and high school levels selected by the Superintendent. This committee shall develop one or more versions of the calendar to be voted on by administrators, teachers and support personnel and subsequently presented to the Board for approval. This committee shall develop its proposal or proposals no later than Thanksgiving of each school year. The vote referenced herein shall take place no later than December 31 of each year. The Board shall give every consideration to approving the calendar proposal that was accepted by a majority of the voters in the school system. Once adopted by the Board, calendar highlights will be posted on the district website no later than January 31.

E. Daily Register

All employees shall sign in upon arriving at school. Responsibility for signing in shall not be delegated. Any employee who leaves before the hour of dismissal shall also record the exact time for the early departure. Prior to any early departure, that is a departure for the remainder of the school day, the departing employee must notify his principal or immediate supervisor of the time and reason for the early departure and obtain permission to depart early.

F. Tardiness

No employee shall suffer any loss or deduction of pay for tardiness, except in accordance

with state law. It is understood that excessive tardiness can result in disciplinary action and that punctuality is expected of employees at all times. Any employee who is not present and prepared for duty at the time established for his duty to commence shall be considered tardy unless he first obtains permission to be late from the principal or the principal's designee. All incidents of tardiness and reasons therefore shall be reported to the principal by the tardy employee in writing.

G. Class Size

Class size shall not exceed that permitted by State law and regulations.

H. Health and Safety

No bargaining unit member, coaches, band directors, custodians, maintenance employees and food service workers excepted, shall be required to enter a building alone or to be left alone in a building either before or after his or her reporting or departing times.

Bargaining unit members shall not be required to work in unsafe or hazardous buildings or areas or to perform unsafe tasks or to drive unsafe or hazardous bus routes. If an employee believes that he is being asked to work in an unsafe or hazardous building or area or to perform an unsafe task, he shall immediately report his concerns to his immediate supervisor who will review the situation. Following this review, if there is a dispute between the bargaining unit member and the supervisor regarding whether the building or area is unsafe or hazardous or whether it is unsafe for the bargaining unit member to perform any given task, the bargaining unit member may request that the situation be reviewed by the Superintendent or by the Superintendent's designee before work continues. If the Superintendent determines that the building or area is not unsafe or hazardous or that the performance of any particular task is not unsafe, the bargaining unit member may grieve and continue to work or decline to work. If the employee declines to work, the Superintendent has the right to discipline the employee. Any dispute arising out of such disciplinary action shall be handled in accordance with the provisions of the grievance and arbitration procedure set forth in this Agreement.

H. Emergency Notification/Telephone Messages

Each employee shall be notified without delay of information of an emergency. All other telephone messages shall be placed in an employee's mailbox or, if the employee does not have a mailbox, in an area designated for messages at the end of each class period. As an alternative, time permitting, the school secretary will make every effort to notify the employee via email.

I. Travelling Employees – Set Up and Take Down

Traveling teachers shall be given time for take down and cleanup at one work site, for travel to their next work site, and for set up at the next work site. The amount of time permitted for these purposes shall be based on the amount of time needed to perform these tasks and the travel distance from one work site to the next. In no instance shall the time permitted exceed one class period.

Maintenance employees required by their supervisor to move from one work site to

another prior to completion of their assignment at the first work site shall be allowed a reasonable time to gather their tools and move to the next work site.

J. Mileage Supplement Provision – Travel Allowance

Employees who are required to travel from work location to work location shall be reimbursed at a rate of \$.48 cents per mile for all mileage incurred in the use of their own vehicles while traveling from work location to work location for the purpose of performing routine, officially required, Board assigned duties, not including travel to and from the work location for the regular school day as defined in Article 12. Mileage shall not be paid for travel to and from an employee's home and his work location.

K. Absenteeism Telephone Calls

Employees, with the exception of paraeducators, shall not be required to place daily notification calls to parents or guardians of absent students or to fill out attendance letters.

L. Transportation of Students

Employees shall not be required to transport students in their automobiles but shall be responsible for calling appropriate emergency vehicles to the scene in cases where the immediate health or safety of a student is in jeopardy.

M. Breakfast Money/Lunch Money/Milk Money

No teacher shall be required to collect breakfast money at any school. No high school or middle school teacher or paraeducator at any school shall be required to collect lunch/milk money provided there is a duty position at such school to handle this responsibility. Nothing herein shall prevent any teacher or paraeducator from volunteering to collect such money.

N. Restrooms and Lounges

The employer shall make lunch room and lavatory facilities available in each school for the use of employees and shall designate at least one (1) room which may be utilized as an employees' work room. A faculty lounge will suffice for this purpose.

O. Discipline and Control of Students

The discipline and control of students shall be in accord with the guide to student conduct applicable, i.e. the elementary school guide, the middle school guide or the high school guide. Discipline imposed in accordance with these guides shall have the full support and backing of the employer.

The Superintendent shall establish a discipline committee consisting of one (1) elementary school principal or assistant principal selected by the Superintendent, one (1) elementary school teacher selected by the Association, one (1) middle school principal or

assistant principal selected by the Superintendent, one (1) middle school teacher selected by the Association, one (1) high school principal or assistant principal selected by the Superintendent, one (1) high school teacher selected by the Association, one (1) parent selected by the Superintendent, one (1) transportation employee selected by the Association, and one (1) paraeducator selected by the Association, and the Supervisor of Child Welfare and Attendance. The Association shall be given at least a two-week notice prior to the meeting scheduled by the Supervisor of Child Welfare and Attendance.

This committee shall also make recommendations and draft guidelines for handling the continually disruptive students who are not candidates for evaluation for special education.

The committee established herein will meet annually, at least 2 weeks prior to the Board Committee Meeting at which the Guide is presented, to review the discipline policies. Should any committee member need to be replaced during the term of this Agreement, after a vacancy the Superintendent shall fill such a vacancy caused by one of his appointees and the Association shall fill a vacancy caused by one of its appointees. The Superintendent shall present the recommendations of the discipline committee to the Board for its approval or rejection.

Members of the bargaining unit may use such reasonable force with a student as is necessary to protect themselves, a fellow bargaining unit member, any other non-bargaining unit employee, teacher, administrator or another student from attack, physical abuse or injury, or to prevent damage to district property.

All parents and students shall be informed of the discipline policy at or near the onset of the school year through appropriate publications and/or notices. The president of the Association shall also be provided with copies of the discipline policies for all school levels at or near the onset of the school year together with any publications and/or notices regarding discipline policies given to parents and students.

The parties recognize that the consistent, fair and uniform administration of discipline is in the interest of the school system and all parties involved in the discipline and control of students will strive at all times to consistently, uniformly and fairly administer School Board policy under the Guide to Student Conduct. The parties also recognize the provisions of the Teachers' Bill of Rights, which is included in the Guide to Student Conduct and published on the district's website.

P. Administering/Dispensing of Medicine/ Non-Complex health Procedures

(1) No bargaining unit member, with the exception of special education teachers, bus riders and paraeducators who have received requisite training and who are qualified under state law, and with the exception of school nurses, shall be required to perform a non-complex health procedure as defined in R.S. 17:435 or 17:436 without the requisites of those enactments having first been met. With the exception of those paraeducators exempted in (5), below, special education paraeducators may be required to dispense medicine and perform non-complex health procedures as part of their jobs.

(2) Medication will be administered or dispensed by employees only in such manner and under such circumstances as the law provides.

(3) The fact that administering or dispensing medicine or performing a non-complex medical procedure as discussed herein might be required of a paraeducator or bus rider will be indicated to the paraeducator or bus rider prior to his or her hire.

(4) (a) Any paraeducator or bus rider hired, on or after June 27, 2000, and trained to perform non-complex health procedures on a full-time basis as provided in this Article shall be paid a one-time supplement of \$500 upon completion of initial training and achieving qualification. However, notwithstanding any provision of this Agreement to the contrary, such paraeducator or bus rider will not be permitted to voluntarily transfer from his or her assigned position for a period of two years after completion of training and qualification except upon approval of the Superintendent. However, upon any such transfer either before or after the two year period, the employee will be assigned to the back-up pool provided for in 12.1 P (4)(b).

Any paraeducator or bus rider who performs, for an entire school year, non-complex health procedures such as catheterizations, postural drainage, percussion, tracheostomy suctioning, gastrostomy feeding or procedures other than toileting/diapering, bowel/bladder training, toilet training, oral dental hygiene, lifting/positioning, and oral feedings or general growth screenings, on a full-time basis will be provided a \$1000 supplement per year for performance of those duties. If the paraprofessional or bus rider performs the above non-complex health procedures for just one entire semester, he/she shall be paid a supplement of \$500.

(b) The Board will form a pool of employees in the number needed who are classified as paraeducators, bus riders or special education teachers to undergo training in certain non-complex procedures (for example, as are required by ventilator-assisted children) and act as back-ups. These back-ups will remain on call to perform these procedures as substitutes as long as they are employees of the Board. From time to time, these back-ups may also be directed to spend time in on-the-job-training as the Board may direct. When performing as a substitute or undergoing training, these back-ups will be paid the rate-of-pay for their regular position with the Board. The Board will attempt to form the back-up pool with volunteers who are assigned for performance of their regular duties at the work sites where they will be needed to work as back-ups. Volunteer back-ups may also be required to ride the bus with any student they are required to assist. If the Board does not get the number of volunteers needed, the Board will assign the least senior paraeducator(s) to make up the shortfall. Upon completion of initial training and achieving qualification, each member of the back-up pool will receive a one-time \$500 supplement.

(5) Any paraeducator or bus rider hired prior to the 1990-91 school year assigned to perform catheterizations per R.S. 17:435 or any non-complex health procedure listed in R.S. 17:436 (A)(2) may decline. However, the employee refusing the assignment and least senior paraeducator or bus rider not assigned to perform such a procedure will be cross transferred.

#### Q. Staff Meetings

Meetings of the entire faculty scheduled outside of the normal school day shall not exceed eight (8) per year. Such meetings shall commence no later than 15 minutes after the end of the school day. Should such faculty meetings exceed sixty (60) minutes in duration, an employee's attendance at meetings past sixty (60) minutes shall be voluntary; however, the failure of any one or no employees to remain past sixty (60) minutes shall not affect the further progress of the meeting or any decision making. The provision of this section shall be deemed completely satisfied in the event any principal or administrator in charge of any school schedules faculty meetings of a number and duration agreed upon by a majority of his/her faculty members in writing. AdvancEd meetings and any meetings required by emergency shall be in addition to those set forth in this section. AdvancEd meetings shall be voluntary, except for when the district is involved in a five-year study.

PLC meetings conducted during planning periods shall not exceed two (2) per week for a specific grade level or content area.

Support employees may attend staff meetings held outside of regular school hours if they choose to do so. They may be required to participate in staff meetings devoted to AdvancEd accreditation for five-year self-study.

#### R. Requisition Policy

Employees shall be given the opportunity to submit requisitions for needed supplies and materials after first obtaining the supervisor's approval. The employer acknowledges that the input and suggestions of employees regarding supplies and materials is both important and helpful.

#### S. Telephone Facilities

The parties recognize that private personal telephone calls during the course of a work day should be kept to an absolute minimum. However, a telephone will be made available for such calls in the faculty lounge or in some other area of the school. Personal cell phones shall not be used by employees for personal calls during working hours when students are present and/or when employees are involved in meetings, workshops, and conferences.

#### T. Typing and Duplicating Facilities

Each teacher shall have non-exclusive access to a computer, printer and copy machine. School computers and laptops shall be used for educational purposes only and are not to be used for personal business. Only school-authorized software and applications shall be placed on school computers and laptops. When not in use, laptops shall be locked in a desk or cabinet or in a locked room.

#### U. Use of School P.A. System for All Calls

"All calls" shall be limited to announcements made at the beginning and end of the school day and during the first or last minute of any class period as needed.

V. Early Childhood Facilitators/Paraeducators

The terms and conditions of employment for Early Childhood facilitators and paraeducators, including hours of work, duties performed, salary and benefits and maximum salary to be paid shall not be governed by any provision of this agreement, but instead by the provisions of the programs under which these positions are established. The Board shall also have the right to abolish the Early Childhood Program or abolish the positions created by those programs at any time.

Depending upon available funds, the salaries of Early Childhood facilitators may change from year to year. The parties recognize that a salary cap is in place for Early Childhood facilitators. Those employees facing a salary cap may request transfer to a vacant position during the transfer process.

W. AdvancEd

The parties understand and agree that employees shall assist in the AdvancEd effort, as long as the Board continues in the program, by fulfilling all AdvancEd requirements.

X. Medical Exams

If the Board requires an employee to undergo a medical examination by its designated physician as a condition of continued employment or as a condition for return to employment from leave, the Board shall pay the costs of such examination.

Y. Polygraph Testing and Fingerprinting of Employees

No employee shall be required to be polygraphed. If polygraph testing becomes State law, the School Board shall make appropriate regulations to comply after consultation with the president of the Association and his or her designees so that they may be informed of the reasons for and the plans for implementation of such a policy. Any polygraphing required shall be at the Board's cost. Fingerprinting of employees shall be done in accordance with state law.

Z. Drug/Alcohol Testing

It is the duty of the Board and all employees to insure the safety, health and welfare of children. Accordingly, the parties adopt and agree upon the following drug and alcohol testing procedures in an effort to maintain a drug and alcohol free school environment with minimum intrusion into the personal privacy of employees.

(1) Drug Free Work Place Policy – The Boards' "Drug Free Work Place Policy" shall remain in full force and effect, and all employees are required to observe this policy. Compliance with this policy is a condition of employment. Any employee who violates this



policy will be subject to disciplinary action, up to and including discharge. A copy of the policy will be given to all new employees. Any incumbent employee not familiar with the policy may obtain a copy at the personnel office or union office.

(2) “Reasonable Suspicion” drug and alcohol testing

(a) All employees will be subject to drug testing upon reasonable suspicion of drug or alcohol use at work. All employees will also be subject to drug or alcohol testing upon reasonable suspicion of being under the influence of alcohol or drugs while at work.

(b) An employee will be required to submit to “Reasonable Suspicion” drug or alcohol testing whenever two supervisors or administrators concur that a reasonable suspicion exists to test an employee for drugs or alcohol. The determination will be based on specific observations concerning an employee’s appearance, behavior, speech or body odors which are suggestive that the employee is under the influence of drugs or alcohol. The supervisors or administrators who determine that “reasonable suspicion” for drug or alcohol testing exists must make a written record of the observations they believe justify the test. This written record must be made within 24 hours of ordering an employee to submit to testing or before any test results are released, whichever is earlier.

(3) Pre-Employment, Random and Post-Accident Alcohol/Drug Testing for employees in “safety sensitive” positions

(a) The Custodian, Maintenance and Bus Operator positions are hereby designated as “safety sensitive” in that employees in these classifications drive vehicles, operate or repair potentially dangerous machinery and equipment and/or handle hazardous substances. Bus Operators drive vehicles which transport children. Maintenance employees who drive maintenance vehicles, operate maintenance equipment and are responsible for the safety of the buildings and appurtenances used by children. Custodians are responsible for the safety of school buildings and for maintenance of the grounds on which children recess and participate in sports activities. Both Custodians and Maintenance employees use hazardous substances in the course of their work, and both are responsible for building security.

(b) Pre-Employment drug and alcohol testing will be required of every Custodian, Maintenance employee and Bus Operator before he begins the performance of duty. These tests will be required of successful job applicants for the Custodian, Maintenance and Bus Operator classifications after the Board has informed the applicants of their selection. An applicant, once selected, must pass the drug and alcohol tests as a condition of actual hire.

(c) Random Testing – In addition to “Reasonable Suspicion” drug testing which is applicable to all employees, Bus Operators, Custodians and Maintenance employees will be ordered to submit to “random” drug and alcohol testing. Random tests shall be conducted on a random basis at unannounced times throughout the year. Tests for alcohol shall be conducted just before, during, or just after the performance of job duties.

The number of random alcohol tests conducted annually will equal 25% of the average number of Custodian, Maintenance and Bus Operator positions. The number of

random drug tests conducted annually will equal 50% of the average number of Custodian, Maintenance and Bus Operator positions. Employees in these classifications shall be selected for testing by a scientifically valid random process, and each employee in these classifications shall have an equal chance of being tested each time selections are made.

(d) Post accident testing will be required for any Custodian, Maintenance employee or Bus Operator who becomes involved in an accident while operating a School Board vehicle.

(4) Reporting – An employee ordered to report for a drug or alcohol test must make himself available at the place designated for such test within 2 hours of notification. If an employee is on duty when notified to report, it will be the Board’s responsibility to secure a replacement for the employee, if one is needed.

(5) Discipline

(a) Any employee who is instructed to submit to a drug or alcohol test and who refuses to do so shall be subject to disciplinary action, up to and including discharge.

(b) Any employee who tests positive for drugs or alcohol shall be subject to disciplinary action, up to and including discharge.

(c) Any employee who is instructed to enter a drug or alcohol treatment program as a condition of continued employment and who does not enter such a program or who fails to meet the requirements of such a program shall be discharged.

(6) Procedure for Drug and Alcohol Testing – All drug and alcohol tests conducted pursuant to this Section shall be conducted in accordance with appropriate and applicable state and federal law.

(7) Treatment and Assistance – Any employee who tests positive for drugs or alcohol in connection with reasonable suspicion, random or post-accident testing will be furnished the names and addresses of substance abuse treatment programs which evaluate and assist individuals in resolving drug and alcohol problems. The Board may make successful completion of a treatment program a condition of employment for an employee who tests positive and may require the employee to undergo periodic testing to insure compliance with such treatment program. The employee shall bear all costs associated with any treatment program.

(8) Amendment to Insure Compliance with Law – The provisions of this section may be amended from time to time, in the discretion of the Board, in order to insure that they comply with applicable federal and state law, rules and regulations, including but not limited to Department of Education and Department of Transportation regulations and guidelines.

AA. Smoking Policy

All school properties and facilities shall be smoke-free as dictated by state law.

AB. Bonding

Employees required to handle money shall be protected by an employee's bond provided at the Board's cost.

AC. Waiver of Placement

Bargaining unit employees will have the right to place their children in schools outside of the districts where they live. However, out of district placement shall only be as follows:

An employee based at a school may only place his child at that school. If that school does not accommodate his child's grade level, such employee may only place his child at the school in closest geographical proximity to his home base which accommodates his child's grade level. Employees home based at a non-school work site, eq. Bus garage, Business Office, Special Education Office, Administration Office, may only place their children at the schools which accommodate their children's grade levels in closest geographical proximity to their non-school work sites.

Any child placed out of his home district whose employee-parent transfers from one home-based school or work site must transfer his child in order to stay within the criteria for out of district placement set forth in the preceding paragraph, but not until the next school year if school has already started. An employee who wants to transfer his child during the school year must obtain the approval of the Superintendent or his designee.

AD. Public Criticism

No employee, whether bargaining unit or management, shall be reprimanded or criticized in front of any parent, teacher, pupil or other person except within the context of a grievance or disciplinary hearing.

AE. Vacations

(1) In order to be eligible for vacation pursuant to this subsection, 12.1 AE (1), an employee must meet the following criteria: (1) he must have been employed by the Board on July 1, 1993, and (2) he must have been in a 12 month position after July 1, 1993 or assigned to a 12 month position after July 1, 1993 and prior to July 1, 1999.

(a) Employees meeting the foregoing criteria shall receive annual vacation in accordance with the vacation plan in effect on July 1, 1993. According to that plan:

(i) Employees earned no vacation during the first six months of employment;

(ii) Earned up to five work days of vacation from the beginning of their seventh month of employment through June 30 of their first fiscal year of employment;

(iii) Earned ten work days of vacation each fiscal year beginning with their second through fifth fiscal years of employment;

(iv) Earned fifteen work days of vacation each fiscal year beginning with their sixth through their tenth fiscal years of employment; and

(v) Earned twenty work days of vacation each fiscal year of employment thereafter.

(b) Employees falling into this category may not carry over from year to year a greater number of vacation days than that which the employee was carrying over as of July 1, 1997 or 20 days, whichever is greater.

(c) If an employee falling into this category agrees to waive a scheduled vacation at the Board's request which has already been approved and if the employee's next choice for scheduled vacation is not approved, the employee shall be paid for the vacation time not taken at the end of that year. Otherwise, any vacation time not permitted to be carried forward to a subsequent year shall be lost.

(2) All employees newly hired into 12 month positions after July 1, 1993 or hired before July 1, 1993 but not assigned to a 12 month position until after July 1, 1999:

(a) Employees falling into this category shall accrue vacation each fiscal year on the following basis:

(i) During an employee's first year of employment, beginning with his seventh month of employment through June 30 of that fiscal year -- up to 5 days.

(ii) From the beginning of the second fiscal year through the end of the ninth fiscal year -- 10 days each fiscal year.

(iii) From the beginning of the tenth fiscal year through the end of the twentieth fiscal year -- 15 days each fiscal year.

(iv) From the beginning of the twenty-first fiscal year through the employee's date of separation -- 20 days each fiscal year.

(b) An employee falling into this category may not carry over from year to year more than 20 days of unused vacation. If an employee agrees to waive a scheduled vacation at the employer's request which the employer has already approved and the employee's next choice of vacation schedule is not approved, the employee shall be paid for it at the end of that year. Otherwise any vacation not permitted to be carried shall be lost.

(3) No employee, irrespective of the category into which he might fall, shall take vacation time without notice to the employer and the employer's approval. In approving vacations, the employer shall consider the employee's needs and wishes, the availability of other employees to provide needed coverage and unusual circumstances that might require the employee's presence. The employer shall not unreasonably reject a vacation schedule proposed by an employee. If two or more employees wish to schedule simultaneous or overlapping vacations and cannot be accommodated, the most senior employee shall be given first choice.

AF. Instructional Fees

The Board agrees to pay the instructional fees for the children of all bargaining unit members who attend the pre-K-12 public schools in St. Bernard Parish.

12.2 CERTIFICATED EMPLOYEES

A. Regular School Work Day – Certificated Personnel

(1) TEACHERS/CERTIFICATED PERSONNEL, EXCEPT PUPIL APPRAISAL TEAM MEMBERS - Regular work hours for teachers will consist of a 7-hour day. During a five-day work week, the foregoing hours shall be observed on all working days within the regular school session whether or not students are present unless students have been excused for an emergency or have not been required to report for school because of an emergency or life-threatening occurrence or threat. It is understood by the parties that certain special duties may require the attendance of an employee either before or after regular school hours. Such duties shall consist of the following: 1) morning duty which shall not commence earlier than 25 minutes prior to the beginning of regular school day (or the arrival time of students, whichever is lesser) except in case of emergency; 2) afternoon duty which shall end no later than 25 minutes after the ending of the regular school day; 3) hall duty; 4) any special duty required for the safety or welfare of school children.

The schedule of regular school hours may be adjusted by the Board to accommodate a hot-weather schedule in the event the air-conditioning system at any school should break down and if more than two weeks will be required to make repairs. The schedule of regular school hours may also be adjusted to accommodate changes in bus schedules; however, prior to implementing such changes, the Board will notify the Union and make a good faith effort to consider the full impact on the bargaining unit and attempt to reach an agreement before such changes are implemented.

Regular school hours for high school, middle school and elementary school teachers shall not exceed seven consecutive hours unless required by state law or regulation.

Traveling teachers will follow the regular school hours of the school at which they are based, but in no case shall any traveling teacher work more than a seven consecutive hour work day.

In the event the Board should determine during the term of this Agreement that a change in the number of consecutive school hours, for reason other than a four consecutive regular school day work week, is in the best interest of the school system, the parties agree to bargain in good faith regarding this issue before any change is put into effect.

(2) PUPIL APPRAISAL TEAM MEMBERS - During a five-day work week, pupil appraisal team members shall work seven hours per day. Starting and ending times will be set by the Special Education office. In addition to this seven hour period, 30 minutes shall be allotted for pupil appraisal team members to check in at the Special Education office, receive any assignments or instructions from supervisors, receive phone messages or otherwise communicate with supervision in order to assure the orderly and efficient progress of the pupil appraisal team mission. In agreeing to a seven hour day with the 30 minute time allotment mentioned above instead of requiring a seven and one half hour day, the parties agree that the quality and quantity of work required of the pupil appraisal team members shall not be compromised. It is understood by the parties that the regular hours for pupil appraisal team members may be exceeded for attendance at staffings, and that team members will continue their present practice of scheduling meetings with parents or other professionals, as needed, outside of regular school hours.

(3) SCHOOL NURSES - School Nurses shall work a seven hour day. Their starting and ending times shall be set by the Special Education office.

(4) INSTRUCTIONAL COACHES – Instructional coaches shall work an eight hour day. Their starting and ending times will be set by the school principal.

#### B. Regular School Work Week

The regular school work week shall consist of five (5) consecutive regular school days commencing on Monday and ending on Friday. In the event the Board should determine during the term of this Agreement that any other change in the regular school work week is in the best interest of the school system, the parties agree to bargain in good faith regarding this issue before any change is put into effect.

#### C. Reporting and Departing Time

Teachers are responsible for assisting in the orderly opening and dismissal of school. Accordingly, on each school day, teachers shall report to their schools prior to the start of the school day in order to sign in and make any necessary preparations in their classrooms for the beginning of class. Teachers, with the exception of those on morning duty, shall be in their classrooms prepared to commence teaching five (5) minutes prior to the start of regular school hours. Teachers shall remain in the building at least five (5) minutes after the dismissal of class.

Teachers with special duties shall report and depart in accordance with the prescribed duty schedule as established for their schools.

Pupil appraisal team members and all other non-teaching personnel covered by this

agreement shall sign in at their place of duty sufficiently in advance of the beginning of their work day so as to be prepared to commence work when work time is scheduled to begin.

#### D. Lunch Period

(1) Lunch duty shall be scheduled and assigned in such a way so as to provide all teachers with a duty-free lunch period of not less than twenty (20) consecutive minutes. The duty-free lunch period is to be unencumbered. Teachers shall cooperate with and assist one another so that those on duty are not required to use their twenty (20) minute, duty-free lunch period to escort children to the cafeteria. Teachers shall be permitted to depart the school premises during their duty-free lunch provided they sign out upon departure and sign in upon return. The provisions of this section shall be deemed completely satisfied in the event any principal or administrator in charge of any school implements a lunch duty schedule agreed upon, in writing, by a majority of the teachers assigned to his or her school.

(2) Pupil appraisal team members shall also be scheduled for a duty-free lunch of not less than twenty (20) consecutive minutes.

(3) In the event the legislature mandates a duty free lunch of more than 20 consecutive minutes, the Board shall have the right to extend the length of the school day by the same number of minutes the lunch period is increased.

(4) Lunch periods shall be scheduled within regular school hours. No certificated employee's lunch period shall be scheduled to begin any earlier than 20 minutes prior to the first student lunch period or to end any later than 20 minutes past the last student lunch period. However, Early Childhood teachers shall be scheduled for lunch in accordance with the Early Childhood Program and shall take lunch along with their students.

(5) Teachers and principals shall be free to recruit parent volunteers to assist with lunch duty in order to provide relief for teachers; however, any effort to organize parents or volunteers must be coordinated with the principal's approval.

#### E. Teaching Assignments and Schedules

The assignment of teachers to classes, grade levels and subject matter shall be based on teacher certification and on the criteria of seniority, prior written evaluations and observations, experience in the subject matter to be taught, degrees held and what will best promote the interests of the students (no one of these criteria necessarily being greater in weight than another). Both parties understand that all teachers must be fully certified in the subject area(s) they teach. Prior to making such assignments, the administrator responsible for so doing shall make an effort to accommodate all good faith requests for particular assignments made by the teachers under his supervision. To this end, each administrator charged with the responsibility for making assignments shall develop a form on which the teachers under his supervision may list their choices for assignment in either ascending or descending order. In completing this form, teachers shall make it known to their principals that they would like to transfer from their current assignment to any teaching position in the school that has become vacant. Having

considered such requests, the administrator charged with the responsibility for making assignments will post tentative assignments on the faculty bulletin board no later than seven (7) to ten (10) working days prior to teacher dismissal on the final day of the school year. Within fifteen (15) calendar days of notification by posting, any teacher dissatisfied with his assignment may request a review by the Quality Circle at his school; however, within the 15 days, the teacher shall first meet with his principal, explain the reason for his dissatisfaction and hear the principal's reasoning for the assignment. If the teacher remains dissatisfied after meeting with the principal, he may ask for a review by the Quality Circle, in writing. A copy of the request for review must be given to the principal and to the Chairman of the Quality Circle.

The Quality Circle at all high schools shall consist of the principal, the department chairman of the subject matter of the assignment which is under review (i.e., if a teacher has been assigned to teach English all or part of the day but would prefer to teach Social Studies, the English department chairman shall serve on the Quality Circle) and the three (3) teachers possessing the greatest system wide seniority. At all middle and elementary schools, the Quality Circle shall consist of the principal and the four (4) teachers possessing the greatest system wide seniority. The Quality Circle shall not consist of the teacher requesting review, even if the teacher requesting review would otherwise be a member; and the next teacher with the greatest system wide seniority will substitute for the teacher requesting review. This is the only circumstance where one bargaining unit member will be substituted on the Quality Circle for another bargaining unit member. The Chairman of the Quality Circle shall be the most senior bargaining unit member on the Quality Circle.

The term "teachers," for purposes of this section only, is defined to mean certificated members of the bargaining unit with the exception of Facilitators, speech therapists, pupil appraisal team members and nurses. However, it is understood that those certificated members who are on an approved leave of any kind will not be allowed to be a member of the Quality Circle.

If an individual who is a member of a Quality Circle at a school cannot serve or does not serve, no matter what the reason, the next teacher with the greatest system wide seniority will be allowed to substitute. However, in the event that two or more teachers cannot serve or do not serve, no matter what the reason, only one substitution will be allowed and the other seat(s) will remain vacant. The remaining members of the Quality Circle shall be the sole Quality Circle members to hear the request for review. The Chairman of the Quality Circle shall convene a meeting of the Quality Circle within seven (7) calendar days of his or her receipt of a request for review. If school is in session, the meeting shall be convened after regular school hours. The Chairman of the Quality Circle shall notify all members of the Quality Circle of the date and time for the meeting, in writing. The decision of the Quality Circle shall be rendered within three (3) calendar days of the date on which the meeting of the Quality Circle was held. If the decision of the Quality Circle is not rendered within the time limits established herein, the decision of the principal regarding the contested assignment shall become final. A majority vote of the members of the Quality Circle who hear a request for review shall be required to reverse a principal's teaching assignment. In cases of a tie vote, the principal's assignment shall stand.

In passing on any request for review, the Quality Circle shall consider the assignment criteria set forth in this section. A decision made by a majority of sitting Quality Circle members



shall be final and non-appealable. No consideration will be given by the Quality Circle to a teacher's request for an assignment for which he is not certified. The Quality Circle's decision shall be final and non-appealable.

#### F. Preparation Period

Teachers shall have one preparation period per each regular teaching day equal in time to one class period. Preparation periods shall be scheduled within regular school hours.

Preparation periods for special education teachers and GT teachers shall continue to be scheduled in accordance with present practice, taking into account the several factors that impact such scheduling.

It is understood by the parties that preparation periods shall appropriately be utilized for professional conferences or parent conferences and that emergencies or special school functions may require a teacher to perform non-preparation duties during his or her preparation period.

#### G. Instructional Time for Students

The daily instructional time shall be in accordance with State law and BESE regulations.

#### H. Consecutive Class Periods

No employee shall be required to teach more than four (4) consecutive instructional periods. Lunch periods or duty during lunch will be considered as an interruption of consecutive instructional periods.

#### I. Limits on Academic Preparations

No high school or middle school teacher, special education teachers excepted, shall be required, as a general rule, to teach more than three (3) different subject preparations. It is understood by the parties that for purposes of this section a subject is a course of study within a broader discipline (e.g. algebra and geometry are each courses of study within the discipline of mathematics; 7th grade English and 8th grade English are each courses of study within the discipline of English). It is also understood by the parties that for purposes of this section, preparations for different levels of a subject (e.g. preparations for low level 9th grade English and for honors level 9th grade English) will not be considered as "different subject preparations."

If the staffing or the particular certification held by the teachers staffing any particular school makes it necessary for one or more of the teachers at that school to teach more than three (3) different subject preparations, the principal will seek volunteers for the additional subject preparations from the ranks of those certified to teach them. If there are no volunteers, the principal will assign the additional subject preparations to the teacher or teachers he considers best able to perform the assignment, and he shall assign written reasons for his decision upon the written request of the teachers affected.

J. Responsibility for Another's Class – Additional Compensation

An employee shall not be required to assume the responsibility of another employee's class simultaneous with his/her own class except in cases of emergency and where no paraeducator is available to take responsibility for the class in question. For purposes of this section, an "emergency" shall mean an unplanned occurrence requiring immediate attention, such as sudden illness of a teacher. Upon such an emergency arising, the employer shall take steps to immediately engage a substitute when no paraeducator is available and, if unable to do so, shall assign the class to any teacher on a planning period at the time, provided that the teacher taken from his/her planning period shall be paid additional compensation at her hourly rate for each hour or major portion of an hour spent on relief duty. If no teacher at a particular school is on planning period when relief coverage is needed, the principal shall split the class among several teachers, preferably of the same grade level or content, who shall each be paid the sum of \$25.00.

K. Duty Roster Schedules

The principal or assistant principal of each school shall be responsible for determining the nature of extra duty required, such as bus duty, lunch duty, hall duty, bathroom duty, yard duty and other duty involving the non-classroom supervision or monitoring of students, and the number of employees required to perform such duty. The faculty of each school shall be given the opportunity to prepare a duty schedule for that school consistent with the principal's requirements. Therefore, the principal shall make available his/her duty positions to the faculty upon request at least two (2) weeks prior to the date teachers officially report for duty. This schedule shall be submitted to the principal for his approval prior to the close of the second teacher workday of the school year. If approved by the principal, the schedule shall be submitted to the faculty by the building representative for a vote. The vote must be taken and reported to the principal by 10:00 a.m. on the third teacher workday of the school year. If accepted by the faculty, the schedule shall be implemented. If the faculty fails to submit a schedule to the principal or fails to approve the schedule by majority vote within the time limit set herein, the principal shall draft and implement a schedule without further faculty consultation. The principal shall have the right to reject any proposed duty schedule prepared by the faculty if he deems it to be in the best interest of the school. In the event the principal rejects a duty schedule proposed by the faculty or if the faculty chooses not to prepare one, the principal shall prepare the duty schedule. The principal shall not arbitrarily or unreasonably reject a duty schedule proposed by the faculty nor arbitrarily or unreasonably determine the nature of extra duty required and the number of employees required to perform such duty.

L. Report Cards and Progress Reports

Bargaining unit members shall adhere to all district guidelines regarding timely entry of student grades into the district's Student Information System. Because parents are now able to view student grades in "real-time" through Home Access Center, teachers agree to enter individual student grades in a timely manner as dictated by their school administrator.

#### M. Grade Changes

Employees shall maintain the right and responsibility to determine grades and other evaluations of students. No grades or evaluations shall be changed without first consulting with the employee who determined the grade or evaluation. Nothing contained herein shall be construed as making a student's grade or evaluation or the change of a student's grade or evaluation the subject of the grievance and arbitration procedure. Should an employee who determined a grade or evaluation be aggrieved by the change of that grade or evaluation, such employee shall be entitled to have the entire matter reviewed, at his option, by either the Superintendent or the Superintendent's designee or by a special peer review committee. The peer review committee shall consist of three (3) teachers, two appointed by the Association, one appointed by the Superintendent, and a fourth teacher or administrator to be appointed by the Superintendent. The administrator may not be the one who authorized the grade change, nor shall the teacher who originally gave the grade be appointed. The determination of the Superintendent or his designee or that of the peer review committee shall be final with regard to whether a grade or evaluation should be changed. In any event, the employee whose grade or evaluation is changed by the Superintendent or his designee or by the peer review committee shall be entitled to written reasons for the change upon written request. Should the peer review committee split evenly with regard to whether a grade or evaluation should be changed, the Superintendent shall break the tie.

#### N. Selection of Substitutes

Teachers may request a particular substitute if they so desire, but they shall not be required to do so. Substitutes requested by teachers shall be from a pre-approved list of substitutes issued by the School Board. Teachers requiring a substitute shall notify the principal or his designee of such a necessity no less than sixty (60) minutes prior to the onset of the work day through the district's reporting software. Such notification shall include the identity of the substitute if one is requested. This section shall not be construed to apply to a situation where a teacher plans an absence, on account of illness, or for any other reason, in excess of ten (10) school days and shall not be construed to apply once a teacher who is ill learns that she will be absent for a period in excess of ten (10) school days.

Employees shall report their absence to their supervisors, schools or departments through the district's reporting software no less than sixty (60) minutes prior to the onset of the work day.

#### O. Physical Facilities, Supplies and Materials – Quality Work

The Board shall provide each employee with a desk; a standard four (4) drawer file cabinet or some other closed storage space equivalent in size; and copies, exclusively for each employee's use, of all texts, including a teacher's edition, used in each of the courses the employee is to teach. The Board shall not be obligated to provide teacher's editions if they are not available either because they are out of print or because there is no market in which such texts can be purchased. Safety glasses for vocational and industrial education teachers will be provided by the Board. Locks or locking devices shall be provided for each employee's file cabinet or storage space, but not necessarily for both. However, the Board will not be obligated

to repair or replace any locking device in a file cabinet, but may install a hasp and lock for any single file cabinet drawer.

P. Dress Code

The dress code for certificated employees shall continue as is for the duration of this agreement.

12.3 SUPPORT EMPLOYEES

A. Regular School Work Day – Support Personnel

(1) ALL PARAEDUCATORS, AND EDUCATIONAL INTERPRETERS – shall regularly work a 6.5 consecutive hour day exclusive of a thirty minute lunch period. The time for reporting and dismissal shall be established at each school by the principal.

(2) FOOD SERVICE WORKERS-shall regularly work a schedule consisting of a 7.0 consecutive hour work day, exclusive of a thirty minute lunch period. The Cafeteria Manager may schedule breaks within the work day at her discretion depending on work load.

(3) BUS DRIVERS AND BUS RIDERS-shall regularly work a 5.0 hour day in connection with the routine transportation of students to and from school. This workday shall normally consist of two 2.5 consecutive hour work periods except in cases where the need to transport children from the eastern end of the parish requires a different time breakdown, such as 3.0 consecutive hours in the morning, in which case drivers working 3.0 consecutive hours in the morning shall not exceed 2.0 consecutive hours in the afternoon. Morning ending times will not be later than 9:00 AM.

(4) CUSTODIANS-shall regularly work an 8.0 consecutive hour day, exclusive of a thirty (30) minute lunch, but inclusive of two fifteen (15) minute breaks.

(5) RECEPTIONISTS, CLERK TYPISTS - shall regularly work an 8.0 consecutive hour day, exclusive of a thirty (30) minute lunch but inclusive of two fifteen (15) minute breaks.

(6) MAINTENANCE AND MECHANIC EMPLOYEES-shall regularly work an 8.0 consecutive hour day, exclusive of a thirty (30) minute lunch but inclusive of two (15) fifteen minute breaks, unless ten hour shifts are implemented.

The practice of permitting twelve (12) month support employees to depart from work ½ hour early on Fridays shall continue during the term of this agreement. However, support employees working in response to an emergency situation shall not depart early.

B. Reporting and Departing Time

The Board will adopt a procedure for reporting and departing by support employees

which will enable compliance with the Fair Labor Standards Act.

C. Lunch Period

(1) All employees whose regular hours of work as established in Section 12.3 (a) equal or exceed 6.5 on a work day shall be given a duty free lunch period of not less than thirty (30) consecutive minutes.

(2) Employees shall cooperate with and assist one another so that those on duty are not required to use their thirty (30) minute, duty-free lunch period to escort children to the cafeteria.

(3) School based employees shall be permitted to depart the school premises during their duty-free lunch provided they sign out upon departure and sign in upon return. Other employees shall be allowed to depart the work site during their duty-free lunch in accordance with prior practice.

(4) School based instructional employees shall be free to recruit parent volunteers to assist with lunch duty; however, any effort to organize parents or volunteers must be coordinated with the principal's approval.

(5) The lunch period scheduled for any paraprofessional shall not begin any earlier than 30 minutes prior to the first student lunch nor end any later than 30 minutes after the last student lunch ends. Early Childhood Paraeducators shall be scheduled for lunch in accordance with the Early Childhood Program and shall take lunch along with their students.

D. Limitation on Responsibility of Paraeducators

Paraeducators assigned to federal programs such as Early Childhood shall not be required to perform any duty or accept any responsibility inconsistent with or contrary to federal and state law and regulations.

E. Selection of Substitutes

Employees may request a particular substitute when reporting their absence, but they shall not be required to do so. Substitutes requested by employees shall be from a pre-approved list of substitutes issued by the School Board. When management deems it necessary or advisable, a substitute will be hired.

Employees shall report their absence to their supervisors, schools or departments no less than sixty (60) minutes prior to the onset of the work day.

F. Dress Code

The dress code for bus drivers, cafeteria technicians, custodians, and maintenance workers shall continue as is for the duration of this agreement. Additionally, bus drivers shall

wear approved shirts for all field trips. The Board will purchase one (1) shirt per driver for this purpose. Paraeducators shall follow the dress code established for certificated employees.

#### G. Physical Facilities, Supplies and Materials – Quality Work

Supervisors and employees shall work together to promote efficiency and pride on the job. Employee input regarding job needs, safety requirements, appropriate materials, and available manpower and tools shall be considered. The importance of teamwork is acknowledged.

Maintenance employees who reside in the Parish of St. Bernard and who are assigned vehicles in connection with their work will be permitted to take such vehicles home provided they are not needed by the Board outside of the employee's regular hours of work. Nothing herein shall be construed as requiring the Board to provide employees with vehicles. Employees assigned vehicles shall not use them at any time for personal business.

#### H. Job Descriptions

Each employee shall be provided with a copy of his job description. Committees of interested employees formed by the Association may meet with their supervisors to discuss job description contents and make suggestions with respect to refinements and improvements. This section shall not be construed to imply in any way an agreement to negotiate job descriptions.

In general, employees shall be assigned only those duties listed in their job descriptions or which may be reasonably implied from the nature of their job classification. No employee shall be assigned a duty which requires a special license or certification which the employee does not possess. However, the content of job descriptions notwithstanding, employees will continue to use their best efforts and abilities in the interest of efficiency and accomplishing all work which needs to be performed. The parties agree that the purpose of a job description is not to impose an unfair or arbitrary limit on what tasks an employee may be requested to perform.

#### I. Overtime

Employees will be compensated for all overtime hours in accordance with the provisions of the Fair Labor Standards Act. Compensation shall be either in the form of compensatory time off (1.5 hours off for each hour of overtime worked) or overtime pay (1.5 times the "regular rate" for each hour of overtime worked).

If compensatory time is used to remunerate an employee for overtime hours worked, the compensatory time must be given within the employee's next pay period. Otherwise, overtime pay must be given.

The Board will keep all time and attendance records for its employees which are required by the FLSA and will implement a procedure which will permit the Board to ascertain when employees are on the job.

Overtime is not to be worked unless expressly authorized by an employee's immediate supervisor or by some higher management authority.

J. Scheduled Holiday Work and Call-Outs

Should an employee be scheduled to work or called-out on any of the following holidays, he shall be paid twice his regular rate for all hours worked but guaranteed a three-hour minimum: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Mardi Gras Day, Easter Sunday, July 4th, Thanksgiving Day or Labor Day. This shall not be applicable to bus operators who agree to drive extra trips on any of these days.

K. Call-Outs Not Compensated Under 12.3 J

Employees who are called to work after midnight and before 6:00 AM shall be compensated at 1.5 times their regular rate of pay for all hours worked but guaranteed a two-hour minimum. Employees called out at any other time shall be paid 1.5 times their regular rate for all hours worked and guaranteed a one-hour minimum. A "call-out" is defined to mean a call by the employer to the employee to report to work immediately when the employee is at home or engaged in his own pursuits. Requiring an employee to work overtime to complete a job in progress or to attend to some other task shall not be considered a "call-out."

L. Summer Employment – Support Employees

Summer positions will be advertised, and all full-time support employees who apply and who are qualified will be considered. Primary consideration in filling any job position will be given to those employees who hold those positions on a regular basis (e.g. Title I paraeducator, severe and profound paraeducator, etc.). Seniority will also be considered as will the recommendations of principals and program supervisors and the continuity of the summer program provided by employees who have consistently volunteered and served.

M. Experience Credit – Support Employees

Experience credit on the salary scale may be given to newly hired, full-time maintenance and mechanic employees based on their number of years of verifiable experience within the specific job classification they are being hired to fill, craft licenses or certifications held and the specific type of work they have performed in the past. The amount of experience credit shall be determined by agreement of the prospective employee and the Board.

Experience garnered in a classification as a regular, part-time employee of the Board will be counted as one year of experience for every two years of part-time employment.

N. Uniform Deduction

In the event a majority of maintenance employees and mechanics vote to wear a uniform and contract or otherwise engage a uniform vendor to provide uniforms, the Board will recognize a salary deduction authorization executed by any of this group of employees in favor of the uniform vendor selected and will remit the amount of the deduction as requested. Deductions

will be honored by the Board only for a single vendor approved by a majority of the employees. Nothing herein shall be construed as requiring an employee to wear a uniform, the wishes of the majority of mechanics and maintenance employees notwithstanding. The salary deduction authorization will be voidable at any time at the discretion of the employees. Any uniforms selected shall not bear any insignia or advertisement of any group or organization other than that of the Board.

O. Training for Support Employees

When new equipment is purchased or specialized procedures instituted which employees are required to use or perform, they shall be given the necessary training and paid for time spent in training.

P. Licenses – Maintenance Employees

Should the Board require an incumbent maintenance employee to obtain a special license or bond to perform his assigned duties, the Board will pay for the license or bond. The Board will also pay license or bond renewals for all maintenance employees who are asked to perform duties for which a license or bond is required.

**ARTICLE XIII - SPECIAL PROVISIONS- BUS OPERATORS**

13.1 BUS DRIVER SENIORITY

For purposes of this article, seniority shall be defined as consecutive years of experience as a school bus driver for St. Bernard Parish Public Schools.

13.2 PRE-TRIP AND POST-TRIP INSPECTIONS

Bus operators shall perform and record all pre-trip and post-trip inspections which they are trained to perform and must be able to perform as a requisite for their commercial driver's license. A check list will be used for these purposes. Pre-trip and post-trip inspections are conducted outside of the regular work day for bus drivers.

13.3 RADIOS/CELL PHONES

All full-time bus operators will be assigned a radio unit or portable radio. Bus operators must keep their radios on and remain available to receive communications at all times during their routes and otherwise as the Supervisor of Transportation may direct. Bus operators will observe radio transmission protocol as required by the Supervisor of Transportation.

Bus operators shall not use cell phones when driving their buses.

13.4 DISTRIBUTION OF BUSES

A. New buses will be assigned only to routes for which they are designed or for



which they may be refitted.

B. (1) All new buses will first be distributed by route priority, i.e., drivers of sports routes and the Shell Beach, Delacroix Island and Hopedale routes, if the buses on those routes have 100,000 miles or more. If special buses are purchased or retrofitted to comply with the new Early Childhood federal and state regulations, those buses shall be distributed to the routes which service Early Childhood students. Once assigned by route priority, such new buses will remain on those routes, irrespective of the bus operator driving these routes.

(2) A list will be made as of August 1 of each year containing the names, in seniority order, of all drivers who have buses with 100,000 miles or more or have not received a new bus for at least seven years. After route priority is satisfied, the next new bus shall be distributed to the most senior bus operator on this list who wants it. A driver on this list may pass his right to take the new bus and defer it until a later time unless bus safety concerns, as determined by management, dictate otherwise.

(3) If the distribution of a new bus makes a used bus available for distribution, such used buses shall be distributed by seniority to the driver(s) who want them. If a used bus becomes available after new bus distribution because of the death, retirement, or termination of a driver, the bus operated by that driver will be distributed on a seniority basis but not until the next school year.

C. Considering that the equipment needs of a route may change from time to time (e.g., a route to which a special education bus without a lift has been assigned must now accommodate a student needing a bus with a lift), notwithstanding (a) and (b) above, the Board may reassign buses according to changing needs but in so doing will observe the provisions of these subsections to the extent possible.

### 13.5 BUS WASHING/UPKEEP

Bus drivers shall not be required to wash buses. However, bus drivers are expected to keep the inside of their buses neat and clean at all times.

### 13.6 FIELD TRIPS

A. A field trip is a transportation service. The Board will provide the bus, the fuel and the insurance coverage for field trips. The group or groups organizing the trip may retain a bus operator to drive and/or remain on standby during such trips. During the period for which the driver is being compensated, he may be required to remain on standby or perform other driving functions for the group as required; however there will be no major deviations from the main location posted on the trip ticket unless approved by the principal or his designee or by the Transportation Supervisor. If the main location is changed more than three hours before the trip is scheduled, the driver who picked it may refuse it without penalty and another driver will be offered the trip on a seniority basis. If the main location is changed less than three hours before the trip is scheduled and the driver who picked it refuses it, the Supervisor of Transportation or his designee may engage any driver or substitute to drive the trip irrespective of seniority.

B. Field trips requiring shuttling will be posted as requiring shuttling. System-wide events requiring shuttling will be compensated at the job price of \$45.00. Same school/same event shuttling will be limited to three round trips per single trip ticket and compensated like a regular field trip.

C. Program routes are those routes, such as GT, ELL, summer school routes, and sports routes, that are driven on a daily or routine basis over a specified period of time and which transport primarily the same students for the same purpose. Program routes will not be considered field trips for picking purposes but will be compensated at the same rates as field trips. Summer programs sponsored by the St. Bernard Parish School System, such as summer school, summer discovery program and special education extended school year program, will not be considered field trips for picking purposes, but will be compensated at the same rate as field trips. Summer programs sponsored by outside agencies will be considered field trips.

D. Field trips and program routes are usually voluntary undertakings. No driver hired prior to September 1, 2003 shall be required to accept any field trip or program route. However, if no driver picks a field trip or program route, then the field trip may be offered to any qualified employee of the school system willing to drive it. If no qualified employee is willing to drive, then the least senior driver who was hired after September 1, 2003 shall be assigned to drive the trip.

The Board will endeavor to provide an equitable opportunity for drivers who are interested in driving field trips to schedule them. However, the duty of a driver to drive his regular route shall be paramount. In addition, the educational program of the district is paramount, and it is understood by the parties that extra trips for bus operators are part of the educational process. Therefore, bus operators agree that during the term of this contract there shall be no concerted actions, threats, reprisals, or inducements directed at any trip, school, or event, so as to cause disruption to the educational process.

E. Compensation/inside trips - An "inside trip" is any trip sponsored by the St. Bernard Parish School Board. An "inside trip" is also any trip sponsored by a non-public St. Bernard Parish School for its students in grades Kindergarten through 12. Drivers shall be paid a special rate of \$9.50 per hour for "inside" field trips. The minimum for such trips when actually driven shall be \$28.50 unless the trip is to take place on a weekend or school holiday within the regular school session in which case the minimum shall be \$45.00.

F. Compensation/outside trips - An "outside trip" is any trip which is not an "inside trip." Drivers shall be paid a special rate of \$11.50 per hour for "outside" trips. The minimum for such trips when actually driven shall be \$40.00 unless the trip is to take place on a weekend or school holiday within the regular school session in which case the minimum shall be \$50.00.

G. Overnight accommodations and a meal allowance of up to \$25.00 per day in connection with overnight trips shall be provided at the cost of the group sponsoring the trip. Drivers must furnish receipts for meal reimbursement.

H. Trip Cancellation - If the trip is canceled for any reason other than illness of the sponsor, emergency, weather or cancellation of the event to be attended, the affected driver will be paid the applicable trip minimum amounts set forth in (e) and (f) above. If a field trip is canceled because of sponsor illness, emergency, weather or cancellation of the event to be attended and is subsequently rescheduled, the driver who originally picked the trip will have the opportunity to drive the trip as rescheduled. It shall be the responsibility of drivers to keep track of canceled/rescheduled trips in which they have an interest.

I. During the period scheduled for a field trip and contracted for on the trip ticket, drivers will be required to perform whatever driving may be required by the trip sponsor and when not actually driving will remain on call or with the group at the option of the trip sponsor unless released and asked to return to the group at a later time.

J. Procedure for picking trips:

(1) All field trips will be posted weekly each Monday morning during the regular school year and on Records Day prior to the end of the school year for summer field trips. Selection of posted trips will begin promptly at the designated time.

(2) Field trips will be selected on the basis of seniority by those regular drivers who attend the selection meeting. Drivers of program routes, such as sports or GT routes, will not be permitted to select any field trip during work weeks when their program routes are driven unless no other full-time drivers are available and pick these trips.

(3) Although both inside and outside field trips shall be picked by seniority, if two or more trips are equal in terms of time and money, the senior driver shall pick the trip within the area to which he is regularly assigned.

(4) If a new field trip becomes available later in the same week after trips have been picked, the driver with the greatest seniority who lost a trip due to cancellation and whose canceled trip is not rescheduled in that same week shall be allowed the opportunity to drive the newly available trip. Otherwise, the newly available trip will be assigned to the most senior driver who attended the selection meeting, who is next eligible to pick in rotation (where the pin stops), and who wants the trip.

(5) With respect to field trips that do not return to school, drivers will be furnished with a written list giving the name of each student on the trip and the address to which the student is to be delivered after the trip ends. This list shall be given to the driver by the teacher in charge of the trip prior to commencement of the trip. Students will be delivered after the trip to the delivery address provided on the list. Trips requiring out-of-district transportation will be posted as such.

(6) Bus operators will be required to log all work time spent in connection with field trips, including the time they arrived to pick up their field trip group, and have their logs approved before payment can be processed. Work time shall include the following: all drive time, pre- and post-inspection time, and time where the operator must remain in a fixed location

waiting to be called for service. Work time does not include: sleep time, time commuting to or from a work site, time where the driver is free to enjoy his own pursuits or meal time. Time logs for the preceding work week must be presented by drivers prior to 9:30 AM on Monday or they will not be permitted to pick an extra trip.

(7) Bus operators understand and agree that promptness is of great importance in connection with field trips. Bus operators selecting field trips will be required to report to the pick-up location no later than the pick-up time specified on the trip ticket.

### 13.7 DRIVER SELECTION OF SCHOOL-SPONSORED PROGRAM ROUTES

A. Program routes for programs sponsored by the St. Bernard Parish School System, such as sports routes, GT routes, ELL, summer school routes and the like, will be awarded yearly to the most senior drivers applying for them.

B. If no driver applies for a program route, the route may be assigned to any qualified employee who is willing to drive it. The employee assigned to the route shall be compensated at the same rate and on the same basis afforded a regular Bus Operator driving the route.

C. Special education drivers will not be eligible to drive sports routes if driving the sports route interferes with their daily special education route.

D. Any other St. Bernard Parish summer program routes will be picked and awarded as they have been in the past.

E. Anyone selecting a program route or assigned to drive a program route must drive the route as required unless excused by their supervisor for good cause.

### 13.8 COMMERCIAL DRIVER'S LICENSE TEST/REIMBURSEMENT

The Board will reimburse to any regular, full-time driver the difference between the cost of a commercial driver's license and a regular driver's license. Payment will be processed when the driver presents a copy of his license to the Supervisor of Transportation.

### 13.9 SAFE DRIVING PRACTICES

A. Drivers will be required to observe all federal and state laws and state bulletins.

B. Drivers shall remain with the trip in any case where a trip is 150 miles or more, one way, and returns the next day.

C. Drivers engaged in over-the-road driving shall stop for a fifteen (15) minute rest every three hours.

D. If confronted with hazardous weather or road conditions, a driver engaged in over-the-road driving shall pull over until conditions have abated. He shall report such conditions to

the Transportation Office at the earliest opportunity.

E. Drivers shall not be required to drive in areas unsafe for buses or to drive a bus that is not functioning in a safe manner. Drivers shall promptly report any unsafe conditions existing on their regular routes to the Transportation Office in order to obtain assistance and guidance. Should a dispute regarding safety arise between a driver and his supervisor, the driver shall perform as directed by the supervisor but shall have the right to an expedited grievance hearing within three (3) working days.

F. Drivers assigned students with special health problems or needs will be so advised, as the law permits.

#### 13.10 FIELD TRIP LOG BOOKS

The practice of posting trips in a log book every Monday shall be continued.

#### 13.11 BUS OPERATOR FIELD TRIPS/PASSENGERS OUTSIDE OF PARISH

Drivers who are driving field trips shall not be required to drive any passenger at the end of a field trip to a location outside of St. Bernard Parish except for Jackson Barracks. If a passenger rides the bus despite this provision and no one is at the school to receive the passenger, the driver shall deliver the passenger into the custody of the St. Bernard Parish Sheriff's Office.

#### 13.12 BUS CAPACITY

A. For field trips within St. Bernard Parish, the number of passengers riding a bus shall not exceed that prescribed by state law.

B. For field trips outside St. Bernard Parish, the number of passengers riding a bus shall not exceed the following: elementary and pre-school trips - 60 passengers; middle school trips - 52 passengers; and high school trips - 44 passengers. Each passenger shall not be permitted to sit on anything other than a bus seat.

#### 13.13 ROUTE CHANGES

Routes shall be defined by management at the beginning of the school year and assigned in accordance with state law and the provisions of this agreement. A change during the school year in the particular streets a driver must travel to accomplish his route shall not constitute a change of route. A change of school will be considered a route change. Should management determine that a school on a driver's route should be changed, management will endeavor to affect only the route of the least senior driver driving for that school. All route assignments and the filling of vacant routes will be in compliance with Senate Bill #5, 1995.

#### 13.14 BUS BREAKDOWNS

Substitutes shall be called to assist in the event of a breakdown if regular drivers are

engaged in other system activities and are therefore unable to assist. In the event a driver is ill or schedules leave time, a substitute will be hired to take the absent driver's regular route. Absence shall be reported to the Transportation Office at least 60 minutes in advance of the beginning of a driver's route.

Bus drivers will be given a list of persons to call for assistance in the case of a bus breakdown.

#### 13.15 SUBSTITUTES FOR BUS OPERATORS

The School Board shall attempt to procure the services of a substitute driver to drive any routes or trips when the regular driver notifies the Transportation Office of his pending absence. If no substitute is available, a regular driver will be assigned to cover the route during his regular working time.

#### 13.16 EMERGENCY SERVICES RENDERED TO OUTSIDE AGENCIES

Any emergency services rendered by bus drivers to outside agencies will be compensated as the Fair Labor Standards Act may provide.

#### 13.17 INSERVICE COMPENSATION

Bus operators will be compensated for attending state- mandated IN SERVICE training in whatever amount is given to the school system by the state for this purpose.

#### 13.18 BUS OPERATORS/EXAM DAY SCHEDULE

Bus operators agree to continue to meet the changed pick-up schedule on exam days. The Supervisor of Transportation will assist any operator, to the extent possible, in obtaining his release from other employment in order to drive the exam day schedule. Any operator may enlist the assistance of another regular driver, on a volunteer basis, to drive one or more of his route(s) on exam day, provided this arrangement does not result in the inability of the volunteer driver to drive his regular route(s) or perform other assigned duties.

### **ARTICLE XIV - EMERGENCY SCHOOL CLOSING**

#### 14.1 IN GENERAL

When an emergency arises requiring the closing of one or more schools, notification of the school or schools to be closed will be released for broadcast over WWL, WDSU and WVUE television stations as well as over any other appropriate radio stations within thirty (30) minutes after the decision to close has been made. Additionally, each employee will be called through the automated call system, using the phone number last designated by the employee to the personnel office.

#### 14.2 EXPLOSIVE DEVICES

In cases where there has been a threat requiring evacuation of a school, employees shall assist in evacuating students in an orderly manner when so directed. No employee shall be required to search for an explosive device.

#### 14.3 SCHOOL CLOSING - LEAVE DAYS

When the schools and school offices are officially closed by the Superintendent because of an emergency, no employee who has previously arranged to be absent on emergency leave, sick leave or personal leave shall be required to use his or her leave time.

#### 14.4 HAZARDOUS WEATHER CONDITIONS - LOSS OF PAY

Any employee who is unable to report as scheduled because of tornado, hurricane, flooding, or excessive fog resulting in the closing of roads and/or bridges shall not be charged with loss of pay or deduction of any leave days provided that every effort to report has been made and provided further that the employee reports for work immediately after the conditions which prevented timely reporting have abated. Any employee not reporting under the provisions of this section shall be obligated to notify his immediate supervisor of his inability to report as soon as possible.

#### 14.5 ESSENTIAL PERSONNEL

Designated employees shall be deemed "Essential Employees" during a time of emergency. Emergency conditions shall dictate which employees shall be designated as "essential." These essential employees who are required to report to work during an emergency shall be compensated at a rate of 1.5 times their regular hourly salary.

### **ARTICLE XV - IN-SERVICE TRAINING**

#### 15.1 CERTIFICATED EMPLOYEES

A district in-service planning committee shall be established for the purpose of recommending appropriate in-service programs to the Superintendent. The in-service planning committee shall be comprised of one employee from each school in the district nominated by the Association and any number of additional committee members to be selected by the Superintendent provided such number does not exceed the number of committee members nominated by the Association.

The in-service planning committee shall meet on a regular basis as needed. All committee meetings may be held outside of regular school hours. This committee shall propose new teacher orientation meetings, in-service workshops for all faculty and staff and in-service programs for purposes of AdvancEd accreditation. In establishing in-service programs, the Superintendent shall consider the proposals of the in-service committee along with legislative mandates, BESE Board regulations, State Department of Education programs and School Board mandates.

15.2 SUPPORT EMPLOYEES

In-service planning committees shall be established for the purpose of recommending appropriate in-service programs to the Superintendent. An in-service planning committee shall be established for the bus driver, maintenance, food service, custodial and paraprofessional groups. Each committee will be comprised of two employees nominated by the Association and any two additional committee members to be selected by the Superintendent.

The in-service planning committees shall meet on a regular basis as needed. All committee meetings shall be held outside of regular school hours unless contrary approval is given by the Superintendent. In establishing in-service programs, the Superintendent shall consider the proposals of the in-service committee along with legislative mandates, BESE Board regulations, State Department of Education programs and School Board mandates.

**ARTICLE XVI - LEAVES**

16.1 IN GENERAL

A. All employees who were hired for a school session shall be credited on the date of reporting for duty with paid leave which may be used for personal illness or emergency, in accordance with the following schedule:

**CERTIFICATED EMPLOYEES**

Years of Uninterrupted  
Service - St. Bernard  
Parish School System

0-3 Years	10.0 days
4-9 Years	11.5 days
10+ Years	14.5 days

**SUPPORT EMPLOYEES**

Years of Uninterrupted  
Service - St. Bernard  
Parish School System

(9 month employees)

0-5 Years	10.0 days
6-11 Years	11.0 days



12+ Years	12.0 days
(12 month employees)	
0-3 Years	12.0 days
4-9 Years	15.0 days
10+ Years	18.0 days

"Emergency" is defined for purposes of this Article to mean a sudden, unavoidable occurrence requiring immediate action. Employees initially hired for less than a full school session shall be credited on the date of reporting for duty with one (1) leave day for each of the remaining months of the school session. Any portion of an employee's paid leave not used in any year shall be accumulated to the credit of the employee without limitation. The employer will list on each employee's paycheck stub (or furnish some similar record) the total accumulated paid leave for each employee. All paid leave accumulated by each employee shall be vested in the employee by whom such leave has been accumulated.

It is understood by employees that upon retirement, the Board is required to report "leave days used" during each school year to the Retirement System. It is understood that the Retirement System recognizes only 10 leave days per school year for 9-month employees and 12 leave days per school year for 12-month employees as provided for in state law. For the purposes of retirement, the Retirement System will subtract "leave days used" from the 10 or 12 possible days in order to determine accrued sick leave. Excess days allotted by the district beyond the 10 or 12 days recognized by the state do not accrue for retirement purposes.

B. **Certificated Employees Sick Leave Transfer** – In the event of a transfer of a certificated employee from the St. Bernard Parish Public School System to another public school system in this state, such vested leave shall be transferred to the school system to which said employee transfers and shall be retained to the credit of such employee. The paid leave used shall be assessed against the most recent paid leave earned and successively from paid leave accrued last to paid leave accrued first. The use by any employee of any accumulated leave transferred as provided herein shall be paid by the employing city or parish school board.

**16.2 PROCEDURES FOR REPORTING AND CHARGING ABSENCES**

Employees shall report absences at least 60 minutes prior to the start of the work day using the district's absence reporting system and shall also call the administrator/supervisor if he/she requests such a courtesy call alerting him/her to the absence. If the absence is for personal illness and is for more than six (6) consecutive work days, a certificate must be completed by the employee's attending physician certifying the employee's illness. If the employee expects to be absent for more than ten (10) consecutive work days for reason of personal illness, he shall immediately notify the principal and the personnel office in writing, including with this letter a statement from his attending physician attesting to the reason for the absence and the probable duration of the absence. For purposes of this Article, the term emergency is defined to mean a

sudden unavoidable occurrence requiring immediate action by an employee. In any single school year, an employee may take from his paid leave account no more than the maximum number of paid leave days he has been allotted for that school year for purposes of an emergency.

### 16.3 PAY FOR LEAVE UPON DEATH OR RETIREMENT

Upon the retirement of any employee, or upon his death prior to retirement, the Board shall pay to such employee, or to his heirs or assigns, paid leave which has been accrued to such employee, which has remained unused at the time of his retirement or at the time of his death if prior to retirement, not to exceed twenty-five (25) days of unused paid leave. Such pay shall be at the rate of pay received by the employee at the time of retirement or death prior to retirement.

Nothing contained herein shall be construed to abrogate any right provided under state law for an employee to apply unused, unpaid sick leave toward service credit for purposes of computing retirement benefits.

### 16.4 PERSONAL LEAVE

Each employee shall be allowed to use up to two (2) days of the paid sick leave earned each school year for such purposes as may be determined by the employee without any loss of pay. The employee requesting such leave shall give his principal or supervisor at least twenty-four (24) hours notice prior to taking the leave. Personal leave shall not be accumulated from year to year, nor shall personal leave be compensated for upon death or retirement. Personal leave days are not in addition to sick leave but are included within the total count of sick days earned.

### 16.5 LEAVE/COMPENSATION FOR INJURIES SUSTAINED WHILE ACTING IN OFFICIAL CAPACITY

A. Any employee who sustains an injury or disability while acting within the course and scope of his employment shall be entitled to compensation and medical benefits in accordance with the state Worker's Compensation law. However, if an employee who sustains such injury or disability has accrued sick leave under Section 16.1 of the Agreement, at his option he may take accrued sick leave or he may supplement worker's compensation with his accrued leave in order to receive 100% of regular pay. In no event shall worker's compensation as supplemented by accrued sick leave exceed the total amount of an employee's regular salary. If an employee opts to supplement worker's compensation with accrued sick leave, the amount of sick leave utilized shall be computed on an hourly basis.

B. Any employee who, while acting in his official capacity, is injured or disabled as a result of an assault or battery by any student or person or as a result of physical contact with a student while providing physical assistance to the student to prevent danger or risk to the student shall also be entitled to paid sick leave in addition to the paid sick leave provided by Section 16.1 of the Agreement. Such leave for members of the teaching staff shall be as provided by R.S. 17:1201(c), as the same may be amended from time to time by the Louisiana legislature. Such leave for support employees shall be as provided by R.S. 17:1206.1, as the same may be

amended from time to time by the Louisiana legislature.

C. Any employee claiming benefits or leave under this section may attach a statement to the Board's accident report giving his version of the incident.

D. Any employee who sustains an accidental injury or disability while acting within the course and scope of his employment may be ordered to submit to a drug or alcohol test immediately after the accident occurs. If an employee refuses to submit to such testing, it shall be presumed that the employee was intoxicated or under the influence of drugs at the time of the accident.

#### 16.6 LEAVE FOR JURY SERVICE AND OTHER JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

Any employee called for jury duty, or who was subpoenaed to testify during work hours in any judicial or administrative proceeding in which he is not a plaintiff, shall notify his principal or supervisor immediately upon receiving notice of his call to jury service or his call to give testimony and advise his principal or supervisor of the date and anticipated period of absence for this purpose. Jury duty and witness service shall be considered as an excused absence with pay and no deduction shall be made for such absence from accumulated paid leave. Any employee required to attend an arbitration proceeding under the provisions of this Agreement during regular working hours shall also be granted excused absence for this purpose without any loss of pay or benefits or deduction from accumulated paid leave. The Association and the employer shall work cooperatively to minimize the number of employees required to attend arbitration proceedings during regular working hours.

#### 16.7 MILITARY LEAVE FOR CERTIFIED TENURED PERSONNEL

All certified tenured employees who may enlist in the armed forces shall be granted a military leave without pay. The tenure rights that the employee has obtained prior to such leave shall not be affected. Upon an employee's return from military leave, the employee must apply for reinstatement within thirty (30) days after discharge. The employee shall then be reinstated based on his education and years of experience in accordance with the salary schedule then in effect. The employee shall be reinstated into his old position if the same is available; otherwise, he shall be reinstated in a position of comparable status and salary. While serving in the Armed Forces, the employee shall continue to accrue seniority under the provisions of this Agreement. The Board may transfer the employee to a position of comparable status and salary if in the opinion of the Board such action is beneficial to the system as a whole.

#### 16.8 MARRIAGE LEAVE/BEREAVEMENT LEAVE

Any employee who marries or loses an immediate family member during the regular school session shall be permitted to take a maximum of three (3) days accrued paid sick leave per instance. For purposes of this section, an immediate family member is defined as spouses, children, parents and siblings. These leave days shall not be counted as personal leave days within the meaning of Section 16.4 and are not in addition to sick leave but are included within

the total count of sick days earned.

#### 16.9 FAMILY LEAVE

A. An employee may obtain a leave of absence without pay for a period not to exceed twelve (12) weeks in any work year pursuant to the Family Leave Act. Leave will be granted for any of the following reasons: birth of a child and child care; placement of a child for adoption or foster care; to care for an employee's seriously ill spouse, child or parent; or because of serious health condition which makes the employee unable to perform his or her job functions. All provisions of the Family Leave Act will be observed in connection with such leaves.

B. The request for leave under this section must be in writing on an application form as provided by the personnel office. When family leave is requested, the employer will determine and notify the employee if any paid leave accrued by the employee should be substituted for unpaid family leave. The request for family leave shall be accompanied by a medical certification where appropriate. If the employee is unable to provide medical certification at the time of application because of exigent circumstances, he shall do so no later than fifteen (15) days after the leave commences. Medical certification shall be renewed and updated every three work weeks during which the leave continues. Upon return from leave under this section, the employee shall be returned to the school and assignment from which the leave was taken or to an equivalent position.

C. Medical benefits will be continued during the leave provided the employee pays that portion of the premium he is required to pay under this Agreement.

D. Employees who do not wish to return to the St. Bernard School System from any leave of absence without pay shall, prior to the end of the leave, inform the Superintendent in writing that they do not intend to return to the school system.

#### 16.10 OFFICIAL MEETINGS LEAVE

Any employee who wishes to be absent from his regularly assigned duties in order to attend professional or school authorized activities shall make such request through his principal or supervisor to the Superintendent's office. Neither the employee's immediate supervisor nor the Superintendent shall be required to grant the request; but the Superintendent shall provide the applicant with a written reason for the denial. If the request is approved by the Superintendent, such absence shall be without loss of pay and no charge will be made to the employee's paid leave account. Employees required to attend meetings and/or to engage in other business directly connected with the operations of the School Board, and properly authorized, shall sustain no loss of pay or paid leave, and such employees shall be reimbursed by the Board for pre-approved expenses incurred on such business. Employees who receive an expense authorization are required to submit a detailed report in accordance with instructions issued by the Superintendent or his designee. Expense reports for employees are to be approved by the Superintendent.

#### 16.11 LEAVE OF ABSENCE - PRESIDENT OF STATEWIDE PROFESSIONAL EDUCATIONAL ORGANIZATION

Any employee who is president of a statewide professional educational organization with a membership of more than 10,000 members shall be granted a leave of absence, without pay, during his or her term of office, not to exceed two (2) years. The granting of such leave shall not affect any tenure rights which may have been previously acquired by said employee.

#### 16.12 PUBLIC SERVICE LEAVE

An employee elected or appointed to a local, state or national public office may upon written application therefore be granted a leave of absence without pay during the term of such office for a period not to exceed two (2) years. Such leave shall be granted if in the non-precedential judgment of the Board such leave will not unduly interfere with the instructional program and the leave will likely redound to the benefit of the school system.

#### 16.13 SPECIAL LEAVE WITHOUT PAY

An employee with three (3) consecutive years of service in the St. Bernard Parish School System may request a special leave without pay for a period not to exceed one school year. Such leave shall be for some purpose other than that which is otherwise provided herein. Such leave shall be without any other benefit, except that during such period of leave employees may maintain any insurance provided under this Agreement by making timely advanced payments of all premiums due to the Board's business office, or the designee of the business office, provided such is allowed by the insurance carrier. Application for such leave shall be submitted in writing to the Superintendent or his 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. Request for such leave shall not be denied for any reason unrelated to the best interest of the school system. Upon return from a special leave without pay, the employee shall be assigned to a position comparable to the one held prior to his departure or leave. An employee shall only be allowed to receive this special leave without pay once after every seven (7) consecutive years of service.

#### 16.14 LEAVES OF ABSENCE - MISCELLANEOUS PROVISION

Any leave of absence longer than one semester which is not compensated or during which an employee severs employment with the school system shall not be counted as experience on the salary schedule.

#### 16.15 SABBATICAL LEAVE - CERTIFICATED EMPLOYEES

The eligibility of employees for sabbatical leave shall be as provided in State law, LSA-R.S. 17:1171 et seq., as the same may be amended from time to time. These statutes shall govern all aspects of sabbatical leave.

#### 16.16 APPLICATION FOR EXTENDED SICK LEAVE

An employee eligible for extended sick leave must notify the Personnel Office and his principal or supervisor at the earliest possible date of his need for such leave. After initially approving the leave, the Board may require medical certification from time to time that the need for the leave is continuing.

#### 16.17 EXTENDED SICK LEAVE

All employees shall be entitled to extended sick leave as provided by R.S. 17:1202, 17:1206.2, and 17:500.2 as presently enacted and as may be amended by the legislature from time to time. Current information regarding extended sick leave is available in the Personnel Office.

### **ARTICLE XVII - SICK LEAVE BANK**

#### 17.1 ELIGIBILITY TO PARTICIPATE

Only eligible employees may participate in the sick leave bank. To be eligible, an employee must have a balance of at least 15 days of sick leave, vacation leave, or a combination of both after making any contribution required by the Bank's administrators for membership. Any employee's entitlement to extended sick leave as provided for in Section 16.17 of this Agreement shall not be considered or counted in determining whether that employee is eligible. No employee shall be required to participate in or become a member of the Sick Leave Bank; and employees who participate shall contribute two (2) days per year of accrued sick leave or vacation leave to the Bank. Contributions shall be made by those employees wishing to participate in any fiscal year by the 10th of June prior to the commencement of the fiscal year in which they will participate. The Bank's Administrators shall provide the Finance Office with a list of those employees who will participate no later than the 16th of June of each year. Eligible employees who do not elect to join the Sick Leave Bank within the annual enrollment period will not be permitted to join until the subsequent Annual Open Enrollment period. Enrollment as a member of the Sick Leave Bank and authorization to donate days must be completed annually. Enrollment in the Sick Leave Bank does not guarantee that an employee will receive benefits from the Sick Leave Bank.

#### 17.2 DONATED DAYS IRRETRIEVABLE/EFFECT ON RETIREMENT SERVICE CREDIT

Days donated to the Bank by any employee shall be irretrievable once donated. All days donated by an employee will be duly reported by the Board to the retirement system. Employees donating days will be advised by the bank's administrators that the donation of days may be counted as days of absence for retirement service credit purposes. Donated days will be made directly to the Sick Leave Bank and not directly to individual employees.

#### 17.3 ELIGIBILITY TO DRAW FROM BANK

Only those employees who have exhausted all sick leave, extended sick leave, and

vacation leave and who are not being compensated for leave under worker's compensation or under some other leave provision of this agreement will be eligible to withdraw from the bank and only for one or more of the following reasons: (1) non-elective surgery and recovery from it, (2) catastrophic illness or disease such as cancer, heart disease or stroke, (3) injury induced by trauma which requires convalescence or treatment for a period greater than two calendar weeks, (4) illness or complications resulting from pregnancy which will incapacitate the employee beyond the normal period allotted for maternity leave. Addictions or the abuse of drugs, alcohol, or other prohibited substances will not be covered under the Sick Leave Bank policy.

The application for withdrawal of days must be accompanied by a physician's certification of the nature of the illness or reason why the employee is unable to work and a prognosis of how long the employee will remain incapacitated. The documentation from the physician must include an original signature and not a stamp or machine facsimile. The illness or recovery from it must be projected to last longer than 14 calendar days. The Sick Leave Bank may only be used for the contributor's own personal catastrophic illness and/or illnesses for a member of the employee's immediate family, to include only children, spouse, or parents.

#### 17.4 APPLICATION PROCEDURE

Applications for the withdrawal of days shall be presented on a form available in the personnel office to the Sick Leave Bank's Administrators. Each request for withdrawal of benefits will be evaluated, and a decision made to grant or deny the application shall be based on the specifics of the request. The decision of the administrators is final and binding and not subject to the grievance and arbitration procedure.

#### 17.5 LIMITATION ON WITHDRAWALS

Participants eligible to draw from the sick leave bank shall not be permitted to withdraw more than 180 days during their work career and not more than 30 days during any school year. The parties understand that the purpose of the Sick Leave Bank is to assist eligible employees on a short term disability basis and that the Sick Leave Bank is not formulated as a long term disability plan. Sick Leave Bank days withdrawn shall be granted within the period of one school year only. Sick Leave Bank days not used in any one school year (July 1 – June 30) will be carried over to the Bank for use the next school year until a cap of 300 days is reached. If the cap is reached, members for that same year will become automatic members for the next school year without having to make the required contribution. Only new members to the bank will be required to make the 2 day contribution for following year. The process will be reviewed each June by Bank Administrators to determine if capping is necessary and to whom automatic membership for the coming year, if any, should be granted.

#### 17.6 GOVERNING ADMINISTRATORS

The Sick Leave Bank will be administered by six Committee members: 3 administrators appointed by the Superintendent and 3 bargaining unit members appointed by the Association. Because the Board remains the legal authority for the Bank, it will be responsible for oversight of the bank and adhering to any and all ERISA requirements as well as federal and state laws

applicable to the Bank and its administration. Therefore, the Board reserves the right to override any decision of the Bank's Administrators which may not be in compliance with applicable federal and state laws.

The Administrators shall be responsible for fairly and equitably operating the Bank and deciding all applications for withdrawal. In performing their responsibilities, the Administrators shall adopt rules of procedure and appropriate application forms. They shall keep records of applications, decisions on applications, medical certificates and medical reports on applicants. They shall fully cooperate with the Personnel Office and provide any information on an applicant which the Personnel Office may request. Copies of all approved withdrawals shall be immediately transmitted by the Administrators both to the Personnel Office and the Finance Office.

## **ARTICLE XVIII - PERSONNEL FILES**

### **18.1 DEFINITIONS**

A. "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 employee including but not limited to any and all reports, comments, reprimands, correspondence, memoranda, evaluations, observations, and grievances relative to a particular employee.

B. "Personnel file" means the file or files which contain the cumulative collection of any and all documents maintained by the Board with respect to each individual employee.

C. "Personnel file custodian" means those persons employed by the Board charged with the duty of maintaining and preserving the personnel files.

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

### **18.2 CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS IN FILE**

Each document concerning an employee shall be placed in the employee's personnel file within a reasonable time and no document, except those resulting from routine record keeping, shall be placed in an employee's personnel file unless and until the employee is presented with the original document and a copy thereof prior to its filing. Upon receipt of the original document and copy of the same, the employee shall sign the original document as an acknowledgment of the receipt of the copy of the document. Such signatures shall not be construed as an agreement to the contents of the document.

### **18.3 RIGHT TO RESPOND TO MATERIALS IN FILE**

Each employee shall be given the opportunity to rebut and to respond to a document placed in his personnel file. The rebuttal and response must be in written form and once filed shall be attached to the document to which the response and rebuttal applies, and thus become a



permanent part of the employee's personnel file as long as the document remains a part of the personnel file. No document or copy thereof, to which a response and rebuttal has been filed, shall be used for any purpose whatsoever unless the rebuttal and response or copy thereof is attached to the document or copy sought to be used. An employee shall have the right to receive proof of any allegations and statements contained in a document placed in his file that the employee believes to be inaccurate, invalid, or misrepresented. If such proof is not presented, the document containing the allegations and statements shall be removed from the employee's personnel file and destroyed.

#### 18.4 PROCEDURE FOR FILING A REBUTTAL AND RESPONSE

Any rebuttal and response to a document placed in an employee's personnel file shall be filed by the employee within fifteen (15) working days from the date on which the employee signs the document acknowledging its receipt. If, for whatever reason, the employee has refused to sign the document acknowledging its receipt, the fifteen (15) days shall run from the date the person delivering the document certifies in writing that he made delivery and that the employee to whom delivery was made refused to sign the document acknowledging its receipt.

The employee may be granted an additional ten (10) working days for the filing of the rebuttal and response, provided the employee requests such an extension in writing addressed to the personnel file custodian within the original fifteen (15) day period. The personnel file custodian's consent to the ten (10) day extension of time shall not be unreasonably withheld.

The rebuttal and response shall be deemed filed by the delivery of the original and one copy of the rebuttal and response to the personnel file custodian. The personnel file custodian shall then sign and date the original rebuttal and response and file the same into the employee's personnel file. The personnel file custodian shall also sign and date a copy of the rebuttal and response and return the same to the employee.

#### 18.5 RIGHT TO EXAMINE FILE

No employee shall be denied access to his personnel file. The contents of an employee's personnel file shall not be divulged to third parties absent the express written consent of the employee, except when ordered by court or by subpoena, and no employee of the Board other than the personnel file custodian or the Superintendent, or the designee of either, which said designee must be an employee of the Board, shall be allowed access to an employee's personnel file without the employee's express written consent, unless that employee is charged with the duty of supervising that particular employee's performance. In the case that a personnel file should be accessed by someone other than the Superintendent, his designee or the employee's principal, the employee whose file was so accessed shall receive written notice of the fact and the name and title of the person who was permitted access. All persons permitted access under this section shall maintain the confidentiality of those documents in the file which are not matters of public record.

Any employee requesting to see his personnel file shall be given access to his entire personnel file at a single location and within a reasonable time after making the request. Such an

employee shall be given access to any portion of his personnel file maintained at his work site, at such site and at any reasonable time.

### **ARTICLE XIX - ACADEMIC FREEDOM**

The parties endorse the concept of academic freedom. However, the exercise of academic freedom shall not derogate in any manner whatsoever from the duty of an employee to teach the curriculum, subject matter, or courses of study adopted and prescribed by the Board. Further, the Board's endorsement of the concept of academic freedom should not be construed as permitting an employee to promote his own views or activities of a personal, political or religious nature to the students in the school setting. Teachers shall follow the district's prescribed curriculum and scope and sequence charts but may adopt appropriate materials and supplies as necessary to provide for the differentiation, including enrichment and remediation, of instruction within their classrooms. Accordingly, employees shall not comment in the presence of students on a matter associated with the collective bargaining relationship, or matters involving disputes or grievances under this Agreement. It is understood that employees may promote their own views of a personal, political or religious nature at any time outside of the school setting.

### **ARTICLE XX - EMPLOYEE PROTECTION**

#### **20.1 SUITS AGAINST EMPLOYEES BY STUDENTS**

Should any employee be sued for damages by any student or any person qualified to bring suit on behalf of any student based on any action or statement or the omission of any action or statement by such employee when in the proper course and scope of his duties as defined by the Board, the Board shall indemnify such employee against all reasonable costs personally incurred by the employee in his own defense and the amount of any damages for which the employee is cast in judgment; except as follows:

A. The Board shall not be responsible for any costs which the court stipulates are to be borne by a party other than the employee or Board;

B. The Board shall not be responsible for the costs of defending the action unless it declined the employee's request for adequate representation or declined to assist counsel for the employee.

If the Board provided the defense and the judgment makes an award to the employee for damages or other awards for costs or any fees, the employee shall reimburse the Board for its costs incurred for the defense. Requirement of reimbursement by the employee may not exceed the award received by the employee.

Nothing set forth in this article shall require the Board to indemnify an employee against the judgment wherein there is a specific decree in the judgment that the action of the employee was maliciously, willfully, and deliberately intended to cause bodily harm or to harass or intimidate the student.

## 20.2 LEGAL ADVICE IN THE EVENT OF AN ASSAULT AND/OR BATTERY

In the event an employee is assaulted or battered during the course of performing official duties, the employee shall promptly report the incident to the Superintendent or his designee. The Superintendent shall arrange for the Board's legal advisor to counsel the employee regarding his rights and obligations in connection with the assault/battery and who shall assist the employee in reporting the incident to law enforcement authorities. Nothing contained in this section shall be construed as requiring the Board to provide counsel to any employee for the purpose of filing a lawsuit or bringing any legal action against the person or persons assaulting or battering an employee.

## **ARTICLE XXI - SENIORITY**

### 21.1 DEFINITION OF SENIORITY

"Seniority" means the length of an employee's continuous, uninterrupted service with the St. Bernard Parish School System, starting with the first day on which an employee is scheduled to perform duties.

### 21.2 MAINTAINING AND POSTING OF SENIORITY LISTS

In October of each school year, the Board shall make available a seniority list of all employees showing the date on which each employee commenced his service in the St. Bernard Parish School System and the total number of years of seniority accrued by each employee. A copy of the seniority list and any subsequent revisions shall be furnished to the Association. Additionally, a copy of the seniority list shall be available in all buildings of the school district where it may be readily accessed by any employee or building representative.

### 21.3 LOSS OF SENIORITY

For purposes of defining seniority, an employee's continuous service shall be broken only by resignation, dismissal for cause, retirement or layoff for a period of time equal to seniority at the time of layoff or for three years, whichever is less.

### 21.4 ACCRUAL OF SENIORITY

Employees shall accrue seniority commensurate with their uninterrupted service. Employees on layoff or on leave of absence without pay shall not accrue seniority during the period of their layoff or leave of absence without pay. Employees who temporarily perform management or administrative functions for the St. Bernard Parish School System shall continue to accrue seniority while performing such duties, and shall suffer no loss of seniority on account of their being promoted, temporarily or permanently, into a management or administrative position.

## **ARTICLE XXII - REDUCTION IN FORCE**

### **22.1 IN GENERAL**

It shall be the policy of the Board to maintain a fair and balanced educational program consistent with the functions and responsibilities of public schools. When faced with circumstances which may necessitate a district-wide reduction of personnel greater than that which can be accomplished through normal attrition, appropriate reassignment, voluntary retirements, temporary assignments, or transfer of employees to vacant positions, the Board shall order a reduction in the school district's work force. Such order shall be on account of reduced student enrollment, discontinuance of educational programs, loss or reduction of funds, insufficient funds or loss of revenue, or for other reasons as might justify such reduction in force.

The approval of such a district-wide reduction in force shall be in an official Board meeting during which the reason for the reduction is given. The Association president shall be given advance notice of such a meeting and invited to attend and make reasonable comments, recommendations, or suggestions. Prior to such a meeting, the Board shall publish a notice reasonably calculated to inform employees that a reduction in force will be considered and may be approved.

Employees on Board-approved leaves of absence shall be treated in the same manner of other regularly employed personnel insofar as application of this policy.

### **22.2 ORDER OF REDUCTION**

A. **CERTIFICATED EMPLOYEES** – Once the district-wide reduction in force is declared to affect certificated personnel, the Board shall delegate reduction in force decisions to the Superintendent. In order to accomplish such a reduction in force, the least effective teacher within each targeted subject area, or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many teachers as necessary to accomplish the announced reduction by proceeding based solely on demand, performance, and effectiveness as determined by the Compass system pursuant to R.S. 17:3881 through R.S. 17:3905 and BESE Bulletin 130. Teachers deemed “ineffective” through the Compass system shall be laid off first, followed by those who are deemed “emerging,” “proficient,” or “highly effective,” in that order, until the announced reduction is accomplished. If effectiveness ratings, demand, and performance are equal, then seniority within the district shall be considered. If seniority is equal, the layoff shall be made by lot. Affected employees shall be allowed to be present when the lots are drawn.

B. **SUPPORT EMPLOYEES** – Once the district-wide reduction in force is declared to affect support employees, the Board shall delegate reduction in force decisions to the Superintendent. All reductions in force shall be based on performance and effectiveness as determined by most recent employee evaluations and certification or academic preparation, if applicable. If evaluation ratings and performance are equal, then seniority within the district shall be considered. If seniority is equal, the layoff shall be made by lot. Affected employees shall be allowed to be present when the lots are drawn.

### 22.3 NOTIFICATION OF LAYOFF

No employee shall be laid off without first having been given at least thirty (30) days notice of layoff prior to its effective date. Once notified, the affected employee may request in writing a review of such action and shall receive notice of the results of such review. The employee also has the right to pursue the matter through the grievance procedure included in this agreement. All rules and policies regarding reduction in force shall be made available for inspection by teachers, other school employees, and the general public within ten days after final adoption.

### 22.4 RECALL NOTICES

Notice of recall will be given to employees by U.S. mail, certified, postage prepaid, to the last address given to the Board by the employee. The employee's address, as it appears on the School Board's record shall be deemed to be the correct address. It shall be the employee's responsibility to see that the School Board has his/her correct address on file. Employees who receive notice of layoff shall be given the first opportunity to be reinstated for recall up to two school years after such layoff is completed and then, only if the laid off employee had received, prior to layoff, a Compass evaluation deeming him/her "emerging," "proficient," or "highly effective." Employees with the rating of "highly effective" shall be recalled first, then those who were rated "proficient," and, finally, those who were rated "emerging," in that order. If effectiveness ratings are equal, then recall shall be in order of seniority accrued at the time of lay off. Recalls will be made within areas of certification necessary for any vacant positions.

Support employees who have been affected by layoff shall be recalled based on performance and effectiveness at the time of layoff and then based on certification and/or academic preparation, if applicable. Employees who receive notice of layoff shall be given the first opportunity to be reinstated for recall up to two calendar years after such layoff is completed. Recalls shall occur only within those areas where a vacancy exists, and laid off employees may not cross job classifications for purposes of recall. If evaluation ratings are equal, then recall shall be in order of seniority accrued at the time of lay off.

If the employee fails to respond to a recall notice within ten (10) calendar days, it will be deemed that the employee has refused the position, and his/her name will be removed from the recall list.

## **ARTICLE XXIII - CLASSROOM OBSERVATION AND PERFORMANCE EVALUATION - CERTIFICATED PERSONNEL**

Teachers will be evaluated using those local documents in effect upon ratification of this contract and following those guidelines outlined in state Bulletin 130. Within two (2) weeks of the beginning of each school year, the building principal or designated administrator shall conduct a workshop so as to fully inform each employee regarding evaluation procedures, standards, and the instruments to be used. Such workshops shall be held after regular school hours and shall not constitute a staff meeting or faculty meeting within the provisions of 12.1 (q)

of the Agreement. Attendance shall be voluntary. Additionally, a review of the Compass Rubric shall be part of the orientation program for new teachers.

The criteria used for classroom observation and observation procedures shall be applied uniformly throughout the district and any violation of procedure or the use of any instruments other than the ones adopted hereunder or mandated by the state shall render the results of such observation/evaluation null and void and any record of such observation/evaluation shall be removed from an employee's personnel file.

Classroom observations may be announced or unannounced. However, observations will not take place within ten (10) working days prior to the end of the school year or ten (10) working days prior to the seniors' last day, where applicable.

The results of classroom evaluations/observations shall be given to the employee within ten (10) working days following the evaluation/observation. The evaluator also shall meet personally with the employee in order to discuss the results of the observation/evaluation.

At this conference, the observer and the employee may discuss any specific measures that might be taken which will assist the employee in improving classroom skills and ability. If necessary, the employee's principal may order that the employee follow an assistance plan. Any recommendation for an assistance plan shall be placed in writing and shall be reviewed by the Supervisor of Personnel or his designee prior to implementation. If an assistance plan is ordered, the employee shall be required to fulfill all of its terms as a condition of continuing employment.

Employees shall have the right to rebut, in writing, any aspect of the observation/evaluation results with which he or she disagrees; and the rebuttal shall be attached to the results and made a permanent part of the record.

The process of establishing student learning targets should reflect the student diversity in classrooms and reflect collaboration between the teacher and evaluator. In order to ensure student growth, both the evaluator and the teacher shall understand the necessity to establish rigorous student learning targets.

Should there be a need to modify, rewrite, or otherwise alter local evaluation instruments, a Committee shall be established for that purpose.

The Committee, consisting of three (3) teachers and three (3) administrators, shall formulate instruments to be utilized in the classroom observation and evaluation of an employee's professional skills and abilities. One purpose of these instruments will be to provide the evaluator with a standard document reflecting specific and critical elements of teaching skill and ability. Another purpose of these instruments shall be to assist in identifying any strengths or weaknesses in an employee's teaching skills and job performance in order to record good performance or provide assistance, as may be appropriate, to remedy and enhance performance.

The three members of the committee drawn from the ranks of teachers shall consist of one (1) elementary, one (1) middle and one (1) high school teacher, each of whom shall have at least five (5) years experience as a fully certified teacher. These teachers shall be appointed by

the SBAE. The administrators on the committee shall be appointed by the Superintendent. The instruments accepted by the committee shall be presented to the Superintendent who, along with the committee, will present it to the Board for the Board's approval, disapproval or modification. In the event modifications or amendments are necessary, the instrument will be sent back to the committee for review of modifications. The committee will then present a modified plan to the Board for decision within thirty (30) days time. The Board will then act to approve, disapprove or further modify the plan or return to committee.

## **ARTICLE XXIV - EVALUATION - SUPPORT PERSONNEL**

### **24.1 IN GENERAL**

Bus operators, mechanics, bus aides and bus riders will be evaluated by the Supervisor of Transportation; food service employees will be evaluated by their principals or their principals' designees in conjunction with their managers; paraeducators will be evaluated by their principals or their designees; custodians will be evaluated by their principals or their principals' designees in conjunction with their Maintenance Department Supervisor; maintenance men will be evaluated by the Supervisor of Maintenance or his designee; clerk typists and receptionists will be evaluated by their building supervisors.

### **24.2 EVALUATION FORMS**

If evaluation forms need to be changed, they shall be developed with the input of the Association and will be prepared in triplicate: one for the employee, one for the supervisor/administrator responsible for the evaluation and one for the Superintendent.

### **24.3 DISCUSSION OF EVALUATION**

Within five (5) working days of the written evaluation of any employee conducted hereunder, the evaluator shall provide the employee with a copy of the evaluation and meet with the employee should the employee request a meeting.

### **24.4 PURPOSE OF EVALUATION**

The parties subscribe to the principle that evaluation is not discipline. It is a supervisor's opinion regarding the work of an employee under his supervision. It provides an opportunity for constructive criticism, assistance as may be meaningful and appropriate affirmation of superior or good work.

### **24.5 PROCEDURE TO REBUT EVALUATION**

An employee shall have the right to rebut or contest any evaluation he deems unfavorable through the grievance procedure established in this Agreement but the same shall not be arbitrable.

## **ARTICLE XXV - VACANCIES AND TRANSFERS - CERTIFICATED PERSONNEL**

### **25.1 IN GENERAL**

Transfers may be voluntary or involuntary. Any employee shall have the right to request a voluntary transfer. Involuntary transfers shall be effectuated, as necessary, but only for just cause. The parties understand and agree that just cause will be deemed to exist in the case of an involuntary transfer for the following reason(s): (1) to staff new schools or programs; (2) to provide continued employment for employees whose facility has been closed; (3) to adjust for declines in student enrollment or loss of programs; (4) to avoid reductions in force; or (5) to redistrict schools.

### **25.2 IDENTIFICATION OF VACANCIES**

Before April 1 of each year, the Superintendent or his designee shall post in the central office, on the school district's web site within the Employee IntraNet, and in each school building or work site, all known vacancies and new teaching positions to be filled.

### **25.3 A. APPLICATION FOR VOLUNTARY TRANSFER - PROCEDURE**

(1) Any employee desiring to transfer from his position to one of the vacant positions must file a transfer request containing such information as may be required by the Personnel Supervisor at least seven (7) days prior to Transfer Day. Application forms will be made available in each school building or work site and district website.

(2) The Personnel Supervisor shall make every effort to schedule interviews for transfer to vacant positions after school hours during the work week in order to complete the transfer process efficiently and expeditiously following the close of advertisement and prior to the designated Transfer Day. If necessary, a Transfer Day will be held each school year on the Saturday in April closest in proximity to the 15th day of April. All applicants for transfer shall be interviewed on Transfer Day for whatever positions they desire. Within seven (7) calendar days following Transfer Day, selections for known vacancies and new positions shall be made.

(3) Applicants who are not certified and highly qualified for a particular position shall not be permitted to apply for transfer to that position.

(4) Applicants who are currently on an assistance plan shall not be permitted to apply for transfer.

(5) The following criteria shall be considered in filling Transfer Day vacancies: seniority in the teaching area of certification; advanced degrees in the subject matter to be taught or any other relevant advanced degrees; history of satisfactory or superior performance; best responses during oral interview; highly qualified status, and principal's team recommendation. If after applying the above criteria, two or more applicants are equally qualified for the position, the recommendation of the principal shall be the determining factor. Interviewers for Transfer Day will consist of the Principal (or designee) and the Assistant Principal (designee) at a minimum.



The principal may also choose to include an additional faculty member, with at least 3 years of experience, on the interview team.

(6) Commencing on April 15<sup>th</sup> of each year and continuing thereafter through the close of business on the day before the Job Fair, any position not filled on Transfer Day or any new vacant positions or new teaching positions which have become open since the date of the first posting shall be posted on the school or work site bulletin board and district website. A Job Fair will be scheduled on a Saturday no later than May 15<sup>th</sup>. Employees interested in transfer to the posted positions should apply to be interviewed on Job Fair day at least seven (7) days prior to Job Fair so that interviews can be scheduled. However, applications for any open positions to be filled at the Job Fair may be brought to the Job Fair. Such applications shall be the same in form and substance as those required for Transfer Day. Anyone applying for a vacant position at the Job Fair will be interviewed and selections will be made within two (2) weeks.

(7) Any permanent vacancy occurring after the Job Fair will be filled by temporary assignment and posted in connection with the Transfer Day to be held during the subsequent school year.

(8) A transfer request may be withdrawn in writing any time prior to the applicant's acceptance for the position.

#### B. CRITERIA CONSIDERED IN INVOLUNTARY TRANSFERS

In the event an involuntary transfer must be effectuated, any displaced employees shall be given their choice of vacant assignments on the same level in order of seniority, with the most senior employee having the first choice, provided the employee meets the certification requirement for the position he chooses. If not, the next most senior employee who desires the position and who is certified for the position shall be awarded the position. Where teachers have equal seniority and certification, those with the highest amount of academic preparation will be given the first choice. Academic preparation shall be measured as a major or advanced degree in a subject area. If academic preparation is equal, the employee with the greatest number of years teaching the subject will be given the first choice.

In determining who will be involuntarily transferred from any given school, staff will be reduced at a school in the same order provided for reductions in force under Article 22.

If there is no vacancy available for which an involuntarily transferred employee would be qualified in terms of area of certification(s), the employee being involuntarily transferred will be assigned to the position for which she is certified held by the employee with the least amount of seniority in the school system, provided that employee has lesser seniority than her own. The employee she displaces will then be considered as involuntarily transferred under this section and will have displacement rights. If, because of her certification area and seniority level, she is unable to displace anyone, she will be laid off under the provisions of Article 22. Nothing herein shall be construed as requiring any transfer or displacement of employees once a school year has begun. In such a case, the involuntarily transferred employee shall be temporarily reassigned to any position for which she is qualified with permanent assignment and displacement rights to

become applicable in the next school year.

## **ARTICLE XXVI - VACANCIES AND TRANSFERS - SUPPORT PERSONNEL**

### **26.1 IN GENERAL**

Employees may be transferred voluntarily or involuntarily from one worksite or school to another or from one job classification to another. For purposes of this article, the worksite for bus operators and bus riders is the building where the Transportation Office is located. The worksite for maintenance employees is the building where the Maintenance Office is located. Any employee shall have the right to request a voluntary transfer. Involuntary transfers shall be effectuated as necessary, but only for just cause. The parties understand and agree that just cause will be deemed to exist in the case of an involuntary transfer for the following reason(s): (1) to staff new schools or programs; (2) to provide continued employment for employees whose facility has been closed; (3) to adjust for declines in student enrollment or loss of programs; (4) to avoid reductions in force; or (5) to redistrict schools.

### **26.2 IDENTIFICATION OF VACANCIES**

All vacancies will be posted for a minimum of ten (10) calendar days before being filled. Although the Board will post vacant positions, the provisions of this Article on the manner in which vacancies are to be filled shall apply only to vacancies in bargaining unit positions covered by this Agreement. Notices of vacancies shall include any skills, abilities, qualifications, certifications or educational requirements for the position posted. Only those applicants who meet required qualifications will be eligible for interview and ultimate transfer. For some positions, applicants may be required to prove their qualifications through testing or skill demonstration.

### **26.3 APPLICATION FOR VOLUNTARY TRANSFER - PROCEDURE**

Any employee may request a transfer to a vacant position by submitting such request in writing on forms prescribed by the Supervisor of Personnel. This request must be submitted during the period in which the notice of vacancy is posted. Such transfer requests shall be submitted either by hand delivery or by certified mail, return receipt requested, provided such is postmarked during the ten (10) day posting period and received no later than two (2) working days following the end of the posting period. The Supervisor of Personnel or his designee shall issue a receipt for all hand-delivered requests. Any support employee whose last evaluation was unsatisfactory is not eligible to apply for a transfer.

### **26.4 TIME FOR FILLING VACANCIES**

As soon as practicable after the close of the posting period for any vacancy, the vacancy will be filled and the identity of the person filling the vacancy will be posted in the central office. Additionally, the individual selected to fill the vacancy will be given written notice of his selection with copy to the Association within one week of selection. Other applicants will be advised that they were not selected.

## 26.5 SELECTION CRITERIA FOR TRANSFERS

### A. Criteria Considered in Voluntary Transfers

In transferring personnel to vacant positions, assuming more than one employee has requested a vacant position, the following procedure will determine which employee receives the transfer: All applications will be submitted to a selection committee consisting of the Personnel Supervisor or his designee, the principal or supervisor of the worksite at which the vacancy has occurred and the area supervisor. Each member of this committee will rank the applicants utilizing a point system scaled 0 or 1 with respect to the following criteria.

The criteria to be utilized in effectuating voluntary transfers are as follows: [1] seniority within the job classification being filled (for example, the classification of food service worker or paraeducator), or, if no applicant has such seniority, system-wide seniority; [2] history of satisfactory or superior performance; [3] best response during oral interview; [4] principal's/supervisor's recommendation. The applicant receiving the greatest number of points will be awarded the vacant position.

### B. Criteria Considered in Involuntary Transfers

In the event an involuntary transfer must be effectuated, any displaced employees shall be given their choice of vacant assignments within their job classification in order of seniority, with the most senior employee having the first choice.

When the entire student body of a school building or an entire grade, department, class (e.g.. severe/profound; behavior disordered) is moved en masse to another school or building or is split between schools or buildings, employees whose classes or departments are transferred to the new location shall be transferred with their departments or classes.

Nothing herein shall be construed as requiring any transfer or displacement of employees once a school year has begun. In such a case, the involuntarily transferred employee shall be temporarily reassigned to any position for which she is qualified with permanent assignment and displacement rights to become applicable in the next school year.

## **ARTICLE XXVII - SUBCONTRACTING**

A. EMPLOYEES OTHER THAN MAINTENANCE DEPARTMENT EMPLOYEES  
- The Board agrees not to subcontract to private industry the regular duties of non-maintenance employees without the prior written agreement of the Association provided bargaining unit members are at all times willing and available to perform the duties required of them.

B. Although extra trips are not part of the "regular" duties of bus operators, when a school or school-sponsored club or group hires a bus for a field trip which takes place solely within the metropolitan New Orleans area (Orleans, Jefferson, St. Tammany, Plaquemines and St. Bernard Parishes), School Board buses and bus operators shall be used.

C. (1) Maintenance Department Employees - The Board will review its subcontracting practices and make an effort to use its own maintenance employees for non-capital maintenance projects when they possess the ability, skills, tools and time to perform needed maintenance work. Consideration will also be given to using maintenance employees on overtime to perform weekend or after-hours maintenance projects they are capable of performing and equipped to perform when it would be more costly to contract out this work. The Union recognizes the need of the Board to supplement its work force with contractors to meet critical paths, handle peak maintenance loads and perform work unit members may be able to perform but which has been bid by a contractor as part of a larger project.

(2) The Board maintains its right to create a new maintenance position under the Management's Rights clause, but will discuss any new position it deems prudent to create and will negotiate a rate of pay with the Association (for example, "Head Custodian" or "Building Superintendent" positions). The Board shall define the duties of these new positions and offer them for bid by qualified, incumbent maintenance employees.

(3) The Board will not privatize any maintenance functions.

(4) The Board reserves the right to contract out all grounds keeping work.

D. Limitations on subcontracting shall not apply to the purchase of commercially pre-packaged or prepared foods purchased for use in the school cafeterias.

E. Nothing contained herein shall prevent the Board from temporarily or permanently replacing bargaining unit members during a strike or work stoppage.

## **ARTICLE XXVIII - SALARIES AND SUPPLEMENTAL PAY**

### **28.1 DIRECT DEPOSIT**

Employees shall have the right to direct deposit of their paychecks to the financial institution of their choice, provided their bank is a participant in the program. The Association recognizes the need for early cutoff for overtime/supplemental pay computations/extra trip pay in order to accommodate this benefit.

### **28.2 SALARY COMPENSATION SCHEDULE**

Salaries will continue in effect on the present schedule unless and until changes to the schedule are made in future negotiations. A copy of the present schedule may be obtained at the Personnel Office or at the Union office.

Beginning with the 2019-2020 school year, an additional amount will be added to the base salary schedule in the following amounts:

Certificated Personnel	\$2,600
12 month Support Personnel	\$1,600
9 month Support Personnel	\$1,300

28.3 STATE SALARY SCHEDULE ADJUSTMENTS

Any new state pay increases committed during the term of this agreement by the state legislature for employees' salaries will be passed on. Any special state requirements or qualifications for such an increase must be satisfied as a condition of the increase.

28.4 LONGEVITY PAY ADDITIONS

A. CERTIFICATED PERSONNEL - Certificated employees who have completed ten (10) years of service in education will have \$500 in longevity pay added to their base salaries, and certificated employees who have completed fifteen (15) years of service in education will have \$750 in longevity pay added to their base salaries.

Certificated employees who have completed twenty (20) years of service in education shall have \$1200 in longevity pay added to their base salaries. Certificated employees who have completed twenty-five (25) years of service in education shall have \$1500 in longevity pay added to their base salaries.

B. SUPPORT EMPLOYEES - Longevity pay will be awarded in accordance with past practice. Bargaining unit members who have completed ten (10) years of service in the St. Bernard School System will have \$500 in longevity pay added to their base salary; those who have completed fifteen (15) years of service in the St. Bernard School System will have \$750 in longevity pay added to their base salary; those who have completed twenty (20) years of service in the St. Bernard School System will have \$1200 in longevity pay added to their base salary. Bargaining unit members who have completed twenty-five (25) years of service in the St. Bernard School system will have \$1500 in longevity pay added to their base salary.

28.5 SUMMER/HOLIDAY EQUIPMENT CHECKS

Any food service employee who is requested and agrees to check refrigeration equipment during the summer and holidays will be compensated at the sum of \$350 per year.

28.6 MOVEMENT BETWEEN SALARY SCHEDULES/STEP PLACEMENT - SUPPORT EMPLOYEES

When a support employee transfers or is transferred from a salary schedule to one which carries a higher entry level hourly rate of pay than the classification from which he is transferring, he shall be placed at the lowest step on his new salary schedule which provides him with an hourly increase in pay.

When a support employee transfers or is transferred from a salary schedule to one which

carries a lower entry level hourly rate of pay than the classification from which he is transferring, he shall be placed at the same step on his new salary schedule which he held on his old salary schedule.

#### 28.7 MAINTENANCE III AND IV

A. The Maintenance III classification will be reserved for maintenance employees with demonstrable ability and qualifications in one of the following crafts:

Electrician	Air Conditioning/Heating	Locksmith
Plumbing	Carpentry	

Ability and qualifications in the Electrician, Plumbing and Air Conditioning/Heating crafts must be evidenced by a State of Louisiana or Parish of St. Bernard license. For the carpentry craft, ability and qualifications will be evidenced by a carpenter achieving the position of Maintenance II and, thereafter, obtaining satisfactory evaluation for a period of 12 months. For the locksmith craft, the ability to become bonded will be evidence of qualification. The craftsman's license or bond must be current and active in order for the employee to obtain the Maintenance III classification. All employees qualifying for Maintenance III must maintain their licenses or bonds, without a lapse, or will lose the Maintenance III classification for pay and all other purposes.

To obtain the Maintenance III classification, an employee must be able to demonstrate his ability to complete work orders within his craft for which he has the tools and equipment and to handle routine jobs without the assistance of outside contractors over a four month probationary period.

#### MAINTENANCE IV

B. The Maintenance IV classification will be reserved for Maintenance III employees with demonstrable ability and qualifications in two or more of the following crafts:

Electrician	Air Conditioning/Heating	Locksmith
Plumbing	Carpentry	

Ability and qualifications in a particular craft, except for the carpentry and locksmith crafts, must be evidenced by a State of Louisiana or Parish of St. Bernard license. For the carpentry craft, graduation from a Board approved trade or vocational-technical school will be evidence of ability and qualification. For the locksmith craft, the ability to become bonded will be evidence of qualification. The craftsman's license or bond must be current and active in order for the employee to obtain the supplement. All employees qualifying for Maintenance IV supplement as of the date of ratification of this agreement must maintain their licenses or bonds, without a lapse, or the supplement will be removed.

To be promoted to Maintenance IV, an employee must be able to demonstrate his ability to complete work orders within his multiple crafts for which he has the tools and equipment and

to handle routine jobs without the assistance of outside contractors over a four-month probationary period.

Maintenance IV employees shall be paid a supplement of: \$1500 for one additional craft; \$2500 for two additional crafts; and \$3500 for three or more additional crafts over and above their salary under the Maintenance III schedule. Supplements shall be retroactive to the commencement of the probationary period for employees promoted to Maintenance IV.

28.8 MECHANIC II

The Mechanic II classification will be reserved for employees classified as Mechanic I who meet the following criteria:

one year employment with St. Bernard Parish School Board as a Mechanic I, possess and maintain a valid CDL, certified as a DOT mechanic inspector.

Mechanic II employees shall be paid a supplement of \$1500 over and above their salary on the Mechanic I schedule.

28.9 VOLUNTEER SPONSORSHIP INCENTIVES - CERTIFICATED PERSONNEL

For each year of the contract, there will be established a Volunteer Sponsorship Incentive Fund totaling \$50,000 to be distributed as follows:

	AMOUNT PER SCHOOL	NUMBER OF SCHOOLS	TOTAL
High School Fund	\$25,000	1	\$25,000
Middle School Fund	\$6,000	3	\$18,000
Elem. School Fund	\$3,000	6	\$18,000
			<u>\$61,000</u>

In determining the categories of sponsors to be awarded monetary incentives under this Article, the following guidelines shall be observed:

A. The purpose of the pay incentive provided for in this Article is to encourage teachers to provide beneficial, extracurricular activities for students separate and apart from their regular school duties. Accordingly, incentive pay shall not be awarded for duties performed or services extended during periods of time compensated under the regular salary schedule.

B. The minimum incentive award is \$20.00 and the maximum for any one activity

should not exceed \$200.00 unless special circumstances exist. In order to receive an incentive award, the minimum number of hours a teacher spends with students in an extra-curricular sponsorship shall be no less than seven (7) hours per club or activity. Sponsorship of a club, including all of its activities, counts as a single activity.

C. Additional monetary incentives shall not be awarded to persons who are performing duties for which specific supplements have already been negotiated, e.g. coaches and band directors.

D. If the eligibility of any club or activity sponsor for an award is in question, the principal and the Assistant Superintendent, or any other person designated by the Superintendent, shall meet with those designated by the SBAE to decide the eligibility of said club or activity.

E. After the Volunteer Sponsorship Incentive Fund distribution has been determined at each school site, the Principal and the SBAE representative shall sign-off on the compensation request and send it to the payroll department for payment. A copy of the distribution shall be posted.

28.10 ANNUAL SUPPLEMENTAL COMPENSATION SCHEDULE

A. BAND DIRECTORS, CHEERLEADER SPONSORS, DANCE TEAM SPONSORS, CHS VOICES SPONSORS, FLAG TEAM SPONSORS, AND MAJORETTE TEAM SPONSORS:

	0-5 years	6-10 years	10+
<b>BAND DIRECTOR:</b>			
High School	\$2,000	\$2,500	\$3,000
Middle School	1,000	1,500	2,000
<b>CHEERLEADER SPONSOR:</b>			
High School			
Head	\$1,800	\$2,300	\$2,800
Assistant	\$1,300	1,800	2,300
Middle School	800	1,300	1,800
<b>DANCE TEAM SPONSOR:</b>			
High School			
Head	\$1,800	\$2,300	\$2,800
Assistant	1,300	1,800	2,300
Middle School	800	1,300	1,800
<b>CHS VOICES SPONSOR:</b>			
High School			
Head	\$1,800	\$2,300	\$2,800
Assistant	1,300	1,800	2,300



**FLAG TEAM SPONSOR:**

High School	\$1,300	\$1,600	\$1,900
Middle School	500	800	\$1,100

**MAJORETTE TEAM SPONSOR:**

High School	\$1,300	\$1,600	\$1,900
Middle School	500	800	1,100

SCHOOL-BASED WEB-SITE ADMINISTRATOR	\$1,000	\$1,200	\$1,500
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In addition, band directors will receive a minimum of \$50 for each parade in which they participate provided this sum is actually tendered by the carnival crew. In the event a carnival crew should designate more for the band director than \$50 for any parade, the band director will receive the amount so designated provided it actually is tendered by the carnival crew.

In the event that a middle or a high school does not have one or more of these groups, the supplement for the sponsor(s) may **not** be redirected to the sponsor of another group or activity.

**B. COACHES' SUPPLEMENTS - HIGH SCHOOL ATHLETIC PROGRAMS**

(A coach shall have responsibilities in two sports unless otherwise granted permission by the Principal and the Superintendent.) High school coaches supplements will be paid according to the following scale\*:

<b>SPORT</b>	<b>AMOUNT</b>			
	<u>0-3 years</u>	<u>4-6 years</u>	<u>7-9 years</u>	<u>10+</u>
Athletic Director	\$2,000	\$3,000	\$4,000	\$5,000
Football (Head) (Includes Spring Training)	\$3,500	\$4,500	\$5,500	\$6,500
Basketball (Head)	\$2,000	\$3,000	\$4,000	\$5,000
Baseball (Head)	\$2,000	\$3,000	\$4,000	\$5,000
Softball (Head)	\$2,000	\$3,000	\$4,000	\$5,000
Soccer (Head)	\$2,000	\$3,000	\$4,000	\$5,000
Track (Head)**	\$2,000	\$3,000	\$4,000	\$5,000
Wrestling (Head)	\$2,000	\$3,000	\$4,000	\$5,000
Volleyball (Head)	\$2,000	\$3,000	\$4,000	\$5,000
Swimming (Head)**	\$1,000	\$1,500	\$2,000	\$2,500
Cross Country (Head)**	\$1,000	\$1,500	\$2,000	\$2,500
Golf (Head)**	\$ 750	\$1,200	\$1,500	\$1,800
Bowling (Head)**	\$ 750	\$1,200	\$1,500	\$1,800
Tennis (Head)**	\$ 750	\$1,200	\$1,500	\$1,800
Assistant AD	\$1,500	\$2,000	\$2,500	\$3,000
Football (Assistant) (Includes Spring Training)	\$1,500	\$2,000	\$2,500	\$3,000
Baseball (Assistant)	\$1,000	\$1,500	\$2,000	\$2,500

Basketball (Assistant)	\$1,000	\$1,500	\$2,000	\$2,500
Softball (Assistant)	\$1,000	\$1,500	\$2,000	\$2,500
Track (Assistant)	\$1,000	\$1,500	\$2,000	\$2,500
Volleyball (Assistant)	\$1,000	\$1,500	\$2,000	\$2,500
Wrestling (Assistant)	\$1,000	\$1,500	\$2,000	\$2,500
Soccer (Assistant)	\$1,000	\$1,500	\$2,000	\$2,500
Weight Room (If open during summer)	\$1,000	\$1,500	\$2,000	\$2,500
Power-lifting	\$1,000	\$1,500	\$2,000	\$2,500
Swimming (Assistant)	\$ 500	\$ 750	\$1,250	\$1,750
Cross Country (Assistant)	\$ 500	\$ 750	\$1,250	\$1,750

\* A high school coach shall receive the designated supplement for each sport he coaches.

\* The Athletic Director supplement will be in addition to the coaching supplement.

\*\* Coed

C. COACHES' SUPPLEMENTS - MIDDLE SCHOOL ATHLETICS

(A coach shall have responsibilities in two sports unless otherwise granted permission by the Principal and the Superintendent.)

Middle school coaches will receive supplements based on the following:

	<b>AMOUNT</b>		
	<u>0-5 years</u>	<u>6-10 years</u>	<u>10+</u>
<b>Head Football**, Head Volleyball, Head Basketball, Head Baseball, Head Softball, and Assistant Football Coaches</b>			
For each sport coached	\$ 650	\$1,000	\$1,500
<b>Head Coed Soccer and Head Coed Swimming Coaches</b>			
For each sport coached	\$ 500	\$ 850	\$1,350

\*\* If head football coach is one of the coaching responsibilities, \$500 will be added to the supplement. The head football coach must coach at least one other sport.

**ARTICLE XXIX - BENEFITS**

29.1 HOSPITAL/MEDICAL CONTRIBUTIONS

The School Board will pay local hospital/medical contributions for employee only coverage of \$100.00 per month for those covered by the State Employees Group Benefits Plan or

by any other elective state plan for which the employee-only premium exceeds \$100.00. If the employee only premium is less than \$100.00/month the Board will pay the entire employee-only premium in that lesser amount.

## 29.2 SECTION 125 FLEX PLAN

The Section 125 "Cafeteria Plan" will be continued in the areas of dental, vision, life, disability, cancer and hospital/medical insurance on the following basis with third party administrator as contractor and on the basis of specifications and with selected carriers for a dental plan, a disability plan, a vision plan and a cancer plan as previously negotiated.

The cafeteria benefits plan will cover and be available to all employees, irrespective of whether they are members of the bargaining unit, members of the administration or support personnel.

An insurance committee shall be maintained consisting of an administrator and up to 5 members of the bargaining unit. The Superintendent will appoint the administrator to the committee. The Association will appoint the bargaining unit members. The insurance committee must be insurable against errors and omissions. The Board will insure all committee members at its cost.

The third-party administrator will perform all of the duties outlined in its contract with the Board. Part of those duties will involve the review and rating of insurance carriers for each plan established under the cafeteria format with the exception of the hospital/medical and the present life insurance plan. In the areas of hospital/medical and life, the present plans will remain in effect but will be placed under the cafeteria format for purposes of that portion of the premiums paid by employees under these plans. After the initial specifications and carriers are negotiated by the parties, any changes in specifications or carriers required in the interest of plan beneficiaries will be made by the insurance committee. Whenever a change in carrier is deemed warranted, the third party administrator shall receive and present to the insurance committee no less than five proposals. Insurance committee members will have a fiduciary duty to select the best carrier for each plan being provided based on the exercise of reasonable and prudent judgment and without regard to any union or management bias or prejudice. Carriers will be selected by the insurance committee on a majority vote.

The insurance committee will meet on an as-needed basis and whenever specifications or a carrier require changing. Meetings will also be held on a majority vote of the committee or when called by the Chairperson. The insurance committee will serve without compensation, all meetings to be held after regular school hours.

Insurance committee members will serve one-year terms commencing on January 1 of each year. After service of their terms, members may be reappointed or replaced by the authority originally appointing them. Also, committee members may be removed by their appointing authority at any time for just cause.

The insurance committee, by a 2/3 vote, may recommend removal and replacement of the third party administrator to the Board at any time. If the Board votes to remove the administrator, the committee will then recommend a replacement to the Board. The replacement must be approved by a vote of the Board.

The Section 125 plan will have an open enrollment period for all employees each calendar year; however, new hires may enroll at any time during the year in conjunction with their employee orientation.

### **ARTICLE XXX - EFFECT OF AGREEMENT**

#### **30.1 COMPLETE UNDERSTANDING**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

They shall supersede and have precedence over any contrary or inconsistent rules, regulations or practices of the employer with respect to bargaining unit personnel.

#### **30.2 CONTRACTUAL AMENDMENT**

This Agreement shall constitute a binding obligation on both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of these parties in a written and signed amendment to this Agreement.

#### **30.3 SAVINGS CLAUSE**

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, all appeals having been exhausted, then such provision shall be deemed without effect except to the extent as may be permitted by law; but all other provisions shall be continued in full force and effect.

### **ARTICLE XXXI - SUCCESSORSHIP**

This Agreement shall be binding upon the Board and upon its lawful successors. The election of any new or additional Board members shall not in any way derogate from any of the rights or obligations undertaken herein.

# 2019

## St. Helena Association of Educators



## Union Agreement

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## ARTICLE 1 RECOGNITION AND DEFINITIONS

### 1.1 RECOGNITION

The St. Helena Parish School Board, St. Helena Parish, Louisiana, (hereinafter referred to as the “Employer” or the “Board”) recognizes the St. Helena Association of Educators, LAE-NEA (hereinafter referred to as the “Association” or the “SHAE”) as the sole and exclusive bargaining representative for all matters affecting the wages, hours, and conditions of employment including fair and equitable treatment for all administrative, certified, and non-certified Employees (hereinafter referred to as the “employee” or “Bargaining Unit Member”).

Certified Employees shall include, but not be limited to: all classroom teachers, including kindergarten, elementary, special education, secondary, Title I, Head Start, vocational education, adult education, early childhood/development, Early Interventionists, adaptive PE teacher, homebound; counselors; librarians; speech therapist; music directors; all coaches; ROTC Officers; nurses; pupil appraisal – including but not limited to school psychologists, social workers, educational diagnosticians, speech therapy assistants, speech/language diagnosticians; curriculum coordinators, area specialists, and site supervisors.

Non-certified Employees shall include, but not be limited to: clerical employees – including school secretaries/clerks; bus drivers; assistant janitors and assistant custodians; all maintenance employees – including plumbers, electricians, mechanics, air conditioning/heating technicians and helpers, grass cutters, drayage, stadium upkeep/grounds keeper, general maintenance; school lunch employees – including technicians; all aides – including teachers’ aides, curriculum aides, special education paraprofessionals/aides, bus attendants, reading aides, computer aides/technicians, Headstart aides, early childhood development aides; truant officer.

If during the life of this Agreement, the Board should create a new position with job responsibilities not similar to those employment classifications included in the Bargaining Unit described herein, the Board and the Association agree said position shall be part of the Bargaining Unit.

If a position in the Bargaining Unit is reclassified and such re-titled position requires job responsibilities similar to those employment classifications included in the Bargaining Unit described herein, such employment classification shall be part of the Bargaining Unit. 1 1.6 In the event there is a position title change of any job class maintaining job responsibilities in the Bargaining Unit, said position shall remain part of the Bargaining Unit. The association will be notified of any changes.

Outsources contracted employees are not covered under this agreement.

**1.2 DEFINITIONS**

**A. Employee**

The term “Employee” or “Bargaining Unit Member” may include an Employee or a group of Employees who are similarly affected by this Agreement.

The term “Employee” or “Bargaining Unit Member” when used hereinafter in this Agreement shall refer to all Employees represented by the Association.

**1. Full-time**

An employee who is employed in a job classification for at least fifty percent (50%) or more of the normal day/week for that job classification.

**2. School Year Bargaining Unit Member**

Bargaining Unit Members employed to work at least one hundred eighty-two (182) days for certified employees and at least one hundred eighty (180) days for non-certified employees whose employment follows the school calendar.

**3. Full-Year Bargaining Unit Members – Bargaining unit members employed to work on an eleven or twelve-month basis.**

**B. Days** – The term “days” when used in this Agreement shall, except where otherwise indicated, mean working days.

**C. Superintendent** – The title superintendent shall indicate the Superintendent of Schools.

**D. Employer** – The terms Employer, Board, or Board of Education shall indicate the St. Helena Parish School Board.

**E. Association** – The terms Association or SHAE shall indicate the sole and exclusive bargaining representative.

**F. Teacher** – A person who holds a teaching certificate issued by the State Department of Education and performs teaching duties in the classroom.

**G. Ancillary Personnel** – Certified personnel who are not required to hold a regular teaching certificate, and are authorized to perform those services specifically stated on the ancillary certificate.

**H. Temporary Authority to Teach (TAT)** – A person on a temporary teaching assignment who holds a temporary teaching certificate (valid for one year only).

**I. Grievance** – Any claim by the Association, or Bargaining Unit Member, or group of Bargaining Unit Members that there has been an alleged violation, or misapplication of the

terms of this agreement or an alleged violation of the employee's right to due process.

- J. Discipline (Employee) – The imposition of a sanction which results in a demonstrable loss or damage, such as discharge, demotion, suspension, or oral/written reprimand, to a member of the Bargaining Unit.

### **ARTICLE 2 FRAMEWORK FOR COLLECTIVE BARGAINING**

#### **2.1 NEGOTIATIONS PROCEDURES**

- A. Negotiations shall take place in private.
- B. Representatives of the Employer and the Association will meet to establish mutually agreeable dates, starting times, and places.
- C. All negotiation sessions shall be closed to anyone other than those designated by either party.
- D. Any issue raised by either party shall be a mandatory subject of negotiations.
- E. Neither party shall cause to be known or disclose publicly the substance of any proposal or counterproposal made during these negotiations. Each party shall be responsible in its press relations.
- F. There shall be no electronic recording equipment or listening devices used during negotiations.
- G. The Association and Board agree to present all initial proposals verbally. Upon verbal agreement, said proposals will be submitted in writing.
- H. All counter proposals shall be submitted in writing.
- I. Each section of the proposed contract agreed to by both negotiating teams shall be reduced to writing and the agreed upon language shall be initialed by the spokesperson for the Employees and the spokesperson for the Board. The signing of items by the spokespersons shall signify tentative agreement by both parties. Arguments on any items and/or discussions related to the negotiations, which have not been initialed have no validity.
- J. Items withdrawn shall be initialed by both parties and shall remain invalid.
- K. Any issue rose through the initial proposal presentation or subsequent counterproposals by either party shall be a subject of discussion during bargaining.

- L. Negotiations shall be mutually scheduled. When negotiations are conducted during regular work hours, released time shall be provided for the Association's Negotiating Team Member.
- M. The parties shall commence bargaining for a successor agreement no later than six (6) full months prior to the month in which the contract expires and until an impasse is declared by either the Association or the Board.

**2.2 ON GOING ADMINISTRATION OF CONTRACT**

Representatives of the Board and the Association will meet on the last work day of each month for the purpose of reviewing the administration of the contract and to resolve any problems that may arise. These meetings are not intended to by-pass the grievance procedure. Each party shall submit to the other, on or before the Friday prior to the meeting, an agenda covering matters they wish discussed. Should such a meeting result in a mutually acceptable amendment to the Agreement, the amendment shall be reduced to writing, ratified by the Board and the Association signed and appended to this agreement.

**2.3 BARGAINING NOTIFICATION**

The parties shall commence bargaining for a successor agreement on or before the first week in January in the year proceeding the final year of the agreement for a reopen and shall bargain until an agreement is reached or until an impasse is declared by either the Board or the Association.

**2.4 RELEASED TIME FOR BARGAINING**

When negotiations are conducted during regular work hours, released time shall be provided for the Association's negotiating team members without loss of time or wages.

**2.5 IMPASSE RESOLUTION**

**A. MEDIATION**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement determines that the assistance of a mediator would be helpful or that an impasse exists. If the parties have not reached an agreement within ten (10) days of the first mediation session, the parties will request that the Federal Mediation and Conciliation service (FMCS) appoint an arbitrator who will conduct an open hearing at which time each party shall present such evidence and witnesses as it deems necessary to support the final position they have taken on each outstanding provision of the proposed agreement. No post hearing briefs will be allowed.

The parties may continue to bargain throughout the process until final decision is rendered. The arbitrator's settlement as amended shall become binding and be made public ten (10) calendar days after receipt by the parties. After receipt of the award, the parties may continue to negotiate a mutually acceptable agreement until such time as the arbitrator's award is made public. Any mutually agreed to provisions shall be substituted in the final arbitrator's award.

The SHAE and the Board, both, agree to take no action (e.g. strike or lockout) against the other party between the first mediation session and the rendering of the arbitrator's final decision.

The Board and the Association will share costs involved in the process cited above equally.

### **2.6 CONTRACTUAL AMENDMENTS**

The parties may modify or amend this agreement by mutual consent. Such changes shall be reduced to writing, ratified and signed by the parties and shall become an amendment to this contract and shall take effect immediately.

## **ARTICLE 3 GRIEVANCE PROCEDURE**

A sincere attempt shall be made to resolve any complaint or potential grievance. The parties acknowledge that an employee and principal or supervisor may resolve problems on the job through free and informal communication. Accordingly, any employee with a complaint, problem or possible grievance may schedule an appointment with his/her supervisor. No principal or supervisor shall refuse to informally meet with an employee.

The employee shall have the right to have a building representative present at such meeting, but it is not required. There shall be no bullying, retaliations or reprisals against any employee who uses or request union representation. If employee requests representation, the meeting shall be postponed until representation is present. No discussion or disciplinary action shall be taken until meeting is held and proper procedures are followed. The informal complaint and conference procedure is not part of the grievance procedure established in this Agreement and no decision made as a result of the informal conference shall establish prior practice or precedent.

Nonetheless, if an employee request an informal conference with his/her principal or supervisor within ten (10) working days of the potential grievance arising and if the potential grievance is not resolved at the informal conference, the grievance shall be submitted within ten (10) working days of the informal conference in accordance with the Formal Grievance Procedure.

The time limitation for the informal conference may be extended by mutual agreement if the



employee and his/her principal or supervisor and said agreement shall be documented in writing.

Any documentation developed during the informal conference will not be placed in any employee file.

### **3.1 DEFINITIONS**

#### **A. GRIEVANCE**

Any claim by the Association or Bargaining Unit Member or group of Bargaining Unit members, that there has been an alleged violation, misrepresentation, or misapplication of the terms of this agreement, or an alleged violation of the employees' right to due process.

#### **B. DAYS**

All time limits consist of working days. Weekends and holidays are excluded.

### **3.2 PROCEDURES**

The parties acknowledge that an employee and the employer may resolve problems through free and informal communications. However, any member(s) of the Bargaining Unit or the Association shall have the right to have his/her and/or its grievance presented as specified herein.

Any employee directly affected shall first take up the matter with his/her principal or appropriate supervisor in an attempt to resolve the matter informally.

#### **A. STEP I**

The grievant shall present the grievance in writing on the appropriate form (see attached) to the immediately involved principal/supervisor within ten (10) days of the date of the occurrence of the events or when the grievant should have reasonably been aware of the events giving rise thereto. The principal/supervisor will arrange for a meeting within five (5) days upon receipt of the grievance. The meeting shall be scheduled within the following ten (10) days. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within four (4) working days after the meeting, the grievant and the Association shall be provided with the principal's/supervisor's written response, including the reasons for the decision.

#### **B. STEP II**

If the grievance is not resolved at Step I, then the grievant and/or the Association may refer the grievance to the appointed designee (Human Resources, Assistant Superintendent, Chief Academic Officer) within seven (7) days after receipt of the Step I answer. The appeal of the Step I decision must be made in writing stating the grievance and the relief sought exactly as submitted in Step I. The appointed

designee shall arrange, with the Association's representative and grievant for a meeting to take place within seven (7) days of the receipt of the appeal. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within four (4) working days after the meeting, the grievant and Association shall be provided with the appointed designee's written response, including the reasons for the decision.

**C. STEP III**

If the grievance is not resolved to the satisfaction of the grievant and/or the Association at Step II, then the grievant and/or the Association may refer the grievance to the Superintendent within seven (7) days after receipt of the Step II decision. The grievance appeal, including the relief sought, shall be submitted in writing on the appropriate form exactly as submitted in Step II. Upon receipt of the written appeal, the Superintendent shall hear the grievance within ten (10) days of the receipt of the appeal. Within seven (7) days of the meeting, the Association and the grievant shall be provided with the Superintendent's written disposition of the grievance either affirming or denying it and the reason for the decision. Should the employee refuse representation by the Association, the Association shall have the right to be present at the hearing to ensure the components of the agreement are upheld.

**D. STEP IV**

If the grievance is not resolved at Step III, the Association may submit the grievance to final and binding arbitration.

The Association shall notify the Superintendent in writing of its intent to appeal to arbitration within ten (10) workdays subsequent to the date of receipt of the Step III decision. The appeal shall set forth the grievance and the relief sought exactly as submitted in Step III.

In the event the Superintendent has asserted that the dispute contained in the request for the arbitration is not arbitrable, the question of arbitrability shall be determined by the arbitrator to whom the grievance is assigned.

The Superintendent, after informing the Board, and the Association shall endeavor to mutually agree upon an arbitrator. If the parties cannot agree on an arbitrator, the arbitrator shall be selected by the Federal Mediation and Conciliation Service (FMCS) in accord with its rules which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator and the judgment thereon may be entered in any court of competent jurisdiction.

The decision of the arbitrator as set forth shall be restricted to a determination of whether or not there has been a violation of the agreement as alleged in the grievance. The arbitrator shall limit him/herself to the issues submitted to him/her and shall have no authority to add to, subtract from, or alter in any way any provision of this Agreement.

**3.3 BYPASS**

By mutual agreement, one or more steps of the grievance procedure may be waived.

**3.4 CLASS GRIEVANCE**

If in the judgment of the Association, a grievance affects a group or class of three or more members of the unit, the Association may submit the grievance in writing directly to the Superintendent and the process of such grievance shall be filed directly with the superintendent or his/her designee.

**3.5 NO REPRISALS CLAUSE**

No reprisals shall be taken by the Employer or the Association against any employee because of the employee's participation or refusal to participate in a grievance.

**3.6 RELEASED TIME**

Should a grievance hearing be scheduled during work time, the participating employee(s) and Representative(s) shall be released from their regular assignments without loss of pay or benefits. The conduct of grievances shall not interrupt or interfere with any part of the work or instructional programs of the school department.

**3.7 FILING OF MATERIALS**

The documents of the grievance shall be filed separately from the employee's personnel files. Any written referrals related to the grievance shall be removed from the employee's personnel files if the grievance decision is in favor of grievant.

**3.8 GRIEVANCE WITHDRAWAL**

A grievance may be withdrawn at any level without establishing precedent. Failure to file or appeal grievances within the specified time limit will constitute a grievance null and void.

**3.9 NO WRITTEN RESPONSE**

Failure of a grievance recipient to give his/her answer within the time limits provided at any step of the grievance procedure will automatically advance the grievance to the next step of this procedure. A written request for an extension of time during the grievance process to submit responses is acceptable. However, the process will move forward if it is not properly requested.

**3.10 WORK CONTINUANCE**

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined unless such continuance would endanger others involved and/or the employee's health or safety, or to be in violation of the law.

**3.11 COSTS**

The fees and expenses of the arbitration shall be paid by the losing party in the event the grievance is either affirmed or denied in its entirety. Should the grievance be affirmed in part, the fees and expenses of the arbitrator shall be borne equally by the parties.

**3.12 COURT REPORTER**

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter. If a court reporter is required, as defined by the law, both parties shall split the cost of the court reporter.

**3.13 POSTPONEMENT**

If only one party requests the postponement of an arbitration hearing, that party shall bear the costs of such postponement.

**3.14 SETTLEMENT**

By mutual agreement, a grievance may be settled at any step without establishing a precedent.

**ARTICLE 4  
EMPLOYEE RIGHTS**

**4.1 RIGHT TO ORGANIZE AND PARTICIPATE**

An employee may exercise his/her constitutional rights concerning organizing, joining, and assisting the Association. They may participate through Association representatives of their own choosing in negotiations with the Employer.

**4.2 STATE AND FEDERAL RIGHTS**

Nothing contained within this Agreement shall be construed to deny or restrict any Employee rights the Employee may have under any state or federal law.

**4.3 RIGHTS OF CITIZENSHIP**

The Employee shall be entitled to full rights of citizenship which includes religious and political freedom. The private and personal life, within the limits of the law, of any Bargaining Unit Member is not within the appropriate attention of the Employer.

**4.4 NON-DISCRIMINATION**

Neither the Board nor the Association shall discriminate against any Employee on the basis of race, creed, religion, color, marital status, sex, national origin, physical characteristics or handicapping conditions, nor for the lawful exercise of constitutional rights.

**4.5 RULES AND REGULATIONS**

All policies, regulations, and rules of the Board will be published and available to the Employees. Each principal/supervisor shall provide to each employee a handbook of school

rules, regulations, and procedures. Changes should be communicated to employees as soon as possible. No Employee shall be held accountable for failure to implement a changed policy, unless reasonable notice of the change has been given.

**4.6. EMPLOYEE NOTIFICATION OF ASSIGNMENTS**

An Assignment Letter for each employee for the upcoming school year will be issued on or before Record's Day of the school year. In the event of unforeseen circumstances and changes in such assignments are necessary, the employee affected shall be notified promptly and consulted as soon as possible.

**4.7. COMPUTER AND COPY MACHINE FACILITIES**

At each school site a minimum of one (1) usable computer and one (1) copy machine shall be available to aid employees in the proper execution of their assigned duties.

**4.8 TEACHER RIGHTS AND RESPONSIBILITIES**

- A. A teacher shall have easy access to all locally used state adopted textbooks in each of the courses she/he teaches. A teacher shall be provided with a copy of the textbook, teacher's guide, and activity manual used in each of the classes she/he teaches. Reasonable precautions shall be taken to secure these items. These items shall be returned to the principal at the end of the school year. Such items lost due to teacher negligence shall be replaced by the teacher.
- B. Each teacher shall assume such authority for the control of students assigned to him/her by the administrator and shall keep order in the classroom and in other places in which s/he is assigned to be in charge of students.
  - 1. Within the first ten (10) days of each school year, each teacher shall be provided with a copy of The Code of Student Conduct, outlining procedures for student discipline.
- C. Teachers shall not release students to non-school personnel including parents, without authorization from an administrator or administrator's designee.
- D. A teacher shall report to the administrator any student she/he believes had a contagious or infectious disease or head lice. Students with a contagious or infectious disease, head lice, pink eye, or impetigo shall not be returned to class until they no longer present a health threat. Teachers shall not be required to check for the existence of head lice.
- E. The board shall provide, without cost to the teacher, safety devices needed for safety purposes to carry out their duties.
- F. Employee shall have access at their worksites to officially adopted school board policies and work rules which include their particular worksite and/or department.

- G. Teachers shall be permitted to use, if necessary, any reasonable force or action to quell a disturbance, to protect self or others from personal injury, to restrain a disruptive student, or to protect personal and/or district property.
- H. No teacher shall be required to find a substitute for approved absence.

**4.9 EDUCATIONAL SUPPORT PERSONNEL RIGHTS AND RESPONSIBILITIES**

- A. Employee shall have access at their worksites to officially adopted school board policies and work rules which include their particular worksite and/or department.
- B. An employee shall be permitted to use, if necessary, any reasonable force or action to quell a disturbance, to protect self or others from personal injury, to restrain a disruptive student, or to protect personal and/or district property.
- C. An employee shall not be required to find a substitute for his/her approved absence.

**ARTICLE 5  
ASSOCIATION RIGHTS**

**5.1 BOARD APPEARANCES**

The Association shall have the right to speak at any public Board meeting on any issue that is scheduled for Board consideration. The Board shall place on the agenda of each regular Board meeting any matter(s) brought to its attention for its consideration by the Association so long as these matters are made known in writing to the Superintendent three (3) working days prior to the regular meeting. This request shall include the topic of presentation.

**5.2 SCHOOL BOARD MEETINGS – NOTIFICATION**

The President of the Association shall be given written notice of any regular or special meeting of the Board together with an electronic copy of the agenda or statement of purpose to the public and/or press of such meeting. The Association President shall receive the information at the same scheduled time that the Board members receive theirs.

**5.3 SCHOOL BOARD AGENDAS**

A copy of the Board’s agenda will be provided for each work location on the same schedules as cited above. The principal and/or designee shall post the agenda on association’s bulletin board.

**5.4 BOARD MINUTES – ASSOCIATION COPY**

The Association’s President shall be provided with a copy of the official minutes of each Board meeting as soon as they are prepared.

**5.5 PERTINENT INFORMATION – BOARD**

Upon reasonable request, the Association shall furnish the Superintendent with a list of the

current officers and local Association Representatives and shall notify the Superintendent in writing of any changes in the list at the time of election or appointment of any new officers or local Association Representatives.

### **5.6 PERTINENT INFORMATION – ASSOCIATION**

Upon reasonable request, the Board shall provide the Association with records and data necessary for it to adequately provide representation in collective negotiations or in processing a specific grievance. Such records and data will not include working papers or internal administrative communications. Authorization for release of personnel information by an employee shall be made in writing.

The Board shall post a notice of all vacancies and provide a copy of the posting of all vacancies to the Association. The Board shall also provide copies of financial reports and audits; a list of all personnel, if available, listing names, addresses, telephone numbers, seniority and experience credit on all Bargaining Unit members; compensation paid thereto; and all other public information which the Association requests of the Board. Upon request, the Board agrees to provide the Association updated information as cited above, of all newly hired Employees.

### **5.7. ASSOCIATION ANNOUNCEMENTS**

Announcements of Association business may be placed on Association bulletin boards and published in school bulletins, provided such announcements have no impact on the student body and a copy of all such announcements are given to the building administrator no later than the time it is posted. The Association may use the district wide e-mail for general notification of meetings and other information for all employees.

### **5.8 ASSOCIATION VIEWS – STUDENTS’ PRESENCE**

The Association’s views on matters relating to supervisor-employee relationships shall not be discussed in the presence of students.

### **5.9 ASSOCIATION LEAVE**

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the parish for the cost of the substitute which includes Medicare. Fifteen (15) aggregate days in any school term may be used for such purposes. Written notice for leave will be submitted to the Superintendent at least ten (10) days prior to the requested date of absence. Every effort will be made to limit no more than one Association member per site. Additional days in any school term, and/or additional members may be granted Association Leave.

### **5.10 PRINTING OF CONTRACT, COSTS AND DISTRIBUTION**

The Agreement shall be placed on the St. Helena Parish School Board website under School Board Policy and Procedures.

### **5.11 UNIFORM APPLICATION**

Both parties agree that the provisions of this Agreement shall not be applied in a

manner which is arbitrary, capricious or discriminatory.

### **5.12 ASSOCIATION RIGHTS – EXCLUSIVE**

The rights granted to the Association in this Agreement shall not be granted or extended to any competing employee organization during the duration of this Agreement. However, no later than ninety (90) calendar days prior to the termination of this Agreement any group of individuals or any organization representative may request the Federal Mediation and Conciliation Service (FMCS) to conduct a check of the signatures indicating that forty percent (40%) of the employees covered by this Agreement desire to be represented by any other organization.

Within ten (10) work days of receipt of the signatures, the Federal Mediation and Conciliation Service (FMCS) will determine and certify the validity of the signatures, and whether or not the required percentage for challenge has been met. The parties to the election (the Board, the Association, and the challenger) shall meet as soon as possible with the Federal Mediation and Conciliation Service (FMCS) to prepare for the election in accordance with the rule mandated by the School Board for the initial recognition of the collective Bargaining agent in October 1995.

### **5.13 OPTION OF SUPERINTENDENT**

It shall be the option of the Superintendent to determine which organization will represent him/her for matters affecting the wages, hours and all other items and conditions of employment for the Superintendent. SHAE does not have to be the exclusive bargaining representatives for the Superintendent with the understanding that another Teachers' Union shall not be brought in to represent the Superintendent.

### **5.14 ASSOCIATION – BOARD MEETINGS**

The Association and the Superintendent and/or his/her designee agree to meet monthly upon written request by the Association, at a mutually agreeable time to discuss matters of mutual concern. The Association shall provide an agenda five (5) days prior to such meetings. Such meetings shall not be utilized to resolve pending grievances.

### **5.15 ASSOCIATION – ADMINISTRATION MEETING**

The Association representatives and the building level supervisor shall meet monthly, at the request of either party, after regular school hours and mutually agreeable date to discuss school plant operations. Such meetings shall not be used to resolve pending grievances.

### **5.16 CHANGING EXISTING BOARD POLICY AND PROCEDURES**

Before the Board changes any existing policies or procedures which affect the Employee's wages, hours, or other terms and conditions of employment, they shall: a) notify the Association of any potential change, and b) arrange for a meeting between representatives of the Board and the Association to take place within ten (10) days.

### **5.17 EMPLOYEE ORIENTATION**

The Association and the Employer agree that, at the request of the Association, up to fifteen (15) minutes will be made available during employee orientation meetings for Association



purposes.

**5.18 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT**

The Board agrees to permit representatives of the Association to have reasonable access to the premises of the Board outside regular school work hours. Requests for space in which to hold meetings shall be made by a designated Association Representative or the Superintendent at least five (5) days prior to the scheduled time of the hearing. If the facility is unavailable, another facility will be provided. Requests are subject to security and custodian regulations and shall not interfere with the performance of duties assigned to the Employee.

**5.19 BUSINESS BY ASSOCIATION REPRESENTATIVES ON SCHOOL PROPERTY**

If a representative of the Association desires to visit a school/work site for the purpose of conferring with a Bargaining Unit Member during the normal work hours of work, such representative shall first make their presence known to the proper official. Such conferences may take place in the faculty lounge but shall not interrupt an Employee's assignment.

**5.20 BULLETIN BOARD, MAIL FACILITIES, AND MAILBOXES**

The Board shall provide the Association with one (1) bulletin board at each work site in a place normally accessible to members of the unit.

Official representatives of the Association shall have the right to place Association materials, newsletters, and notices in the mailboxes and/or email of the unit. General distribution of such materials shall occur before or after the student day or during the Employee's non-teaching time. Association Representatives may not distribute such materials during teaching or assigned duty time. As a matter of courtesy, a copy of all materials distributed as described above shall be given to the building administrator no later than the time it is distributed.

**5.21 INTER-SCHOOL MAIL**

The Association may use the inter-school bulk mail services or parish email for distribution purposes.

**5.22 ASSOCIATION PRESIDENT RELEASED TIME**

Upon request of the Association, the Board shall grant a leave of absence without pay, retaining all accumulated seniority, to the Association President. Such leave shall be granted on a full-time basis. The length of the leave shall not extend beyond one (1) academic or one (1) calendar year, whichever applies. Upon written request, such leave must be renewed from year to year during the life of this contract. Upon return from such leave of absence, the unit member shall be placed on the step of the salary schedule s/he would have attained, had s/he remained in service, and shall be returned to their former position or its equivalent. The Association President may elect to keep insurance coverage by submitting the full premium of said benefit. This leave will not preclude the application to a vacancy for another position. The purpose of the leave will be to conduct Association business.

### **5.23 NEGOTIATION LEAVE**

Should collective bargaining activities take place during normal work hours, representatives of the Association shall suffer no loss of salary, fringe benefits, or seniority.

### **5.24 ASSOCIATION PARTICIPATION EMPLOYEE SUSPENSION, DISCHARGE**

No Bargaining Unit Member shall have his/her employment adversely affected without providing the Employee just cause and he/she shall have the opportunity to confer with and be represented by the Association.

### **5.25 PAYROLL DEDUCTIONS**

A. The Board, during the life of this Agreement, will deduct from the pay of each employee covered by this Agreement the Association's annual membership dues and contributions to PAC provided that at the time of such deduction there is in possession of the Board an existing written authorization executed by the Employee validly at the time of such deduction.

#### **B. NOTIFICATION OF ANNUAL DUE CHANGES**

The Association agrees to notify the Superintendent/designee of annual dues changes by August 15 of each year.

The Association agrees to indemnify and hold harmless the Board in the event any member of the Bargaining Unit takes legal action as a result of dues deduction specified herein.

#### **B. PAYMENT TO THE ASSOCIATION**

Authorization submitted to the Superintendent or his/her designee by the fifteenth (15<sup>th</sup>) of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) working days following each pay period.

### **5.26 ASSOCIATION ADVISORY COUNCIL**

The Association will appoint and/or elect a teacher advisory committee for each school. This advisory committee will advise and be consulted by the Administration when any revisions of employee policy, programmatic or curriculum changes, fiscal, budgetary, tax programs, construction programs, annexation or consolidation plans are considered by the Board.

**ARTICLE 6  
EMPLOYER'S RIGHTS**

6.1 The parties recognize and reserve to the Board all rights with respect to management of the St. Helena Parish School System. Included therein is the sole, exclusive right to direct all operations pertaining to the School System in all of its aspects.

- (1) to control operations, develop and fiscally manage the district budget;
- (2) to hire, promote, demote, discharge, discipline, transfer, assign work;
- (3) to contract and introduce new methods, facilities, and equipment;
- (4) to make policy, to interpret the mandate of school law as it applies to the Board and the School System and the discharge of the Board's functions;
- (5) to introduce new and varied curricula and educational philosophies, and to make and enforce reasonable rules and regulations related to any of the above enumerated matters or to any aspect of management of the School System.

Additionally, the Board shall have the sole right:

- (1) to add schools, close schools, merge schools, or build or develop new or additional schools as in its judgment will best serve the interest of the community;
- (2) to determine the age, qualifications and number of pupils to be admitted any particular school;
- (3) to evaluate staff, develop, implement and evaluate instructional programs;
- (4) to determine organizational patterns, grade level distribution, staffing, the number and location of schools;
- (5) to develop and implement guidelines for student discipline and to take any and all actions as may be in its judgment required or necessary to insure the safety and well-being of students, staff and property in all cases, including cases of emergency.

All of the foregoing rights reserved unto management shall be limited only to the extent such limitations are expressly imposed by subsequent Articles or provisions of this Agreement.

**ARTICLE 7A  
12-MONTH CERTIFIED EMPLOYEES WORKING CONDITIONS**

**7A.1 WORK DAY**

**A. FULL-TIME EMPLOYEES**

The standard work year for all 12-month Certified Employees shall be defined pertaining to his/her job classification.

The employment year for all twelve-month employees shall be from July 1 through June 30. The year shall consist of 260 days or 261 days in a leap year which includes paid holidays and vacation days. An emergency day or administrative day, as determined by the superintendent, shall count as a work day.

Any holiday that falls on a Saturday shall be observed on the preceding Friday. Any holiday that falls on a Sunday will be observed on the following Monday.

Full year Bargaining Unit Member shall be scheduled to work their regular work day except for summer months when the superintendent uses a summer schedule.

**7A.2 WORK YEAR/WEEK/DAY/HOLIDAYS & VACATION DAYS**

Every certified, twelve (12) month Employee shall be entitled to the following paid holidays:

Independence Day	1 day
Labor Day	1 day
Thanksgiving Week	5 days
Christmas Week/New Year's Day	10 days
Martin Luther King's Birthday	1 day
Mardi Gras Day	2 days
Good Friday	1 day
Easter Week	5 days
Memorial Day	<u>1 day</u>
<b>TOTAL DAYS</b>	<b>27 days</b>

The standard work week shall consist of five (5) consecutive days from Monday to Friday.

Upon arrival, each Employee shall record his/her arrival time using the Board approved attendance system at the work site as shown by work site time. At the end of the scheduled work day, every employee shall record their departure time using the school board's attendance system.

**ARTICLE 7B**  
**CERTIFIED EMPLOYEE WORKING CONDITIONS**

**7B.1 LENGTH OF WORKDAY/WORKWEEK**

With the exception of those Certified Employees assigned to duty (within current district practice) before or after school, the length of the workday for all Certified Employees shall be at least the state minimum pursuant to article 17.154.1 of the Louisiana State Statutes.

The standard work week shall consist of five (5) consecutive days from Monday to Friday.

Upon arrival, each employee shall record his/her arrival time using the Board approved attendance system at school as shown by school time. Every certified employee shall record his/her departure time using the school board's attendance system. Faculty assigned to morning duty shall record their arrival time prior to reporting to duty. All teachers are required to be in their classrooms prior to bell time.

**A. LUNCH PERIODS**

All elementary, middle and high school certified employees shall have no less than a continuous thirty (30) minute day free lunch period. The principal will provide a duty-free lunch with the exception of extenuating circumstances.

**B. PREPARATION PERIOD**

Effective on the first pupil contact day, each teacher in junior/middle and senior high school, shall be scheduled for five (5) instructional planning periods per week, of not less than one full period.

Effective on the first student contact day of the school year, elementary school teachers shall be scheduled for instructional planning periods of not less than 150 minutes per week.

Special Education teachers shall receive no less preparation time than other teachers at his/her respective school site.

Preparation periods include Cluster Meetings, Data Meetings and all other job-embedded professional development provided by the school or district.

Except in the case of emergency, certified employees shall not be assigned to general supervision of students during their preparation periods. (See Teachers as Substitutes)

During the planning period, Certified Employees may leave a school site for job-related purposes with the approval of the school principal or principal's designee. Certified Employees are required to sign out stating the reason for leaving the school and sign in upon return.

- C. LIMITS ON ACADEMIC SUBJECT PREPARATION** (SENIOR AND/OR JUNIOR HIGH SCHOOL) No employee shall be required to teach more than three (3) different subject preparations. (Examples of subject assignments are physics and general science, or general math and algebra.)
- D. HOLIDAYS AND WEEKEND WORK**  
No Certified Employee shall be required to work on weekends, before or after hours of the regular school day or holidays except as compensated on the Supplementary Salary Schedule.
- E. PARENT-EMPLOYEE CONFERENCES**  
Any teacher required to conduct a parent conference shall be released from their immediate teaching responsibilities for the time to conduct such conferences. Whenever possible, conferences should be scheduled during the teacher's planning period.
- F. TRAVELING EMPLOYEES**  
Any traveling Certified Employee shall be provided with a lunch period as would any other Certified Employee.
- G. TRANSPORTATION OF STUDENTS**  
Employees shall not be required to transport students in their personal vehicle except in cases of emergency. In such cases or if the Employee is directed to transport a student, the Board shall reimburse the Employee mileage, and the Board acknowledges that the Employee is thereby acting as its agent in the event of a liability. Further, to be represented by the Board under this provision, the Employee must exercise due care.
- H. TEACHERS AS SUBSTITUTES**  
Except in emergency cases, teachers shall not be required to substitute for another employee who is absent from his/her work assignment during their planning time. A teacher may substitute only one class period per day. The subbing teacher shall be compensated per Board policy. Proper documentation must be submitted.

### **7B.2 CALENDAR**

- A. The school year calendar shall consist of 182 days or as state-mandated for certified teachers.
- B. A calendar committee composed of fifty percent (50%) appointed by the Association and other members designated by the Superintendent shall meet no later than March 1 of each school year for the purpose of constructing a school calendar applicable to the following school year, which shall thereafter be recommended to the Board. The school calendar shall be submitted to the Board for approval by April

30<sup>th</sup>.

**7B.3 MEDICAL PROCEDURES**

No Bargaining Unit Member shall be required to perform medical procedures, without being trained in accordance with Act 760 of 1991, with amendments of Act 469 of 1992, and Bulletin 1909.

**7B.4 GRADE CHANGES**

Teachers shall maintain the right and responsibility to determine grades and other evaluations of students. No grade or evaluations shall be changed without first consulting with the teacher who determined the grade or evaluation and allowing the teacher to make the required change due to miscalculations or the re-grading of required materials. The Association does not agree to random grade changes and does not support the changing of any grade given by the teacher without first notifying the teacher of the grade change. Should the teacher who determined the grade or evaluation be aggrieved by the change of the grade or evaluation without prior contact, the teacher shall be entitled to the grievance procedure upon learning of the grade change.

The Association does recognize the need for a system to be in place in the event that a teacher cannot be reached due to a resignation, termination, death or some unforeseen incident. A peer review committee shall be called to review the grade change request. The committee shall consist of four (4) employees who are certified in the area of the requested grade change. Two (2) shall be appointed by the Superintendent and two (2) shall be appointed by the Association President. Neither the Administrator who authorized or requested the change nor the teacher who originally gave the grade shall be appointed to the Committee although each may be interviewed to determine why or why not the grade change should be granted or refused. Should the peer review committee split evenly with regard to whether a grade or evaluation should be changed, the Superintendent shall break the tie. The teacher's whose grade was changed shall be notified by certified mail of the change and given the opportunity to grieve such change.

**7B.5 LESSON PLANS**

Employees shall not be required to submit lesson or units plans more frequently than weekly. Lesson plans which are incomplete or inappropriate will be revised after consultation with the principal.

The Principal of each school shall devise a time line for submission of lesson plans which shall be approved by the Superintendent with the understanding the different departments may be required to submit plans on different days to ensure the Principal or designee has adequate time to review each lesson plan before the lesson plan becomes applicable. Lesson plans shall not be requested over five (5) working days before the lessons are taught.

Lesson Plans will be formulated using the electronic lesson plan template or any other electronic system approved by the Superintendent.

## **7B.6 ROLL BOOKS**

Employees linked to the electronic student information system shall maintain their roll books using said system, or any other electronic system approved by the Superintendent. All employees who are required to submit student grades and attendance shall be trained in the proper procedure to use the electronic system before they are required to use it. The principal of the school will provide a work area for teachers who do not have access to a computer.

Employees not linked to the electronic student information system shall maintain the standard written roll book provided by the board. As roll books are considered legal documents, they shall be kept according to the standards of St. Helena Parish School System. This includes dates, color of ink, etc.

Roll books are audited each year. All electronic roll books must be coded correctly, kept up-to-date, and contain accurate student information. As electronic roll books are considered legal documents, they shall be kept according to the standards of St. Helena Parish School System.

## **7B.7 UNSAFE WORKING CONDITIONS**

- A. Certified Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.
- B. The employer shall furnish protective and/or safety gear necessary, as determined by the administration, to protect the teacher's health and safety; including, but not limited to materials and supplies for universal precautions, and back protection (e.g. back braces, in-service on proper lifting techniques, etc.)

## **7B.8 RESTROOMS, LOUNGES, WORKROOM FACILITIES**

When mutual determination is made that a separate faculty lunch area, lounge/workroom is available, it shall be utilized as such.

## **7B.9 STUDENT DISCIPLINE**

Principals/supervisors and Board shall support and assist certified employees with respect to the maintenance of control and discipline of students. Principals/supervisors shall take reasonable steps to seek alternatives for disruptive students who repeatedly violate rules and regulations. Bargaining Unit Members may use reasonable methods with a student, parent or visitor as is necessary to protect themselves or another student from attack, physical abuse or injury.

## **7B.10 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

The Board shall provide reimbursement to Bargaining Unit Members who suffer, while in the performance of their duties, personal property loss or damage due to the theft (including automobile battery) and vandalism (including smashed windshields and slashed tires). Excluded from this provision is currency and automobile damage which has not made the automobile inoperable. Necessary guidelines and limitations shall be maintained by the



Board and disseminated. Only uninsured loss is eligible for reimbursement. Excluded from reimbursement under this provision is automobile damage in which the Employee does not have any insurance as required by state law. Further, to be eligible under this provision the Employee must exercise reasonable care.

**7B.11 DISPENSING OF MEDICINE**

Bargaining Unit Members shall not be required to administer medication to pupils unless they are trained to do so, the medication is dispensed by prescription, and the student would be prohibited from attending school without such medication.

**7B.12 EMPLOYEE SUPERVISION AND RESPONSIBILITY FOR SCHOOL BUILDING**

In the absence of the building administrator(s), a certified employee may voluntarily accept temporary supervision responsibility for school operation.

**7B.13 FACULTY MEETINGS**

A Bargaining Unit Member shall be required by the principal to remain for not more than ten (10) general faculty meetings per school year, except in emergency situations. General faculty meetings shall not exceed ninety (90) minutes. In addition, teachers shall be required to attend one (1) open house per school year unless a valid excuse is presented. Teachers shall not be late for these meetings, except in emergency situations. Meetings held for the purpose of SACS accreditation are not subject to this provision.

**7B.14 REQUISITION POLICY**

Each Bargaining Unit Member shall be given the opportunity to submit a school requisition form listing needed materials and supplies for the following school term during May of each school year. If requested materials cannot be made available, notice shall be given during the first two (2) weeks of school.

**7B.15 TELEPHONE FACILITIES**

School phones are available to teachers to conduct necessary school business. If necessary, school phones may be utilized for personal business which is urgent in nature, and the telephone call does not interfere with school business. Employees are responsible for any charges for personal calls.

**7B.16 TEACHING MATERIALS**

The Board shall provide sufficient materials that assist with the performance of daily teaching duties to implement the curriculum effectively.

**7B.17 CLASS SIZE**

The Board shall adhere to BESE Guidelines in regulating class size.

**7B.18 EMPLOYEE DRESS CODE**

All certified employees shall be required to follow the Board's dress code policy. This dress code policy will be reviewed each year between the administration and the Association.

**ARTICLE 7C  
NON-CERTIFIED EMPLOYEES WORKING CONDITIONS**

**7C.1 WORK DAY**

**A. FULL-TIME EMPLOYEES**

The standard work year for all Non-Certified Employees shall be defined in each section pertaining to his/her job classification.

The employment year for all twelve-month employees shall be from July 1 through June 30. The year shall consist of 260 days or 261 days in a leap year which includes paid holidays and vacation days. An emergency day or administrative day, as determined by the superintendent, shall count as a work day.

Any holiday that falls on a Saturday shall be observed on the preceding Friday. Any holiday that falls on a Sunday will be observed on the following Monday.

Full year Bargaining Unit Member shall be scheduled to work their regular work day except for summer months when the superintendent uses a summer schedule.

**7C.2 WORK YEAR/WEEK/DAY/HOLIDAYS & VACATION DAYS**

Every non-certified, twelve (12) month Employee shall be entitled to the following paid holidays:

Independence Day	1 day
Labor Day	1 day
Thanksgiving Week	5 days
Christmas Week/New Year's Day	10 days
Martin Luther King's Birthday	1 day
Mardi Gras Day	2 days
Good Friday	1 day
Easter Week	5 days
Memorial Day	<u>1 day</u>
<b>TOTAL DAYS</b>	<b>27 days</b>

The work day shall include at least one fifteen (15) minute break every (4) consecutive hours and a duty free lunch and/or dinner break of no less than thirty (30) uninterrupted minutes.

The standard work week shall consist of five (5) consecutive days from Monday to Friday.

Upon arrival, each Employee shall record his/her arrival time using the Board approved attendance system at the work site as shown by work site time. At the end of the scheduled work day, every employee shall record their departure time using the school board's attendance system.

Every non-certified nine (9) month/182-day employee shall follow the school calendar.

Non-Certified Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

The employer shall furnish health and/or safety gear necessary to protect the Employee's health and safety which shall include, but not be limited to; materials/supplies for universal precautions and back protection (e.g. back braces, in-service on proper lifting techniques, etc.)

**B. OVERTIME, HOLIDAYS, AND WEEKEND WORK**

Except as otherwise provided, and upon approval of the superintendent, no employee will be required to work overtime and/or on weekends or holidays except as follows:

**1. Regular Overtime**

All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1 1/2) times the normal rate of pay.

**Relief Time and Overtime**

Bargaining Unit Members working overtime will be entitled to an additional fifteen (15) minute relief time for every four (4) hours worked.

**2. Sunday and Holiday Overtime**

All work on Sundays or holidays (overtime or not) will be compensated at two (2) times the employee's normal rate of pay, and a minimum of four (4) hours will be credited to the employee.

**3. Saturday Overtime**

Saturday overtime shall be a guaranteed a minimum of three (3) hours pay.

**a) Overtime by Seniority**

Overtime shall be divided equally among eligible Bargaining Unit Members within each school building or department as follows:

1. Overtime shall first be offered to the Employee(s) who is qualified to do the job having the greatest building or department seniority within job classification. If all Employees within the affected building or department refuse the overtime, the least senior Employee(s) who is qualified to perform the work may be required by the employer to perform the overtime assignment.

2. A record of all overtime hours worked, on a fiscal year basis, by

each Employee shall be posted on the department/school bulletin board weekly.

Overtime will be offered on a rotation basis in accordance with seniority. Even if the overtime opportunity is refused by the employee, it will be counted as overtime worked for rotation purposes. It is understood that the employee will not receive compensation if they refuse the offered overtime.

3. **Loss of Overtime Rights:** Employees' absence due to job injury will be given preference for future overtime assignments regardless of seniority for a time period equal to their absence, not to exceed six (6) months.

### **BUS DRIVER(S) AND BUS ATTENDANTS/AIDES**

The employment year for all bus drivers and attendants/aides shall not exceed 180 days. An emergency day shall count as a work day. They shall be paid for one hundred-eighty (180) days.

The work day for all regular bus drivers shall be from 6:00am – 8:00am and from 2:00pm – 4:30pm. Each bus driver, prior to his/her first a.m. and p.m. scheduled route, will complete a thorough pre-trip inspection report which must be filed with the Transportation Department. Post-trip inspections shall be made in accordance with department policy. Prior to the opening of school, bus drivers shall receive a written copy of procedures for pre-trip and post-trip inspections.

Except in emergencies, established routes, including scheduled times, shall not be altered by drivers without prior approval by the Transportation Department.

Field Trips/Extra Trips – Bus drivers shall be paid by the trip, outside of regularly established work hours. Bus drivers and attendants/aides are excluded from overtime pay provisions.

Bus drivers and attendants/aides who want to be assigned extra field trips shall notify the Transportation Department Supervisor/Principal in writing of their availability prior to September 1<sup>st</sup>.

### **CUSTODIAL/MAINTENANCE**

- A. **Work Year:** The employment year for all Custodial employees shall not exceed two hundred sixty (260) days or two hundred sixty-one (261) days in a leap year which includes paid holidays and vacation days. An emergency day or administrative day approved by the superintendent, shall count as a work day.
- B. **Work Week:** The standard work week for all custodial employees shall consist of five (5) consecutive days, from Monday through Friday.

- C. Work Day: Custodial employees shall be scheduled for an eight (8) hour work day which includes a paid thirty (30) minute lunch/dinner break and a mid-morning and mid-afternoon break of fifteen (15) minutes each.
- D. No custodial employee will work alone in a building after dark as part of the workday/shift.

**FOOD SERVICE TECHNICIANS**

Shall be scheduled to work a seven and one half (7 ½) hour day or less, providing that a proportionate hourly pay will be made. Cooks shall be scheduled to report on all regular school days during the school year not to exceed a total of one hundred eighty (180) actual report days. An emergency day or administrative day approved by the superintendent, shall count as a work day. They shall be paid for one hundred-eighty (180) report days.

Food Service Managers – shall be scheduled to report on all regular school days not to exceed on hundred-eighty (180) actual report days.

The task of the food service manager shall be to coordinate the work school lunch activities. They shall not evaluate or discipline employees.

Additional duties – should kitchen facilities be used outside the normal school day, a food service manager or a food service technician must be present. Work outside the normal work day/week/hours shall adhere to the provision set forth in the Overtime section of this Article.

Additional benefits – Food service technicians and managers shall receive free lunches whenever school lunch is served.

**SCHOOL SECRETARIES/CLERKS** - shall report on the following schedule:

Twelve-month secretary – two hundred sixty-one (261) days.

An emergency day or administrative day approved by the superintendent, shall count as a work day. Twelve-month secretaries shall be paid for two hundred sixty-one (261) days.

Twelve month-secretaries shall be scheduled to a seven and one-half (7 ½) hour day. When extended employment is offered, the secretary shall be paid in accordance with overtime policy.

**AIDES/PARAPROFESSIONALS**

The employment year for all aides/paraprofessionals shall not exceed 180 workdays. An emergency day or administrative day approved by the superintendent, shall count as a work day.

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The standard work week for all aides/paraprofessionals shall consist of five (5) consecutive days from Monday through Friday, unless a special summer schedule is in effect. The work day for aides/paraprofessionals shall be seven and one-half (7 ½) hours per day.

If the Board requires an aide/paraprofessional to take a course/workshop as a condition of continued employment, the costs shall be borne by the Board.

### **BOOKKEEPERS/CLERKS**

Shall be paid for workday and shall be scheduled to work a seven and one-half (7 ½) hour day.

An emergency day or administrative day approved by the superintendent, shall count as a work day.

### **7C.3 SCHOOL CALENDAR**

The School Calendar shall be submitted by April 30<sup>th</sup>.

### **7C.4 EQUIPMENT AND MATERIALS PROVIDED**

If any Non-Certified Employee is required by the Board to wear a uniform, protective clothing, or any other protective device, as a condition of employment, the Employer shall furnish them under the following conditions:

- A. The Employee must sign for and be responsible for the articles issued to him/her.
- B. The Employee must reimburse the Employer for lost articles and/or for articles damaged through negligence or misuse.
- C. To obtain replacement, the damaged or worn-out set must be turned in. If all or any part thereof is not turned in, the Employee must pay for replacement cost.
- D. The Employer shall pay for all licenses required, provided said licenses are in the name of the Board.
- E. The employer shall pay for all physicals and testing fees required by the employer.

### **7C.5 UNSAFE OR HAZARDOUS WORKING CONDITIONS**

Should an employee feel that an unsafe or hazardous situation exists, he/she shall notify the immediate supervisor/principal for the purpose of immediate investigation. Employees shall not be required to work in an unsafe condition unless in order to preserve, protect or establish the security and safety for students.

### **7C.6 RESTROOMS AND LOUNGES**

When mutual determination is made that a separate staff lunch area, lounge/workroom is available, it shall be utilized as such. If space for a separate staff lunchroom is not available,

an area of the cafeteria shall be so designated. If a room for a separate lounge/workroom is not available, a designated area in the school shall be provided.

**7C.7 STUDENT DISCIPLINE – NON-CERTIFIED**

Principals/supervisors, teachers and the Board shall support and assist non-certified employees with respect to the maintenance of control and discipline of students. Principals/supervisors and teachers shall take reasonable steps to seek alternatives for disruptive students who repeatedly violate rules and regulations. Bargaining Unit Members may use reasonable methods with a student as is necessary to protect themselves or another student from attack, physical abuse, or injury.

**7C.8 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

The Board shall provide reimbursement to Bargaining Unit Members who suffer, while in the performance of their duties, personal property loss or damage due to the theft (including automobile battery) and vandalism (including smashed windshields and slashed tires). Excluded from this provision is currency and automobile damage which has not made the automobile inoperable. Necessary guidelines and limitations shall be maintained by the Board and disseminated. Only uninsured loss is eligible for reimbursement. Excluded from reimbursement under this provision is automobile damage in which the Employee does not have any insurance as required by state law. Further, to be eligible under this provision the Employee must exercise reasonable care.

**7C.9 DISPENSING OF MEDICINE**

Bargaining Unit Members shall not be required to administer medication to pupils unless they are trained to do so, the medication is dispensed by prescription, and the student would be prohibited from attending school without such medication.

**7C.10 EMPLOYEE SUPERVISION AND RESPONSIBILITY FOR SCHOOL BUILDING**

A Bargaining Unit Member shall be responsible to an immediate supervisor. Said supervisor shall be designated by the Employer with written notification provided within a reasonable time period to each Bargaining Unit Member. In the absence of a building supervisor (principal) or designee, Bargaining Unit Member shall not be held accountable or made responsible for the administration or supervision of the building, except as defined in an Employee's job description.

**7C.11 STAFF MEETINGS – NUMBER REQUIRED**

The Association and the Board recognize the need for having a limited number of staff meetings outside of normal work time.

- A. Work location/district meetings, if scheduled, shall not exceed nine (9) per year, except in emergency situations. Such meetings shall be held after the normal work day and shall not exceed one (1) hour in duration, unless approved by a majority vote of the staff. Employees shall be required to attend these meetings.
- B. Attendance at the meeting provided for in the preceding paragraph is part of each Employee's expected work duties. The Board may schedule other meetings for similar or

other purposes, but an Employee's attendance at such meetings shall be voluntary. Should an Employee opt to attend he/she shall be compensated at his/her hourly rate.

### **7C.12 REQUISITION POLICY**

Each Employee shall be given the opportunity to submit requisitions for required materials and supplies within budget limitations as needed during the year. The Employee shall be informed if the requisitioned materials cannot be made available.

### **7C.13 TELEPHONE FACILITIES**

School phones are available to conduct necessary school business. If necessary, school phones may be utilized for personal business which is urgent in nature, and the telephone call does not interfere with school business. Employees are responsible for any charges for personal calls.

### **7C.14 TRANSPORTATION OF STUDENTS**

Employees shall not be allowed to transport students in their personal vehicles except in case of emergency. In such cases and if the Employee is directed to transport a student, the Board shall reimburse the Employee mileage, and the Board acknowledges that the Employee is thereby acting as its agent in the event of a liability. Further, to be represented by the Board under this provision, the Employee must exercise due care.

### **7C.15 EMPLOYEES AS SUBSTITUTES**

Teacher aides/paraprofessionals shall not be allowed to substitute for teachers except in cases of emergency.

### **7C.15 SUBSTITUTES**

The Employer shall provide substitutes as required by the absence of a regular Bargaining Unit Member whenever fiscally able.

## **ARTICLE 8 EMERGENCY SCHOOL CLOSING**

### **8.1 NOTIFICATION PROCEDURE**

When an emergency situation dictates a school closing, notification of the closing will be released for broadcast over appropriate local media sources by 5:00am, when possible.

### **8.2 SCHOOL CLOSING – LEAVE DAYS**

When the schools and school offices are officially closed by the Superintendent, no leave days previously arranged by an Employee will be deducted for such emergency days.

### **8.3 DANGEROUS INCLEMENT WEATHER – REPORTING FOR WORK**

Nothing in this article shall require any Employee to report to work in cases where inclement weather or other acts of God would present an immediate safety hazard to the Employee.



**8.4 BOMB THREAT - PROCEDURE**

In cases where there has been a threat requiring the evacuation of a school, employees shall assist in evacuating students in an orderly manner when so directed. No employee shall be required to search for an explosive device.

**ARTICLE 9  
QUALITY EDUCATION FOR ALL STUDENTS**

With this contract, the St. Helena Parish School Board and Union are committed to establishing a partnership, which we define as shared commitment, responsibility, and accountability for student achievement. This partnership requires open communication, trust, respect, collaboration, shared decision making, and compliance with all agreements. It requires full participation on all issues concerning education of St. Helena Parish students.

The parties agree that all students are entitled to a high quality education and that high-quality professional development is essential to the goal of ensuring that every student receives an excellent education.

**9.1 PROFESSIONAL DEVELOPMENT AND CURRICULUM**

Professional development is a critical component in supporting high quality teaching and learning. Creating a coherent system of professional supports for improving professional skills and competencies to increase student learning, including high-functioning professional development sessions, will help organize school personnel into learning communities whose goals are aligned with those of the school and district vision. This will require a continuum of professional development for all teachers resulting in:

- A clear statement of job performance expectations;
- A clear statement of support to be given to employees;
- A shared vision and philosophy of the school system;
- The provision of instructional materials and classroom resources to facilitate the successful delivery of instruction;
- The support of all school employees by providing relevant, research-based professional development; based on district goals, best practices and proven methods of increasing student success; and
- A significant impact on the social, emotional, and academic growth of each child in St. Helena Parish.

The parties mutually recognize the necessity of aligning standards, curriculum and assessment. This alignment is necessary in order to provide meaningful professional development that can be successfully incorporated into classroom content and instruction.

Therefore, the parties agree to work cooperatively to develop well-articulated programs of instruction aligned to St. Helena's Teaching and Learning Framework that will guide and support teachers in aligning classroom instruction with the standards, curriculum and assessment system in order to support improved student achievement. The programs of instruction will outline for employees and parents as what students should know and be able to do, and incorporate relevant research-based developments in the areas of teaching and learning and effective practice. National and local curriculum programs, models and materials will be reviewed on an ongoing basis to determine their value for alignment with the framework, and where deemed appropriate will be incorporated into the programs of instruction. Professional development aligned to the framework, standards, curriculum and assessments will support employees in the continuing enhancement of their content knowledge and classroom practice.

The parties agree that matters dealing with quality education decisions are the responsibility of St. Helena Parish School District. The parties agree that Employees must be allowed to participate in the various stages of staff and curriculum development. Vital to the success of quality education is the involvement of employees in the development and implementation of such programs.

### **9.2 PROFESSIONAL DEVELOPMENT STANDARDS**

All professional development will be designed to meet St. Helena Parish School District's strategic vision and immediate goals, content/performance standards, and employee needs and designed to improve student performance.

Professional development must be a continuous and ongoing process that promotes sustained interaction among teachers, other instructional support personnel and staff to address issues of local common concern and St. Helena Parish schools as a whole.

Professional development programs and activities for school-based employees will be aligned to the St. Helena teaching and learning framework and focus on improving teaching practice and school climate issues, and to the greatest extent possible, shall emphasize growth and development in addition to remediation.

Professional development programs for teachers and instructional support staff shall be based on the recognition of education as a dynamic, professional field characterized by new developments and knowledge about the teaching and learning process and, to the greatest extent possible, shall emphasize growth and development in addition to remediation.

Professional development shall be implemented as part of a comprehensive program to improve the effectiveness of employee performance in regard to student achievement as expressed through the St. Helena teaching and learning framework. At the school level, for

example, professional development programs should reflect new teacher induction, mentorship and collaboration between grade level subjects.

Professional development programs shall draw on the resources and expertise of employees within schools. Programs shall also promote partnering with the SHAE, and institutions of higher education as service providers. Nothing in this article shall be construed as requiring St. Helena Parish School Board to partner with institutions of higher education.

Professional development shall include the following key content areas:

- Enhancing content knowledge and delivery;
- Using student performance data to guide instructional improvement;
- Implementing content/performance standards;
- Developing lessons, units and courses of study;
- Developing curriculum;
- Differentiating instruction;
- Assessing student progress;
- Managing student behavior;
- Integrating instructional technology into the learning process;
- Evaluating education research, programs and materials; and
- Developing leadership, collaboration, conflict resolution and team building skills.

Professional development may include a variety of delivery models, but shall incorporate the mode(s) best suited to the objectives of the program and shall consistently support individual improvement in the context of organizational goals.

### **9.3 PROFESSIONAL DEVELOPMENT DAYS**

St. Helena Parish School District shall provide non-instructional days for professional development during each school year.

Attendance at the professional development sessions is mandatory with the exclusion of weekends. Employees who do not attend must provide a written explanation to their immediate supervisor detailing the reason for the absence.

All new teachers are required to attend the New Teacher Induction Meeting held twice per month in the fall semester and once per month in the spring semester. Employees who do not attend must provide a written explanation to their immediate supervisor detailing the reason for the absence.

## ARTICLE 10 LEAVES

### 10.1 SICK LEAVE

- A. All Bargaining Unit Members employed on the first day of each school year shall be credited with ten (10) school days to be used for personal illness and emergency leave.
- B. All Employees hired for eleven (11) and twelve (12) months shall be allowed eleven (11) and twelve (12) days absence per fiscal year respectively, for personal illness and/or emergency leave.
- C. All Bargaining Unit Members employed after the beginning of the school year, shall be credited with one (1) day per month of the remaining school/calendar year to be used for illness or emergency leave.
- D. However, upon initial employment, a member of the Bargaining Unit shall not be credited any sick and/or emergency leave unless and until he/she reports to work and actually performs work during that school/calendar year.
- E. Sick and/or emergency leave when not used in any year shall be accumulated without limitation.
- F. Each paycheck shall contain the number of used current and accrued sick leave days and hours.
- G. Any Bargaining Unit Member who is absent for six (6) or more consecutive days because of personal illness or other emergency, shall be required to present a certificate from a physician certifying such illness or the appropriate emergency documentation.
- H. Any Bargaining Unit Member who expects to be absent for six (6) or more consecutive days because of illness or disability, or other personal emergency shall give prior written notice to his/her immediate supervisor and the Finance Department whenever possible, which shall include a certificate from a physician certifying illness or disability, the probable or actual commencement date of the disability and expected duration thereof or the appropriate emergency documentation.
  - 1. In the event that the Employee cannot provide prior notice pursuant to Article 10 (H) of his/her sick leave, extended sick leave, or personal emergency leave in excess of six consecutive days, then the employee shall provide such notice to his/her immediate supervisor and the Finance Department immediately upon return to work. The documentation related to this leave shall be provided by the school site to the Finance Department no later than five (5) days after the employee absence.
- I. In the event a certified employee exhausts all current and accumulated sick leaves, the appointed personnel shall notify the employee in writing. The certified employee may

request extended sick leave as permitted under LA R.S. 17:1202. Notification shall include, but not limited to, the date that the sick leave was exhausted, a notice to provide needed documentation to the central office with the appropriate timelines. Notice that failure to provide this documentation within the timelines will result in a deduction in salary in the next regularly scheduled payroll check, and any other information which the union and central office agree to include.

1. Emergencies for sick leave and extended sick leave shall only be for medical emergencies for dependents of the employee substantiated by a certificate from a physician certifying such medical emergency on the appropriate form. Dependents shall be limited to those individuals defined as dependents by the Internal Revenue Code and/or those individuals included in LA R.S. 17:1202.
- J. When an employee's absences are considered to be excessive the immediate supervisor shall meet with the employee in an attempt to solve the problem. The supervisor may require a certificate from a physician certifying illness for every sick day or portion thereof used after this meeting. Outcome of the meeting shall be formally documented. All disciplinary action shall be for just cause and the employee shall be afforded due process.
- K. If a non-certified employee exhausts all sick leave, the appointed personnel shall provide written notification to the Employee. Absences beyond current and accumulated sick leave will be considered as days of unpaid leave. The supervisor may require a certificate from a physician certifying illness for every sick day or portion thereof used after this meeting. Outcome of the meeting shall be formally documented. All disciplinary action shall be for just cause and the employee shall be afforded due process.

## **10.2 PERSONAL AND PROFESSIONAL LEAVE**

- A. **PERSONAL LEAVE**  
Members of the Bargaining Unit with days available in their current or accrued sick leave account shall be eligible to charge up to two (2) work days per school year for personal reasons with twenty-four (24) hours prior notice.
- B. **PROFESSIONAL LEAVE**
  1. Any employee who wishes to be absent from his/her regular assigned duties for professional purposes shall make such written requests through his/her principal/site supervisor to the Superintendent at least one (1) week in advance. If so approved, such absence shall be without loss of pay or leave. If requested, verification of such professional activity shall be provided. This does not include college courses which would require the employee to miss work time for attendance.
  2. Ancillary personnel who must earn continuing education credits (CEU) to maintain a license/certificate required by their job description shall be

allowed sufficient leave time without penalty, as determined by the immediate supervisor and approved by the Superintendent, to fulfill these requirements.

3. When mutually agreed to by the certified employee and the principal/site supervisor, all certified personnel shall be allowed to participate in learning experiences/environments outside of their typical worksite to fulfill their professional development/growth plan.

### **10.3 ACCIDENT OR INJURY LEAVE**

- A. Any employee who suffers an injury incurred while on duty shall report the injury and complete proper paperwork immediately to his/her immediate supervisor/principal in accordance with LA. Revised Statutes 23:1224.
- B. Employees on duty incurring an injury not meeting the criteria of "injury leave" under LA R.S. 17:1206 (B) will receive Workers' Compensation benefits according to the State law. Employees' compensation rate shall in no instance exceed the statutory benefit limits provided by the LA. Workers' Compensation Law. (See LA. R.S. 17:1201)
- C. The Board will maintain the Employee's insurance coverage contingent upon payroll deductions for such coverage as long as the Employee is employed.
- D. Injured Employees will return to duty as soon as they are able to assume their duties. Upon returning to work, the employee shall furnish the administration with a note from his/her physician indicating he/she is able to perform his/her duties.
- E. Any Bargaining Unit Member who is injured or disabled while acting in his/her official capacity shall be entitled to weekly wage benefits under the Workers' Compensation Law of the State of Louisiana and/or to sick leave benefits, at his/her option, but in no event shall such benefits exceed the total amount of the regular salary the member was receiving at the time the injury or disability occurred. When the member supplements Workers' Compensation with accumulated sick/emergency leave, the amount of leave shall be calculated on an hourly basis.

### **10.4 ADDITIONAL PAID LEAVES**

#### **A. ANNUAL LEAVE**

1. Bargaining Unit Members who work a twelve (12) month fiscal year shall earn paid annual leave days. Annual leave shall be earned on a prorated monthly basis per fiscal year.
2. Annual leave shall be computed on the basis of the following schedule:

#### **YEARS OF SERVICE VACATION LEAVE**

10 days leave for 10 years or less

1 additional day of Annual Leave for each year of service up to 20 years.

Individuals who become 12-month employees after the start of the fiscal year will earn vacation leave based on the percentage of the work year remaining at the time of employment.

3. Employees must request annual leave in writing five (5) days prior to the effective leave. Annual leave shall be granted unless work demands prohibit such. If annual leave is denied, the employee shall be allowed to reschedule within that fiscal year. Employees with the greatest seniority shall be granted his/her preferred vacation date(s) if possible. An Employee shall be allowed to take all of his/her earned annual leave in a fiscal year.
4. Allowed annual leave may be used within the fiscal year or carried over and accumulated with the following stipulations:
  - a) All earned accumulated annual leave may be carried over. Only ten (10) accumulated annual leave days may be taken in the current fiscal year. (Exception: In case of long-term illness as verified by Doctor's statement, accumulated annual leave days may be used if sick days are not available.)
  - b) Upon retirement, all unused annual leave days may be furnished to the retirement system.
5. Employees hired after July 1, 2011 may carry over up to ten (10) unused vacation days from one fiscal year to the next. An employee can only accumulate up to twenty five vacation days. Upon severance of employment the employee is entitled to be paid for their accumulated unused vacation days, up to the maximum of twenty five days, with the exception of employees that accumulated vacation days prior to July 1, 2011.

**B. BEREAVEMENT LEAVE**

Bargaining Unit Members shall be granted a leave of five (5) additional work days within five (5) days of notification of a death in the immediate family or five (5) work days which coincide with the funeral/services. The "immediate family" shall be interpreted to mean: parents, brother, sister, spouse, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild, legal guardian/dependent and significant other and companion. These relationships shall be defined as a gender-neutral term for a person's partner in an intimate relationship without disclosing or presuming anything about marital status, relationship status, or sexual orientation which has been established as a long-term relationship recognized by the community.

If requested, verification of the death shall be provided. Additional days for bereavement may be taken and charged to vacation/sick or personal days as long as it is consistent with this section.

The Parish shall not dock current employees who attend the funeral of an active employee.

C. **JURY DUTY AND OTHER RELATED APPEARANCES**

1. Any Employee absent by reason of serving on a jury shall notify his/her principal/supervisor immediately upon receiving notice of the required absence. The Employee shall learn of excusal from jury, if provisions are available to learn of excusal. In such case, he/she is obligated to report to work. The Employee shall receive full pay and benefits for the period of the required absence.
2. An Employee absent by subpoena to serve as a witness in court proceedings including depositions shall report such to his/her principal/supervisor stating the exact period of absence and whether or not he/she has any personal or financial interest in the legal proceedings. If it is determined that the Employee has a personal/financial interest, the absence shall be charged to current sick and/or emergency leave. If it is determined that the Employee has no personal/financial interests, the absence shall be officially excused.

D. **ASSAULT AND BATTERY LEAVE**

1. Any Employee who is injured and disabled while acting in his/her official capacity as a result of assault/battery by any student or person shall receive assault/battery leave as defined under LA R.S. 1206 1(A) without reduction in pay and/or benefits and accrued sick leave days while incapacitated as a result of such assault and battery.
2. The Employee shall be required to present a certificate from a physician certifying such injury and incapacitation and comply with all other provisions of LA. Revised Statutes 17:1201 or 17:1206.1 whichever is applicable.

E. **SABBATICAL LEAVE**

Certified members of the teaching staff shall be eligible for sabbatical leave for the purposes of professional or cultural improvement, or for medical purposes for the two semesters immediately following any twelve (12) or more consecutive semesters of active service in the parish, or for the one semester immediately following any six (6) or more consecutive semesters of service. At no time during the school year shall the number of persons on sabbatical leave exceed five percent (5%) of the total teachers employed in the given parish: in cases of medical leave this limit of five percent (5%) may be exceeded.

1. **Eligibility**

- a. Active service accumulated towards sabbatical shall not be deemed



to be interrupted by any of the following:

(1) Absence for sick leave

(2) Absence for maternity provided that such leave shall be for the period of disability caused by pregnancy or childbirth.

(3) Absence on involuntary military service or military leave.

- b. Applicants shall not have received a sabbatical leave during the six (6) school semesters immediately preceding application.
- c. Employees employed under a license, temporary or emergency certificate, shall not be granted a sabbatical leave.

2. **Application**

- a. Application for leave under this section shall be submitted on the appropriate forms and sent by registered mail to the Superintendent at least sixty (60) days preceding the beginning of the semester of the school year for which the sabbatical leave has been requested. With the exception where a teacher has become sick during a semester and requested sabbatical leave for the purpose of recuperating from such sickness, it shall be sufficient if the application is mailed thirty (30) days before the date upon which the requested leave is to commence.
- b. The Superintendent shall inform the teacher of the approval or denial of such leave at least thirty (30) days preceding the beginning of the semester of the school year for which the leave is requested, except that, whereas a teacher has become sick during a semester and has requested sabbatical leave for the purpose of recuperating from such illness, the Superintendent shall inform the teacher of the approval or denial of such leave as soon as possible.
- c. The application shall be accompanied by a plan for utilization of such leave and such other information as shall be required by the Superintendent.
- d. Preference shall be given to the applicant who has rendered service in the school system for the greatest total number of semesters.
- e. Where any two applicants rank equally in point of continuous service, preference shall be given to the applicant who applies first.

3. **OTHER PROVISIONS**

All provisions of LA Revised Statutes: 7:1171 through 17:1184 shall be adhered to:

- a. Any personal granted sabbatical leave shall be paid 50% of the salary he/she would have received during such leave at the time the leave begins.
- b. The Employee on sabbatical leave shall continue to receive the same fringe benefits as received while in active service, contingent upon the same payroll deductions.
- c. Payroll checks shall be direct deposited on or before the regular pay days to an address filed with the business office.
- d. Service on sabbatical leave shall count as active service for the purpose of retirement and contributions to the retirement fund shall be continued.
- e. A teacher on sabbatical leave may accept other employment, only according to limitations as prescribed by applicable Louisiana laws. Violation of this provision will be dealt with as prescribed by state statutes. The Board may determine whether these duties are interfering with the purpose for which the leave is granted, and if so, the leave may be cancelled.

#### 4. **GENERAL PROVISIONS**

- a. Each recipient shall agree to return to service in the parish upon termination of the sabbatical leave and to continue in such service for a period equivalent to the sabbatical leave used.
  - (1) Should a person taking sabbatical leave fail to return to service in the parish as stated above, or to return for any other reason other than an incapacitating illness, as certified by two (2) physicians, or retirement, that person shall forfeit all compensation and fringe benefits received during the leave period.
  - (2) No person, upon the expiration of his/her sabbatical leave, who immediately begins employment with a state-operated educational agency, city or parish school board, department, school, college or university instead of returning to the school system which granted him/her such leave, shall be required to forfeit that portion of compensation paid to him/her by the state while he/she was on such leave. However, such person shall be required to reimburse the school system which granted leave.
  - (3) Any person who fails to comply with the procedures cited

above may have his/her leave terminated by the Superintendent at any time, except where non-compliance is due to conditions which would have constituted sufficient grounds for failing to perform his/her duties had he/she been in active service.

- b. The recipient of sabbatical leave shall advance on the salary schedule as if regularly employed and shall be returned to his/her former position or its equivalent upon return from leave.
- c. The contractual, continued service status of an employee shall not be affected because of absence while on a sabbatical leave as provided herein.
- d. Applicable state laws shall always control the provisions of this article.

**10.5 NON-PAID LEAVES OF ABSENCE**

**A. PROCEDURES AND DURATION**

- 1. The Superintendent may grant leaves of absence, without pay, for periods not exceeding one (1) school year, to employees who request such leave in writing, at the discretion of the Superintendent, such leave is in the best interest of the school system.
- 2. Seniority shall not accumulate during non-paid leave. However, any tenure rights shall not be affected.
- 3. Except in the case of leave according to the family and medical leave act (FMLA), employees who have not yet completed a probationary period of three (3) years will not be considered for a non-paid leave.
- 4. An Employee returning from a non-paid leave of absence shall be returned to his/her former position or its equivalent. An employee returning from non-paid leave of absence shall be returned to his/her former salary level.

**B. MILITARY LEAVE**

The Board shall grant non-paid leaves of absence to regularly employed Bargaining Unit Members serving in the military or in the armed forces for a period dating from induction, enlistment, enrollment or call to service without loss of benefits.

**C. ASSOCIATION STATEWIDE OFFICE**

The Board shall grant a leave of absence, without pay, to any regularly employed teacher or other employee who is a president of a statewide professional education organization with a membership of more than ten thousand members, during his/her term of office, not to exceed two years. The granting of such leave shall not

affect any tenure rights which may have been previously acquired.

**D. FAMILY AND MEDICAL LEAVE**

**1. Conditions and Procedures for Leaves**

(a) The employer shall grant a family and medical leave of absence without pay to any employee, who has been employed by the school board for one (1) or more years and submits a written request for such leave. At the option of the employee, the employee has a choice to exhaust all of his/her sick leave before taking unpaid family and medical leave.

(b) The effective date of this leave shall be established by the employee.

**2. Length of Leave**

(a) This leave shall not be for more than eight (8) weeks with continued benefits. The employee can request an additional twelve (12) weeks without continued benefits.

**3. Conditions and Benefits Retained Upon Reinstatement**

(a) All accumulated benefits and rights of employment previously gained shall be retained upon return.

(b) The Bargaining Unit Member may terminate the leave in the event of death of said family member and provided that he/she is physically able to perform her teaching/work responsibilities.

**E. CONTINUATION OF INSURANCE**

While on approved leave without pay, an employee may elect to continue any or all Board insurance coverage by submitting to the Central Office on prepaid monthly basis the full employee and employer share of the premium for such selected coverage.

**ARTICLE 11  
EMPLOYEE EVALUATION**

**11.1 EVALUATION COMMITTEE**

When there is a change in the employee evaluation process, the Personnel Evaluation Committee, consisting of five (5) Bargaining Unit Members appointed by the Association and five (5) representatives appointed by the Superintendent, shall be established. The committee must represent the general racial and/or ethnic make-up of the school community. The purpose of the committee will be to review and offer recommendations for revision, if necessary, of the St. Helena Personnel Evaluation Plan.

**11.2 FULL KNOWLEDGE OF OBSERVATIONS**

All monitoring or observation of the work of each employee shall be conducted in person and with the full knowledge of the employee.

**11.3 NOTIFICATION OF OBSERVATION PROCESS**

The evaluator or evaluators of each evaluatee shall conduct a minimum of one announced observation of instructional practice in the Fall and one in the Spring per academic year.

Walkthrough observations will be conducted throughout the year as a means to collect information to provide constructive feedback and support to evaluatees. It also serves as the preponderance of evidence when determining if or when an evaluatee needs intensive assistance.

Prior to August 31<sup>st</sup> of each school year, the building principal or immediate supervisor shall have a conference with employee(s) being evaluated for the purpose of informing them of the evaluation procedures, standards, and instruments to be used, as well as who will observe and evaluate his/her performance.

New employees or an employee reassigned after the beginning of the school term, shall be notified by the building principal or immediate supervisor of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in the new assignment.

**11.4 PURPOSE OF OBSERVATION**

The primary purpose of employee observations shall be improvement of employment skills and all observations shall be conducted in good faith to this end in accordance with the provisions of this Agreement.

**11.5 PROCEDURAL BAR TO EVALUATIONS/OBSERVATIONS**

No evaluation or observation shall take place until the above orientations have taken place.

**11.6 UNIFORMITY OF EVALUATIONS/OBSERVATIONS**

The criteria and procedures shall be applied uniformly throughout the district and any deviations from them shall be the basis for a grievance, but not subject by arbitration.

**11.7 PRE/POST-OBSERVATION CONFERENCE AND PROCEDURE**

A pre-observation conference shall be conducted within five (5) days of the observation to discuss what will be observed and to answer clarifying questions the observer may have.

All observations shall be reduced to writing and a copy given to the employee within five (5) work days of the observation. The employee and the supervisor shall mutually agree to a conference to discuss the observation within five (5) work days after the employee has been observed. If the employee disagrees with the observation results, he/she may submit a written response which shall be attached to the file copy of the observation in question.

Employees who have received an overall "Needs Improvement" or "Unsatisfactory" on their Fall observation will be placed in the approved professional assistance programs. The results

of the assistance efforts will be determined by the observer or other supervisory personnel. Documentation must exist to justify any conclusions reached.

Interim conferences to discuss any progress being made, as well as any other information necessary to assure success of the professional assistance efforts, are encouraged and should be utilized by the evaluatee.

The professional assistance plan(s) for the evaluatee shall be designed by the appropriate observer and/or by a person or persons designated by the Superintendent.

### **11.8 EMPLOYEE'S RIGHT TO RESPOND**

Following the post observation conference, the employee shall sign and be given a copy of the observation report prepared by the observer. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the observation, only that they have been discussed. An employee may submit additional comments to the written observation if he/she so desires. All written observation and the employee's comments are to be placed in the employee's personnel file. A copy of the response will be provided to the immediate supervisor.

### **11.9 RECOMMENDATIONS**

Prior to Record's Day, the building principal or immediate supervisor shall complete a written evaluation report and make recommendations to the Superintendent for each employee. A copy shall be furnished to the employee. The reports shall not contain information which has not previously been known to and discussed with the employee.

### **11.10 EMPLOYEE EVALUATION FOR BUS DRIVERS**

#### **Section 1 – In General**

- (a) Non-tenured bus owners/operators shall be evaluated at least once per year.
- (b) Tenured bus owners/operators shall be evaluated at once every three (3) years.
- (c) Bus attendants will be evaluated annually.
- (d) Evaluations will be made by the Bus Transportation Coordinator, their designee or the principal.
- (e) In some cases the principal or other supervisor may request an evaluation of a bus driver. In these cases someone other than the person requesting the evaluation shall conduct the requested evaluation.
- (f) Any one conducting a bus driver evaluation shall be trained in the proper manner to evaluate a bus driver.

#### **Section 2 – Evaluation Forms**

Evaluation forms shall be prepared in triplicate with one (1) for the employee, one (1) for the Superintendent, and one (1) for the principal in charge of the school to which the driver is assigned.

**Section 3 – Discussion of Evaluation**

Within five (5) working days of the official written evaluation of any employee, the evaluator shall provide a copy of the evaluation and meet with the employee to discuss the evaluation and to render assistance.

**Section 4 – Procedure to Rebut Evaluation**

The parties subscribe to the principal that evaluation is not discipline and shall not be used as discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable through the grievance procedure established in the Agreement.

**11.11 PERSONNEL EVALUATION TIMELINE**

**A. Due by the last day of August**

1. Job Description (must include both principal and employee signature)
2. All employees must sign and date the JOB DESCRIPTION VERIFICATION FORM
3. Every employee must sign and date the PERSONNEL ACCOUNTABILITY INITIAL CONFERENCE FORM
4. Every teacher needs to sign the EVALUATION ROSTER
5. Every teacher must complete a Professional Growth Plan and Student Learning Targets (SLTs).

**B. Classroom Observations**

1. All teachers will be observed at least twice in one year. One will be completed in the fall and the other in the spring. One or both observations are completed by the principal. One may be completed by the appropriately appointed personnel. If necessary, a third observation will be completed by an external observer.
2. The first Classroom Observation must be completed prior to the Christmas Holiday.
3. Walkthroughs will be completed to provide a preponderance of evidence for the observer. All personnel completing observations/walkthroughs will be certified personnel.

**C. Begin by the third week of April and conclude by second week of May**

1. Professional Growth Plan Progress/Completion Form.
2. Teacher Self-Evaluation Form.
3. Completed SLT Goal Sheets with accurate data.
4. Evaluation Form for each teacher completed by school principal.

**D. Contingency**

1. In the event a teacher is absent for the observation after a pre-conference was completed, the principal has the option to conduct the observation upon the teacher's return.
2. No employee shall be evaluated by a family member.
3. Employees hired after the start of the school year will be notified of the Evaluation Timeline.

**ARTICLE 12**  
**PERSONNEL FILE**

**12.1 CONDITIONS AND PROCEDURES**

- A. Personnel Files – Each Employee’s personnel file shall be maintained in the Central Administration Office.
- B. A member of the Bargaining Unit shall be provided a copy of any materials, other than those resulting from routine recordkeeping, that will be placed in his/her personnel file which reflect adversely upon the employee’s competency, skill, or other professional attributes.
- C. Anonymous letters shall not be included in any employee’s personnel file.
- D. All grievance documentation shall be filed separately from the personnel file.

**12.2 RIGHT TO RESPOND TO MATERIALS IN FILE**

- A. Employees may submit appropriate material to be included in the Central Office Administration files and may also prepare and attach a written response to any material contained in the file. Any rebuttal and response to a document placed in an employee’s personnel file shall be filed by the employee within fifteen (15) school days from the date on which the employee signs the document acknowledging its receipt. A copy of all responses shall be provided to the immediate supervisor. Under extenuating circumstances, this time line may be extended by mutual agreement.
- B. The employee may be granted an additional ten school days for the filing of the rebuttal and response, provided the school employee requests such an extension in writing addressed to the Personnel Department within the original fifteen-day period. The Personnel Department shall consent to the ten-day extension of time and the request shall not be unreasonably withheld.
- C. The rebuttal and response shall be deemed as received by the delivery of the original copy to the Personnel Department. The Personnel Department shall then sign and date the original rebuttal and response and file the same in the school employee’s personnel file. The Personnel Department shall return to the school employee, a signed and dated a copy of the rebuttal and response.

**12.3 RIGHT TO EXAMINE FILE**

Employees have the right to examine his/her personnel file and to have a representative of the Association accompany said employee. Each file shall contain a record access listing of the date and persons who have reviewed it.

**12.4 RIGHT TO REPRODUCE MATERIALS IN FILE**

Upon request, the employer shall provide to the employee, without charge, one (1) copy of any materials in his/her personnel file. Employees shall be permitted to reproduce, at



reasonable and customary expense, any additional copies of materials in the Central Office Administration files.

**12.5 RIGHT TO GRIEVE MATERIAL IN FILE**

The accuracy of file materials may be challenged through the grievance procedure.

**12.6 ACCESS TO PERSONNEL FILES**

A. The Association must first secure written permission from an employee as indicated on the grievance form, or through other written permission, before the Personnel Department may release to the Association information from, or permit access to, the employee's personnel file.

B. Employees shall have access to their personnel file in accordance with LA Revised Statutes 17:1237.

**12.7 USE OF FILES**

The Superintendent shall not base any adverse action against an employee upon materials which are not contained in such employee's personnel file. Moreover, the Superintendent shall not base any adverse action against an employee unless the materials had been placed in the file at the time of the incident. The employee shall be notified at the time any materials are being placed in the file.

**ARTICLE 13  
PUPIL DISCIPLINE**

**13.1 DEFINITION**

Student discipline, as used herein, shall mean the expectation and enforcement of a reasonable standard of orderly student behavior to permit an effective educational program.

**13.2 BOARD SUPPORT AND ASSISTANCE**

A. The Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to the control and discipline in the classroom. Both the Board and the Association recognize that it is the teacher's responsibility to maintain discipline and a climate conducive to effective instruction in the classroom. The Board recognizes also that the teacher's authority in his/her classroom is undermined when pupils discover he/she has little or no administrative backing in discipline; therefore, teachers shall receive the full support of the principal and central administration in actions taken by them pertaining to discipline, provided they act in accordance with Board policy and Louisiana State Law.

B. Prior to students' reporting each year, the principal will distribute and orientate all

staff to the student discipline policy in preparation for student orientation.

- C. Within the first two weeks of the school year, the principal will designate a time during which teachers will discuss and explain discipline and dress codes for the St. Helena Public Schools to their class.
- D. Teachers shall be made aware of students who are convicted felons that are assigned to their classes per the revised statutes.

### **13.3 PROCEDURES FOR SUSPENSION AND EXPULSION**

- A. Procedures for suspension and expulsion of pupils from school shall be distributed to students, parents and Employees annually.
- B. **Assault/Battery Procedures**
  - 1. The employee(s) who was/were involved in the alleged assault/battery, shall be notified at least twenty-four (24) hours prior to the hearing as to the date, time, and location of the expulsion hearing and shall be invited, but not required to attend.
  - 2. The employee may present testimony if he/she chooses.
  - 3. When the assault/battery is witnessed by other adults, the person witnessing the assault/battery shall be allowed to attend the expulsion hearing or submit a written, signed statement.
  - 4. Teachers and witnesses employed by the Board who attend expulsion hearings shall not suffer a loss of pay or any current or accrued sick, personal, and/or emergency leave. Such persons shall be classified as absent due to official school business.
  - 5. If the hearing officer concludes that the employee provoked the battery, the hearing officer shall not disclose this conclusion verbally in the presence of the student/parent, nor shall the hearing officer in any way reprimand or criticize the employee in the presence of the student/parent.

### **13.4 DISCIPLINE PROCEDUES**

Although the Board and the Association recognize that the teacher has the responsibility for the maintenance of discipline within his/her classroom, the Board also recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the control and discipline in the classroom.

- A. Sending a student to the office shall be the last resort towards achieving effective discipline in the classroom. An employee may immediately send a student to the office when the seriousness of the offense, the persistence of an inappropriate behavior, or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable.

- B. Each referral of a student to the office for inappropriate behavior shall be accompanied by a full explanation in writing, including a description of all prior corrective action taken by the teacher. Except in cases where the student's behavior causes possible harm to others, the employee can first remove the student(s) and send the written explanation to the office in an expeditious manner.
- C. The building principal or his/her designee shall take appropriate action to solve the discipline problem. Should his/her decision include the re-admittance of the pupil to class, the employee shall be notified in writing in an expeditious manner of the conditions under which re-admittance is granted.
- D. If the disobedience or misconduct continues or the conditions for re-admittance are not met, the student shall be referred to the principal for further processing.

**13.5 SPECIAL NEEDS PROCEDURE**

Whenever it appears that a particular pupil requires the attention of special employees, special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to assist the employee with respect to such pupils.

**13.6 BEHAVIORAL PROBLEMS – RESOLUTIONS**

When an employee has one or more students in a class who have been identified as having a behavioral problem, and when such students' behavior disrupts the learning environment, appropriate recognition shall be given by conferring with the parties.

**13.7 DISCIPLINE/SAFETY COMMITTEE**

The structure of the committee shall be in accordance with state law.

**ARTICLE 14  
DISCIPLINE OR DISMISSAL**

**14.1 JUST CAUSE DISCIPLINE**

No Bargaining Unit Member shall be disciplined except for just cause. Discipline will be in the form of discharge, demotion, suspension, written reprimand or oral reprimand. If a member of the Bargaining Unit is discharged, demoted, suspended or given a written reprimand, such person shall be given written reason(s) for such action.

**14.2 JUST CAUSE PROCEDURE**

No Bargaining Unit Member shall be discharged, demoted, suspended without pay or given a written reprimand without first being afforded an informal due process hearing with the immediate supervisor.

## **14.3 SUSPENSION**

An employee may be suspended with pay, fringe benefits and all other benefits provided by the contract for a maximum of thirty (30) days, pending the investigation and determination of any disciplinary action. After 30 days the suspension will be without pay. The employee and Association will be notified of the change of employment status. If after the investigation the employee is cleared of the charges all pay and benefits will be reinstated from the time the employee was suspended without pay.

## **14.4 REPRESENTATION AT DISCIPLINE MEETINGS**

In the event an administrator/supervisor requires an employee to attend a meeting for the purpose of disciplining said employee, upon request, the employee may have an Association Representative present.

## **14.5 DISMISSAL PROCEDURES**

All situations involving removal of an employee shall be in accordance with the requirements of the applicable laws of the state of Louisiana and all tenets of due process procedures.

## **ARTICLE 15 SENIORITY**

### **15.1 DEFINITIONS OF SENIORITY**

System seniority is the length of the employee's service (within the Bargaining Unit) starting with the first day on which duties are performed.

### **15.2 MAINTAINING AND POSTING OF SENIORITY LISTS**

The Board shall prepare, maintain and post seniority lists within areas of certification and/or job classification. Seniority list(s) shall be posted in all appropriate work locations within thirty (30) work days following ratification of the agreement. Revisions and updates will be prepared and posted semi-annually thereafter. Upon written request, the Board shall provide the Association a seniority list with areas of certification and/or job classification.

### **15.3 JOB CLASSIFICATIONS**

For the purpose of this Agreement, all Bargaining Unit Members shall be placed in one of the job classifications as listed in Article One (1).

### **15.4 LOSS OF SENIORITY**

For the purpose of defining seniority, an Employee's continuous service record shall be broken by resignation, retirement or termination.

### **15.5 APPLICABLE STATUTES AND REGULATIONS**

State and Federal statutes and regulations shall be observed where applicable for specially funded programs. Except where prohibited by law or regulation, all Bargaining Unit Members shall receive seniority rights as provided in this Agreement.

**ARTICLE 16**  
**REDUCTION IN FORCE**

**16.1 REDUCTION IN FORCE**

When conditions, such as significant enrollment decline, the loss of federal or special state funds, the discontinuance of special programs or projects, deficit general fund balance, or school district consolidation necessitates a reduction in force greater than what can be accomplished through attrition and appropriate reassignments, the St. Helena Parish School Board to accomplish the reduction in force shall utilize the following procedures:

- A. All possible alternatives to layoffs of employees will be explored and used prior to implementation of the reduction-in-force.
- B. Reduction in force will be made on a system-wide basis in categories of employees, and not on a building-by-building basis.
- C. In areas where there is an insufficient number of personnel currently employed as regular, contractual employees, appropriately certified to meet the needs of the school system, attempts will be made to find the needed personnel from those scheduled for layoffs, provided that such personnel can obtain temporary certification and are willing to take the courses necessary to become fully certified in the areas of need in compliance with the Board of Elementary and Secondary Education.
- D. Employees who are not giving satisfactory service will be separated by other authorized methods rather than by layoff or reduction in force. All employees in receipt of any adverse personnel action will be afforded procedural safeguards and due process.

**16.2 CERTIFIED TEACHING PERSONNEL**

When reduction in force is necessary in the teaching and other certified personnel categories, the first layoffs will be made from personnel who have been employed as substitutes. If further reduction in force is necessary, the School Board will then consider layoffs among regular or permanent contract teachers and other certified personnel. Non-tenured personnel will be considered for layoffs before considering tenured employees.

No new positions will be filled until all personnel on the reduction-in-force list have been recalled except if the person on the list is not certified for the vacancy. If a certified applicant is not available for the vacancy, personnel on the recall list shall be offered the position provided that such personnel can obtain temporary certification and are willing to take the courses necessary to become fully certified in the area of need in compliance with the guidelines of the State Board of Elementary and Secondary Education.

Layoff of teachers and other certificated personnel in permanent, non-tenured and tenured categories will be based on the following criteria:

- A. Seniority and highly qualified status (if applicable) will determine reduction in force. The Association and the administration will meet, discuss and mutually agree on how the decision will be derived in such cases of reduction of force, as applied to this policy.
- B. Once categories for layoff have been determined, seniority defined as the total contractual teaching and/or administrative experience in the St. Helena Parish School District, including breaks for approved leaves, will be the determining factor: That is, teachers with the least seniority in the St. Helena Parish School District will be the first to be laid off. Seniority shall accrue on the first day on which duties are performed.
- C. Area of certification: That is, persons not certified to teach in a particular area will be laid off before those who are properly certified.
- D. Academic preparation, including majors and minors in subject area, grade levels or administrative areas, education degrees and additional units of college or university credit: That is, where the teachers have equal seniority and certification, those with the lowest amount of academic preparation will be laid off first.
- E. Total years of teaching experience: When all the above factors are equal, people with the least teaching experience, including service in other parishes and states will be laid off first.

### **16.3 NON-CERTIFIED PERSONNEL**

Reduction-in-force of non-certified personnel will be based on the following criteria:

- A. Seniority in the St. Helena Parish School System in present classification, including breaks for approved leave for that job description. Seniority begins to accrue on the first day on which duties are performed.
- B. In the event of equal seniority in the job classification, the following shall be used to determine the persons to be laid off: Total years of experience in the system and date of application.

### **16.4 NOTIFICATION**

- A. If the Board is considering the layoff of any employee, it will notify the Association at least sixty (60) days prior to the expected date of layoffs. Such notices shall be in writing and will include the specific positions to be affected, the proposed time schedule, the reason for the proposed action, and financial data used as the basis for determining the layoffs. Notifications shall also be posted in all school buildings at least sixty (60) days of expected date of layoffs. Under extreme, unforeseen emergencies, this notification time may be reduced to thirty (30) days. Such notices shall be in writing and will include the specific positions to be affected, the proposed action, and the information on enrollments projection, staffing patterns, special

programs and financial data used as the basis for determining the layoffs.

- B. Employees to be laid off will be notified by certified mail concurrently with notification to the Association. Such notice will include the proposed time schedule and the reason for the proposed action.
- C. As of May 1 of each year, the Superintendent shall construct a seniority list showing the seniority of each employee of the Board, their area of certification and courses taught, or job description, and will update the list during the school year by adding each new employee as of the date and time of hiring. The list will be available to employees upon request.

#### **16.5 EMPLOYEE RIGHTS**

An employee who is notified of layoff will have the right to:

1. Displace any less senior employee whose work he/she is certified to perform; or
2. Be transferred to a vacant position if certified or transferred employee can obtain temporary certification and is willing to become fully certified for positions as mandated by the Board of Elementary and Secondary Education.

#### **16.6 RECALL**

- A. Employees receiving notification of layoff shall be eligible for recall up to three (3) school years after receiving the layoff.
- B. If there is a vacancy, laid off employees who are certified to perform the work in question will be recalled in the order of the person with the most seniority being recalled first in that job classification.
- C. All positions of substitute (day-to-day) teachers shall be offered to employees on recall, in rotating alphabetical order, before any other person is offered such a position. Non-certified personnel, who have been laid off, must meet the minimum requirements for the substitute teacher training program.

During the period of eligibility for recall an employee may, if he/she elects to do so, be assigned as a temporary or day-to-day substitute to any position. All temporary or day-by-day substitute positions shall be offered to laid-off employees before any other person is offered such a position.

If a vacancy exists in any job classification where there is no Bargaining Unit Member on lay-off, the most senior qualified laid-off employee shall be given the opportunity to fill that position. (The recalled employee shall be placed on the appropriate step of the salary schedule for that position based on the grade of the position and the seniority of the employee.) Bargaining Unit Members shall not lose their placement on the recall list if they accept or reject a position to a lower job classification.

- D. Laid-off employees may continue on the district health insurance by paying 100% of the cost on a monthly basis by making timely payments in advance for a period of three (3) years or at the point of employment by another agency.
- E. Sick leave, credit toward sabbatical, and tenure rights shall be maintained. While on lay-off, a Bargaining Unit Member does not accrue service credit for the purpose of salary increments or seniority but maintains previously accrued seniority.
- F. Notice of recall will be given to the employees by registered mail to the last address given to the Board by the employee. If the employee fails to respond to the recall within ten (10) days after receipt of the above notice, the employee will be deemed to have refused the position. If an employee refuses (once a permanent position has been offered), his name will be removed from the recall list.
- G. A copy of notice of recall shall also be mailed to the Association. An employee who is laid off will remain on the recall list unless the employee waives recall rights in writing or refuses to take a permanent position.
- H. The recall list shall be provided to the Association and amended semi-annually thereafter.

### **16.7 HEARING**

Any employee alleging violation of the reduction in force procedures as identified in Article 16 shall have the right to utilize the grievance procedure.

### **16.8 TEMPORARY AUTHORITY TO TEACH (TAT) PERSONNEL**

Temporary Authority to Teach Bargaining Unit Members hired pursuant to Board of Elementary and Secondary Education Temporary Authority to Teach.

In the event that a certified teacher is hired to fill a position currently being filled by a non-certified teacher (TAT), the non-certified teacher (TAT) shall be given at least seven (7) days notice prior to being terminated. All reasonable efforts shall be utilized to place the non-certified teacher (TAT) in another vacancy should one exist.

Should no vacancy exist, the position of a day-to-day substitute shall be offered. Non-certified (TAT) teachers terminated under the provisions stated in the preceding paragraph shall not have recourse under Article 3.2.

If there is a reduction in the number of teaching positions, causing a non-certified teacher (TAT) to be laid off, as opposed to a certified teacher replacing a non-certified teacher, at least twenty (20) days prior notice is required.



**ARTICLE 17**  
**FILLING OF VACANCIES AND TRANSFERS**

**17.1 FILLING OF VACANCIES**

**A. Identification of Vacancies**

1. All employees will indicate their intention of employment for the ensuing school year on the proper form no later than March 15. This form shall be distributed to all employees prior to March 1.
2. When vacancies occur, the Personnel Department shall post on the district website, a listing of all known and anticipated vacancies. Each vacancy must be posted for a minimum of fifteen (15) days. Each vacancy is filled on a permanent basis.
3. The posting of these positions shall include, but not be limited to, teaching positions, non-certified positions, specialist positions, administrative and supervisory positions. The notices shall include the job description, requirements to be met before employment, salary, effective date of vacancy, kind of license necessary, information concerning the securing and deadline for filing application

**B. Time Limitations and Priorities**

1. Appointment of all employees to known vacancies as of April 15 shall be made on or before April 30. Additional vacancies shall be filled from the pool of transfer requests. If no transfer is on file with the Director of Personnel, the vacancy shall be filled according to Article 16. Employees shall request to be placed in the pool of transfers from March 1 through April 1 of each school year. Transfer requests may be made even if NO vacancy exists. The Association shall receive a copy of all transfer requests no later than May 15 of each school year.
2. Notification of appointment shall include contractual obligations, assignments, salary, and work location for the subsequent school year. A minimum notice of thirty (30) days to separate employment is requested.
3. All pending requests for transfer shall be acted on prior to the assignment of any new personnel.

**C. Seniority List**

A master seniority list of all employees as of November 1 and April 15 of each year will be established from the employment records of the Board and provided in all appropriate work locations. This list will be maintained in the central office as a public record for use by each employee. Each new employee shall have his/her name added to the seniority list at the time of November 1 and April 15 posting in accordance with Article 16.

## 17.2 CERTIFIED TEACHING PERSONNEL

- A. Criteria for Transfer of Certified Teaching Personnel
  - 1. Selection for vacancies shall be based on the following criteria:
    - a. Seniority in the St. Helena Parish School District including breaks for approved leave, except:
      - i. When the principal recommends a less senior applicant on the basis of educational training as specified in the posted vacancy list.
      - ii. When the applicant is not capable and/or willing to assume responsibility of coaching or directing band and the vacancy carries with it such a requirement.
      - iii. When the transfer would cause an undue disruption of the instructional program as determined by the Superintendent.
      - iv. Before these exceptions are invoked, the Superintendent shall meet with the affected employee and the Association Representative to hear their views on the issue. The reasons for these exceptions shall be placed in writing to the affected employee within three (3) days of the meeting.
      - v. If the employee is dissatisfied with the decision, she/he can grieve the decision.
    - b. Certifications and qualifications for the primary duties in the area of vacancy.
  - 2. In filling vacancies, the St. Helena Parish School District accepts the principle of transferring its employees according to seniority, provided the individual is certified, qualified. The sending principal shall be notified of such request after the request has been granted. The St. Helena Parish School District may reserve the right to select or employ teachers from outside the system where the services require training or ability not available from the current employees. However, before that right may be invoked, present employees who possess the necessary certification and qualifications and who have applied for such positions must be hired.
  - 3. In the filling of coaching vacancies, the St. Helena Parish School District may reserve the right to select or employ coaches from outside the system where the services require special training or greater ability not available from the current employees. However, before that right may be invoked, present employees who possess the necessary certification and equal qualifications and who have applied for such position must be hired. PE Teacher/Coach shall be posted as PE Teacher/Coach.

4. Transfers shall not be used to circumvent the completion of the remediation process as detailed in the St. Helena Parish School District Personnel Evaluation Plan. Any teacher currently under a remediation plan cannot apply for a transfer until such remediation is complete.

**B. Voluntary Transfer of Certified Personnel**

Teachers who desire to change in grade and/or subject assignment, and/or a transfer to another work location, shall request the transfer on the prescribed form which will be available in the central office and in all principals' offices from March 1 through April 1 of each school year. Teachers may make this request even if there are NO positions available.

1. To be considered, all requests for transfer must be submitted from March 1 through April 1 each school year. Such request shall be by hand delivery or by certified mail return reception requested, provided that such is postmarked no later than April 1.
2. Voluntary transfer requests shall be granted up to July 1. The newly employed teacher placed in a vacancy after this day will be considered on temporary assignment. This position shall be posted as a vacancy no later than February 25.
3. A transfer request may be withdrawn in writing any time prior to having been acted upon by the personnel department.

**C. Involuntary Transfer of Certified Teaching Personnel**

1. When involuntary transfers are necessary, lists of positions in other schools shall be made available to all certified teachers being transferred. In filling such positions, preference shall be given to presently employed teachers over newly hired teachers. Such preference shall be based on the criteria listed in Article 16.
2. Involuntary transfers shall be made as necessary for reasons of economy, when new buildings open, when a facility is closed, when there is a decline in student enrollment, to staff a program, or to prevent undue disruption of the instructional program.
3. When an involuntary transfer is initiated by the Administration, the Personnel Director will grant the affected teacher an interview. The teacher shall be notified immediately, in writing, of the reasons for the transfer.
4. No teacher shall be transferred out of his/her area(s) of certification.
5. In the event a Bargaining Unit Member is involuntarily transferred due to a decline in enrollment at the site or position, and the position is restored

within one school year, said Bargaining Unit Member shall have the opportunity to return to that position the next school year.

### **17.3 TRANSFER OF NON-CERTIFIED PERSONNEL**

#### **A. Criteria for Transfer of Non-Certified Personnel**

1. Selection for vacancies shall be based on the following criteria:
  - a. Seniority in the St. Helena Parish School System including breaks for approved leave.
  - b. Qualifications for the primary duties in the area of vacancy.
  - c. In filling vacancies, the Superintendent accepts the principle of transferring its employees according to seniority provided the individual is qualified. The Superintendent may reserve the right to select or employ personnel from outside the system where the services require special training or ability not available from current employees. However, before that right may be invoked, present employees including current part-time employees who possess the necessary qualifications and who have applied for such positions must be hired.
  - d. Voluntary transfers shall be placed before any involuntary transfers are made.
  - e. Transfers shall not be used to circumvent the completion of the remediation process as detailed in the St. Helena Parish Personnel Evaluation Plan.

#### **B. Voluntary Transfers**

1. Applicants who desire a change in assignment and/or transfer to another work location within the same job classification shall request the transfer on the prescribed form which shall be available in the central office and all principals' offices from March 1 through April 1 of each school year. Applicants may make this request even though there are no positions available.
  - a. To be considered, all requests for transfers must be made from March 1 through April 1 of each school year. Such request shall be by hand delivery or by certified mail return receipt request, provided that such is postmarked no later than April 1.
  - b. Voluntary transfer requests shall be granted up to July 1 prior to the first day of the current school year. This position shall be posted as a vacancy on the district website as it occurs.

- c. A transfer request may be withdrawn in writing any time prior to having been acted upon by the Personnel Department.

C. **Involuntary Transfers**

1. When involuntary transfers are necessary, lists of positions in other schools shall be made available to all employees being transferred. In filling such positions, preference shall be given to presently employed employees over newly hired employees. Such preference shall be based on criteria listed in Article 16.
2. An involuntary transfer will be made only in cases of emergency or to prevent undue disruption of the educational program. When an involuntary transfer is initiated by the Administration, the Director of Personnel will grant the affected employee an interview. The employee shall be notified immediately, in writing, of the reasons for the transfer.
3. Any non-certified Bargaining Unit Member involuntarily reassigned to a lower paying position, not resulting from disciplinary action, shall have his/her current base salary maintained. Such personnel shall be placed on the salary schedule appropriate to the new position and there shall be no increases in salary, including annual increments and local Board raises, until salary in that schedule is at least equal to the salary at the time of reassignment.

**ARTICLE 18**

**COMPENSATION AND RELATED PROVISIONS**

**18.1 LIFE INSURANCE**

The Board shall provide the option to purchase term life insurance for each employee.

**18.2 RETIREMENT FUND CONTRIBUTIONS**

The Board shall continue to pay the Employee's portion of each Employee's contribution to the retirement system for all Employees actively being paid.

**18.3 INSURANCE ALLOTMENT**

Except as stated herein the Board for the duration of this contract shall pay less than the current percentage (%) than that provided by the State Group Insurance.

**18.4 CAFETERIA PLAN**

The Board will continue its present practice regarding the Employee's participation in a "cafeteria plan" in accordance with Section 125 of the Internal Revenue Code.

**18.5 SELECTION OF CARRIER**

The Board shall provide the Association input into the selection process for determining the

providers for the employee fringe benefit programs through the established Insurance Committee. Elections for the committee shall take place by annually.

**18.6 OPTION HMO PLAN**

The Board will continue its present practice regarding payments to a HMO provider at the employee's request.

**18.7 MILEAGE**

Employees shall be paid the IRS approved rate for all approved mileage to perform their assigned duties.

**18.8 PAYROLL INSTALLMENTS/PAY DATES**

Employees shall be paid in twelve (12) equal installments per year. St. Helena Parish School System shall have an established day for all employees to receive paychecks. For the purpose of this section of the Agreement, all employees shall be defined as employees who are not contracted or substitute employees. Payday shall be the 15<sup>th</sup> of each month with the understanding that if the 15<sup>th</sup> falls on a Saturday, Sunday or holiday payday shall be the previous work day.

**18.9 SALARIES**

The salary schedules shall be effective July 1<sup>st</sup> for each job classification and shall be set in Appendix which are attached to and incorporated in this agreement. Such schedules shall be based on the calendar included in this agreement.

Should the legislature enact any increase to the state minimum teacher salary schedule during the life of this agreement, the increase will be added to Appendix (Teacher Salary Schedule.)

A planning committee composed of fifty (50%) percent appointed by the Association and other members designated by the Superintendent shall meet no later than December 15<sup>th</sup> of each school year for the purpose of designing a salary schedule for those employees who are currently positioned on a salary schedule which shall thereafter be recommended to the Board.

**18.10 SUPPLEMENTAL JOBS**

A. **Supplemental Jobs Added to the Salary Schedule**

The supplemental pay schedule shall be set forth into the salary schedule which is attached to and incorporated into this Agreement.

B. **Supplemental Jobs Payroll Procedures**

Supplemental pay shall be added to the employee's salary and paid in equal installments each pay period.

**18.11 SUPPLEMENTAL CHECKS**

The full time employees of St. Helena Parish School System shall receive four (4) separate tax checks each fiscal year based upon the monies received from the taxes passed by the voters of St. Helena Parish. Monies will be divided equally among all employees. Checks shall be issued on or before the 12<sup>th</sup> of March, June, September, and December. Checks shall be issued to the employees who meet the following guidelines.

- 1) Must be considered a current full-time employee of St. Helena Parish School System. (Not contracted, substitute, or part-time) Must have been an employee for the previous twelve (12) consecutive months. (See Chart Below for reference.)

<b>Month of Hire</b>	<b>Eligibility to Receive Supplement</b>
July 1 – September 1	December Supplement
January 1 – February 1	June Supplement
<b>Eligibility to Receive Half-Cent</b>	
Employee must work one full school year (August – May) to receive this supplement.	

- 2) Employees who have been laid off due to reduction in force (if they are eligible for the original tax check) shall receive the next scheduled tax check after being laid off and not rehired if reduction in force is on or before 30 days of check issuance.
- 3) Employees who have been fired or resign shall not be eligible for the scheduled tax check.

**18.12 DIRECT PAYROLL DEPOSIT**

The St. Helena Parish School Board shall require that all employees shall receive their salary payment by direct deposit. All existing employees hired prior to July 1, 2011, must have their payroll direct deposited by June 30, 2015. The pay dates will be posted on the school board’s web site. Employees shall have their payment credited directly to their bank account on the scheduled payday. It is the employee's responsibility to give a voided check or other deposit information to the payroll department to have access to direct deposit and immediately notify the payroll department of any changes in account status. Only checking or savings accounts from approved financial institutions shall be accepted for direct deposit. Employees will be able to access their pay stub which shall include the normal payroll information (i.e. withholding information, sick leave balance, etc.) through the Payroll Portal on the school district’s website ([www.sthpk-12.net](http://www.sthpk-12.net)). Any employee who does not have a regular checking or savings account may participate via a debit card in which paycheck funds shall be posted to an account which allows withdrawal of funds with an ATM card.

**ARTICLE 19  
EFFECT OF AGREEMENT**

**19.1 COMPLETE UNDERSTANDING**

This Agreement constitutes the complete understanding between the St. Helena Parish School Board and the St. Helena Association of Educators (SHAE).

**19.2 CONTRACTUAL AMENDMENTS**

This Agreement shall constitute a binding obligation on both the Employer and the Association and the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in a written and signed amendment to this Agreement.

**19.3 INDIVIDUAL CONTRACTS**

Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms and conditions of this or subsequent agreements to be executed by the parties.

**19.4 CONTRACT VS. BOARD POLICY**

Any previously adopted policy, written practice, written rule, or regulation extant which is in conflict with any provision of this Agreement is superseded and replaced by the applicable provisions of this Agreement.

**19.5 SAVINGS CLAUSE**

If any provision of this Agreement, or any application of this Agreement to any Employee or groups of Employees in the Bargaining Unit is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In this event, the Board and the Association shall meet within two (2) weeks, in a good faith effort to reach a decision as to the need for substitute action.

**ARTICLE 20  
NO STRIKES, NO LOCKOUTS**

The Association shall inform the Superintendent in writing of release time needed to lobby the Legislature or other public officials with regard to issues deemed by the Association to be in the best interest of the St. Helena Parish School System. The Association will discuss with the Superintendent the cause and reasons regarding the need for such time. It will be the prerogative of the Superintendent to inform the Board as needed. Such release time will be without loss of pay or benefits and will not be considered as a violation of this no strike clause.



The Association and the members of the Bargaining Unit expressly agree that during the term of the Agreement they will not engage in any strike, walk-out, slow down, sympathy strike or any other disruption of work. Expressly included in this no strike guaranty that the Association will no, directly or by implication, endorse, countenance, approve, arrange or organize in any manner whatsoever a work stoppage, disruption or strike under the guise of Bargaining Unit members coincidentally demanding personal leave days as long as the Board and its representatives adhere to and demonstrate good faith in context with this Agreement.

The Board Agrees that there shall be no lockout during the term of this Agreement; however, the term lockout as used herein shall not be construed so as to affect eh right of the Board to close any facility, in whole or in part, or to reduce the number of employees employed by the Board.

**ARTICLE 21**  
**Activity Passes**

Employees of the St. Helena Parish School System shall receive a system-wide free admission to school activities, plays, assemblies and sporting events (excluding playoff games under the auspices of the LHSAA). In order to gain free admission, an employee shall present his Employee I.D. Badge.

It is not the responsibility of the athletic group or organization to provided free meals to the employees.

**ARTICLE 22**  
**Fuel Price Adjustment**

The Fuel Adjustment Program shall provide the contract bus drivers of St. Helena Parish School System an Operational Allowance relief from fuel price variances.

The St. Helena Parish School System has established a base fuel price based on the 1998-99 school year weighed average price of fuel as \$1.055 per gallon. As established in 3-A.

On a biannual basis (each September and March), the Transportation Department shall determine the previous month's average price of fuel in St. Helena Parish. This price of shall be calculated based on actual fuel prices from at least three fuel stations located in St. Helena Parish. The fuel stations used for this calculation shall be mutually agreed to by the Board and the Association.

## St. Helena Association of Educators

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The difference between the 12-month average and the base price will be multiplied by a factor of 18.2 percent. This factor is the ratio between a one-cent change in fuel price and the estimated miles per gallon, established as 5.5 miles per gallon.

The product of this calculation is the adjustment per miles driven. This product shall be multiplied by two to determine the Average One-Way Mile Fuel Adjustment to the Bus Operational Allowance.

The Average One-Way Mile Fuel Adjustment shall be multiplied by the number of one-way miles of the contract bus driver's route. This calculation shall be multiplied by the number of days driven per school year (175), and then divided by 12 for the monthly Fuel Adjustment to the Bus Operational Allowance. This monthly allowance shall be added to the Annual Operational Rates to be paid monthly (12 months per year). The 10 percent additional operational expense is maintained.

This fuel price adjustment is to be implemented retroactively to September 1, 2004 and first reflected in the January 31, 2005 Bus Operational Allowance check. Thereafter, the fuel price adjustment shall be reflected in each monthly Bus Operational Allowance check.

Currently the agreed on vendors (Amite Plaza, Grand Paradise, One Stop (Bridges), and Swifty's) will be used to determine the average price of fuel in St. Helena Parish.

**AGREEMENT BETWEEN THE ST. HELENA ASSOCIATION OF EDUCATORS  
AND THE ST. HELENA PARISH SCHOOL BOARD**

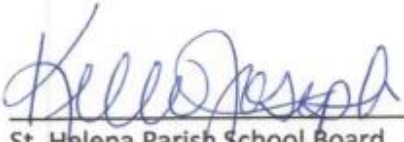
We the undersigned, agree on behalf of the St. Helena Association of Educators/LAE/NEA and the St. Helena Parish School Board that:

1. The collective bargaining agreement negotiated between the Association and the board be effective July 1, 2020 and will remain in effect until June 30, 2028.
2. The agreement shall be subject to wage and benefit opener for all fiscal years covered under this agreement.
3. The Association and the Board shall work together and shall use the resources available to the St. Helena Association of Educators/LAE/NEA to insure success.

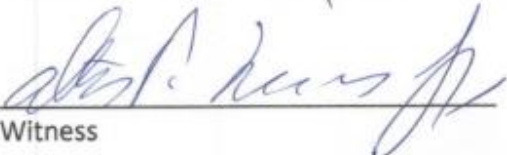
In witness thereof, the Association has caused this agreement to be signed by its President and Association Negotiator and the Employer has caused this Agreement to be signed by its Board President and Board Negotiator on this 9<sup>th</sup> day of January 2020.


  
St. Helena Parish School Board  
Linda Chaney, M.Ed.  
Board President

  
St. Helena Association of Educators  
Patricia Clark  
Association President

  
St. Helena Parish School Board  
Kelli Joseph, Ed.D.  
Superintendent, Board Negotiator

  
St. Helena Association of Educators  
Patricia Clark  
Association Negotiator

  
Witness

  
Witness

# APPENDIX

**St. Helena Association of Educators | Grievance Report**

Date: \_\_\_\_\_ Number \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Position \_\_\_\_\_

Work Site \_\_\_\_\_

Date of Incident \_\_\_\_\_

Principal/Administrator Charged with Grievance \_\_\_\_\_

Informal Conference was Conducted      \_\_\_ YES                      \_\_\_ NO

    If yes, when? \_\_\_\_\_

Contract Articles/Provisions Allegedly Violated \_\_\_\_\_

\_\_\_\_\_

Nature of Grievance

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought by Grievant

\_\_\_\_\_

\_\_\_\_\_

Does Grievant Disclaim the Representation of the Association? \_\_\_ YES      \_\_\_ NO

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of SHAE Representative

Checklist:	___ Association	( ) Date Received	_____
	___ Grievance Filed	( ) Date Received	_____
	___ Principal/Administrator Grieved	( ) Date Received	_____
	___ Superintendent	( ) Date Received	_____

## St. Helena Parish School Board

### Teachers as Substitutes Verification Form

This form is for regular classroom teachers who substitute during their PLANNING period ONLY.

Substitutes and Teaching Assistants are not eligible for additional pay for class coverage.

Only one class period can be covered per day.

Teachers must sign their name in the Substitute Folder as well.

School \_\_\_\_\_

Date of Absence \_\_\_\_\_

Absent Teacher \_\_\_\_\_

Subject \_\_\_\_\_

Class Period	Start Time	End Time	List of Teachers Scheduled to Cover Class PRINT NAME	Teacher's Signature Teacher who covered class must sign.
1				
2				
3				
4				
5				
6				
7				
8				

Please submit this time sheet to the Central Office by the 1st of the month following period ending date. Employee signature indicates their understanding that this is a one-time supplement and not to be considered a salary increase and that you have performed the duties described. Any full day of six (6) hours or longer must include a minimum half-hour lunch.

\_\_\_\_\_  
School Secretary's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

Received Date Stamp

\_\_\_\_\_  
Signature

**ST JOHN ASSOCIATION  
OF EDUCATORS & ST  
JOHN THE BAPTIST  
PARISH SCHOOL BOARD  
CONTRACT**

Effective January 1, 2019

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## **Article 1**

### **Recognition and Definitions**

#### **1. REPRESENTATION**

1.1 The St. John the Baptist Parish School Board, St. John the Baptist Parish, Louisiana, (hereinafter referred to as the “Employer” or the “Board”) recognizes the St. John Association of Educators, LAE-NEA (hereinafter referred to as the “Association” or the “SJAE”) as the sole and exclusive bargaining representative for all matters affecting the wages, hours, and conditions of employment including fair and equitable treatment for all non-administrative certified and non-certified Employees (hereinafter referred to as the “employee” or “Bargaining Unit Member”).

1.2. Certified Employees shall include, but not be limited to: all classroom teachers, including kindergarten, elementary, special education, secondary, Title I, Head Start, vocational education, adult education, early childhood/development, Early Interventionists, adaptive PE teacher, homebound; counselors; librarians; speech therapist; music directors; all coaches; ROTC Officers; nurses; pupil appraisal – including but not limited to school psychologists, social workers, educational diagnosticians, speech therapy assistants, speech/language diagnosticians; curriculum coordinators, area specialists, and site facilitators. If during the life of this agreement, a job title not listed in article 1.2 arises, the Board and Association shall meet to discuss their inclusion in the bargaining unit.

1.3 Non-certified Employees shall include, but not be limited to: clerical employees – including school secretaries/clerks; bus drivers; assistant janitors and assistant custodians; all maintenance employees – including plumbers, electricians, mechanics, air conditioning/heating technicians and helpers, grass cutters, drayage, stadium upkeep/groundsmen, general maintenance; school lunch employees – including technicians; all aides – including teachers’ aides, curriculum aides, special education paraprofessionals/aides, bus attendants, reading aides, computer aides/technicians, Head Start aides, early childhood development aides; truant officer. If during the life of this agreement, a job title not listed in article 1.3 arises, the Board and Association shall meet to discuss their inclusion in the bargaining unit.

1.4 If during the life of this Agreement, the Board should create a new position with job responsibilities not similar to those employment classifications included in the Bargaining Unit described herein, the Board and the Association shall meet to discuss their inclusion in the Bargaining Unit.

1.5 If a position in the Bargaining Unit is reclassified and such re-titled position requires job responsibilities similar to those employment classifications included in the Bargaining Unit described herein, such employment classification shall be part of the Bargaining Unit.

1.6 In the event there is a position title change of any job class maintaining job responsibilities in the Bargaining Unit, said position shall remain part of the Bargaining Unit.

## **1.7 DEFINITIONS**

A. Employee – The term “Employee” or “Bargaining Unit Member” includes an Employee or a group of Employees who are similarly affected by this Agreement.

1. The term Employee or Bargaining Unit Member when used hereinafter in this Agreement shall refer to all Employees represented by the Association.

B. Full-time: An employee who is employed in a job classification for at least fifty percent (50%) or more of the normal day/week for that job classification.

C. Non-certified Substitute/Temporary:

1. An employee who is hired to take the place of an Employee who is on approved leave of absence or is placed in a vacant position.

2. It is expressly understood that a substitute/temporary shall in no case fill a Bargaining Unit position for a period in excess of ninety (90) days, unless the substitute/temporary is replacing an employee who is currently on approved leave.

3. Existing Bargaining Unit positions which become vacant positions that are being filled by a substitute/temporary shall be posted as a permanent position by the forty-sixth (46<sup>th</sup>) day and filled in accordance with Article 25.1 #2 by a permanent employee or else eliminated.

4. Newly created Bargaining Unit positions being filled by a substitute/temporary shall be posted as a permanent position by the 91<sup>st</sup> day and advertised in accordance with Article 25.1 #2 or else eliminated.

D. Practitioner Licensed Teacher – Bargaining unit members hired pursuant to Board of Elementary and Secondary Education Licensing Guidelines.

E. Bargaining Unit School Year Member – Bargaining Unit Members employed to work at least one hundred eighty-two (182) days for certified employees and at least one hundred eighty (180) days for non-certified employees whose employment follows the school calendar.

F. Full-Year Bargaining Unit Members – Bargaining unit members employed to work on an eleven or twelve-month basis.

G. Days – The term “days” when used in this Agreement shall, except where otherwise indicated, mean working days.

H. Superintendent – The title superintendent shall indicate the Superintendent of Schools or his/her designee.

I. Employer – The terms Employer, Board, or Board of Education shall indicate the St. John the Baptist Parish School Board.

J. Association – The terms Association or SJAE shall indicate the sole and exclusive bargaining representative.

K. Teacher – A person who holds a teaching certificate issued by the State Department of Education and performs teaching duties in the classroom.

L. Ancillary Personnel – Certified personnel who are not required to hold a regular teaching certificate and are authorized to perform those services specifically stated on the ancillary certificate.

M. Temporary Authority to Teach (TAT) – A person on a temporary teaching assignment who holds a temporary teaching certificate (valid for one year only).

N. Grievance – The term “grievance” shall have the definition ascribed to it in Article 3.1.

O. Discipline (Employee) – The imposition of a sanction which results in a demonstrable loss or damage, such as discharge, demotion, suspension, or oral/written reprimand, to a member of the Bargaining Unit.

P. Grievant – The Association, Bargaining Unit Member or group of Bargaining Unit Members filing a grievance pursuant to Article 3 of this Agreement.

Q Working Day – A day when the Central Office of the Board is open for business. The term “working day” shall not include days when the Central Office of the Board is open less than a full day.

## **ARTICLE 2**

### **FRAMEWORK FOR COLLECTIVE BARGAINING**

#### **2.1 NEGOTIATIONS PROCEDURES**

- A. Negotiations shall take place in private.
- B. Neither party shall cause to be known or disclose publicly the substance of any proposal or counterproposal made during these negotiations. Each party shall be responsible in its press relations.
- C. There shall be no electronic recording equipment or listening devices used during negotiations.
- D. All proposals and counterproposals shall be in writing and in the form tenured for inclusion in the contract if agreed upon.
- E. Each section of the proposed contract agreed to by both negotiating teams shall be reduced to writing and the agreed upon language shall be initialed by the spokesperson for the Employees and the spokesperson for the Board. The signing of items by the spokespersons shall signify tentative agreement by both parties. Arguments on any items and/or discussions related to the negotiations which have not been initialed have no validity.
- F. Items withdrawn shall be initialed by both parties and shall remain invalid.
- G. Any issue raised through the initial proposal presentation or subsequent counterproposals by either party shall be a subject of discussion during bargaining.
- H. Negotiations shall be mutually scheduled. When negotiations are conducted during regular work hours, released time shall be provided for the Association's Negotiating Team Member.
- I. The parties shall commence bargaining for a successor agreement no later than four (4) full months prior to the month in which the contract expires and until an impasse is declared by either the Association or the Board.

#### **2.2 IMPASSE RESOLUTION**

##### **A. MEDIATION**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement determines that the assistance of a mediator would be helpful or that an impasse exists.

If the parties have not reached an agreement within fifteen (15) days of the first mediation session, the parties will request that the Federal Mediation and Conciliation service (FMCS) appoint an arbitrator who will conduct an open hearing at which time each party shall present such evidence and witnesses as it deems necessary to support the final position they have taken on each outstanding provision of the proposed agreement. No post hearing briefs will be allowed.

The parties may continue to bargain throughout the process until final decision is rendered. The arbitrator's settlement as amended shall become binding and be made public ten (10) calendar days after receipt by the parties. After receipt of the award, the parties may continue to negotiate a mutually acceptable agreement until such time as the arbitrator's award is made public. Any mutually agreed to provisions shall be substituted in the final arbitrator's award.

The SJAЕ and the Board, both, agree to take no action (e.g. strike or lockout) against the other party between the first mediation session and the rendering of the arbitrator's final decision.

Costs involved in the process cited above will be shared equally by the Board and the Association.

## **ARTICLE 3**

### **GRIEVANCE PROCEDURE**

#### **3.1 DEFINITIONS**

##### **A. GRIEVANCE**

A grievance is a complaint by the Association, a Bargaining Unit Member, or a group of Bargaining Unit Members that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement. The parties agree that any and all disputes concerning the alleged violation, interpretation and application of this Agreement shall be resolved in accordance with the grievance and arbitration procedures established herein. The parties further agree that all issues concerning the discipline of Bargaining Unit Members shall be heard and resolved in accordance with provisions of Article 20 of this Agreement.

**B.** All time limits consist of working days.

#### **3.2 PROCEDURES**

The parties acknowledge that an employee and the employer may resolve problems through free and informal communications. However, any member(s) of the Bargaining Unit or the Association shall have the right to have his/her and/or its grievance presented as specified herein. Any employee directly affected shall first take up the matter with his/her principal or appropriate supervisor in an attempt to resolve the matter informally.

Grievances shall be processed as rapidly as possible. The number of days indicated at each level is a maximum, and every effort shall be made to expedite processing the grievance. The failure to timely process a grievance in accordance with the provisions of this Article may result in the relief requested by the Grievant being granted.

##### **A. STEP I**

After informally and thoroughly discussing the grievance with their immediate supervisor and upon reaching no satisfactory resolution of the grievance, a Grievant shall promptly present the grievance in writing to the immediate supervisor. Such written grievance shall be presented no later than five (5) working days from the date of discussion with the immediate supervisor. The written grievance shall state the nature of the grievance, the harm or injury caused and the relief to which the Grievant believes himself to be entitled. The employee and the immediate supervisor shall attempt to resolve the grievance. The immediate supervisor shall make a proper disposition of the grievance and shall reply to the employee within five (5) working days following the date of submission. If the grievance is not submitted within the time prescribed, the Grievant shall be deemed not to have no further rights with respect the grievance.

## **B. STEP II**

In the event the Grievant wishes to appeal the Step I decision, the appeal shall be presented in writing to the next administrative officer of higher rank than the Grievant's immediate supervisor. Such appeal shall be presented within five (5) working days of the Step I decision. The appeal shall contain a statement of the grievance and shall include a copy of the original written grievance and response. The administrative officer shall schedule a meeting with the Grievant and his representative and make a proper disposition of the appeal within ten (10) working days following the date of submission. If the appeal is not submitted within the time prescribed, the Grievant shall be deemed to have no further rights with respect the grievance.

## **C. STEP III**

In the event the Grievant wishes to appeal the decision at Step II, the appeal must be presented to the Superintendent in writing within five (5) working days of the receipt of the Step II decision. The appeal, together with copies of the written grievance and Step I and Step II decisions shall be submitted to the Superintendent. The Superintendent or his designee shall schedule a hearing on the grievance within ten (10) working days of receiving the appeal and shall send proper notice of the hearing to the Grievant and his representative. The Superintendent or designee shall conduct a full hearing on the grievance and shall maintain a transcript of the proceedings. Not later than five (5) working days after the hearing is closed, the Superintendent or designee shall make a written recommendation for disposition of the grievance to the Board and shall provide a copy of that recommendation to the Grievant and his representative. If the appeal is not submitted within the time prescribed, the Grievant shall be deemed to have no further rights with respect the grievance.

## **D. STEP IV**

The Superintendent or his designee shall present the transcript to the Step III hearing and his recommendation for disposition of the grievance to the School Board at its next regularly scheduled meeting. After reviewing the transcript of the grievance hearing and the recommendation of the Superintendent or designee, the Board shall dispose of the grievance. The Superintendent or his designee shall provide the Grievant and his representative with written notice of the Board's disposition of the grievance within two (2) working days of the Board meeting.

## **E. STEP V**

Any grievance, as defined in Section 3.1, that has been properly and timely processed through the grievance procedure set forth in Article 3 of this Agreement and that has not been settled at the conclusion thereof may be appealed to arbitration by the Association with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after receipt of the written disposition set forth in Step IV of the grievance procedure shall constitute a waiver of the Association's right to appeal arbitration and the Board's disposition of the grievance shall be final and binding on the aggrieved employee, the Board and the Association.

### **3.4 JURISDICTION**

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the specific issues raised in the original grievance. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify and provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or establish or alter any wage rate or wage structure.

### **3.5 BYPASS**

The time periods and steps of the grievance procedure contained in this Article may be extended or waived by written mutual agreement of the parties.

Any grievance shall be filed within ten (10) work days after the circumstances giving rise to the grievance or when the grievant could reasonably be expected to have become aware of the circumstances giving rise to the grievance.

The grievance form found in the Appendix at the end of this Article, will be used to file the grievance. All sections of the form must be completed; otherwise the grievance form may be returned as rejected. A grievance may be presented in person, or by mail. If presented in person, signature should be obtained to establish the date delivered. Copies will be distributed to the parties and other officials according to the instructions on the form. Forms may be transmitted electronically as PDF files once signed.

### **3.6 CLASS GRIEVANCE**

If in the judgment of the Association, a grievance affects a group or class of members of the unit, the Association may submit the grievance in writing directly to the Superintendent and the process of such grievance shall be filed directly with the superintendent or his/her designee.

### **3.7 NO REPRISALS CLAUSE**

No reprisals shall be taken by the Employer or the Association against any employee because of the employee's participation or refusal to participate in a grievance.

### **3.8 RELEASED TIME**

Should a grievance hearing be scheduled during work time, the participating employee(s) and Representative(s) shall be released from their regular assignments without loss of pay or benefits. The conduct of grievances shall not interrupt or interfere with any part of the work or instructional programs of the school department.



### **3.9 FILING OF MATERIALS**

All records related to a grievance shall be filed separately from the personnel files of the employees. Copies of all written decisions of grievances shall be sent to all parties involved.

All documents, communication, or records dealing with a grievance shall be made part of the Grievant's files and shall be destroyed only in accordance with Board policy.

### **3.10 GRIEVANCE WITHDRAWAL**

A grievance may be withdrawn at any level without establishing precedent. Failure to file or appeal grievances within the specified time limit will constitute a grievance null and void.

A grievance may be withdrawn at any level without prejudice or record. Additionally, there shall be no recrimination against a person because a grievance has been filed in accordance with the provisions outlined herein.

### **3.11 NO WRITTEN RESPONSE**

Failure by the employee to meet the timelines and requirements of this procedure shall result in dismissal of his grievance. Failure by the administrative person rendering the decision to meet timelines and requirements of this procedure shall allow the grievant, at his option, to proceed to the next level of appeal.

If the employee leaves the employment of the Board during the pendency, at any level, of a complaint or grievance, then the employee loses the right to continue the complaint process.

### **3.12 WORK CONTINUANCE**

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined unless such continuance would endanger the employee's health or safety or to be in violation of the law.

### **3.13 COSTS**

The fees and expenses of the arbitrator shall be paid by the losing party in the event the grievance is either affirmed or denied in its entirety. Should the grievance be affirmed in part, the fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear its own attorney's fees and arbitration, regardless of the outcome of such arbitration.

### **3.14 COURT REPORTER**

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter.

### **3.15 POSTPONEMENT**

If only one party requests the postponement of an arbitration hearing, that party shall bear the costs of such postponement.

### **3.16 SETTLEMENT**

By written mutual agreement, a grievance may be settled at any step without establishing a precedent.

### **3.15 SCOPE OF GRIEVANCE**

Appeals of grievance decisions will be limited to the specific issues raised in the original grievance. The parties involved will not be allowed to expand the issues during the grievance procedure, except to the extent necessary to respond to administrative decisions made along the way.

### **3.16 REPRESENTATION**

The person bringing forth the grievance shall have the right to present their own grievance. Grievant has the right to have representation at Steps II, III, IV, V.

If a person chooses to have representation when presenting their grievance, said person shall provide advance notice of such in writing to the immediate supervisor at the respective procedural level at least two (2) days prior to the meeting on the grievance.

## **ARTICLE 4**

### **EMPLOYEE RIGHTS**

#### **4.1 RIGHT TO ORGANIZE AND PARTICIPATE**

An employee may exercise his/her constitutional rights concerning organizing, joining, and assisting the Association. They may participate through Association representatives of their own choosing in negotiations with the Employer.

#### **4.2 STATE AND FEDERAL RIGHTS**

Nothing contained within this Agreement shall be construed to deny or restrict any Employee rights the Employee may have under any state or federal law.

#### **4.3 RIGHTS OF CITIZENSHIP**

The Employee shall be entitled to full rights of citizenship which includes religious and political freedom. The private and personal life, within the limits of the law, of any Bargaining Unit Member is not within the appropriate attention of the Employer.

#### **4.4 NON-DISCRIMINATION**

Neither the Board nor the Association shall discriminate against any Employee on the basis of race, color, religion, gender, age, handicap, national origin, veteran status, disability, genetic information or testing, or sexual orientation.

#### **4.5 RULES AND REGULATIONS**

All policies, regulations, and rules of the Board will be published and available to the Employees online. In addition, each principal/supervisor shall make available in the employee lounge (or similar room) at each school/job site at least one copy of school rules, regulations, and procedures. Changes should be communicated to employees as soon as possible. No Employee shall be held accountable for failure to implement a changed policy unless reasonable notice of the change has been given.

#### **4.6. EMPLOYEE NOTIFICATION OF ASSIGNMENTS**

Written notice of each Employee's school/job site assignment for the succeeding year shall be placed in each employee's mailbox no later than May 15, of the school year. In the event of unforeseen circumstances and changes in such assignments are necessary, the Employee affected shall be notified promptly and consulted as soon as possible.

#### **4.7. TYPING AND DUPLICATING FACILITIES**

At each school site a minimum of one (1) typewriter and one copier shall be available to aid employees in the proper execution of their assigned duties.

#### **4.8 TEACHER RIGHTS AND RESPONSIBILITIES**

A. A teacher shall have easy access to all locally used state adopted textbooks in each of the courses s/he teaches. When applicable and available, a teacher shall be provided with a copy of the textbook, teacher's guide, and activity manual used in each of the classes she or he teaches. Reasonable precautions shall be taken to secure these items. These items shall be returned to the principal at the end of the school year.

B. Each teacher shall assume such authority for the control of students assigned to him/her by the administrator and shall keep order in the classroom and in other places in which s/he is assigned to be in charge of students.

1. Within the first ten (10) days of each school year, each teacher shall be provided with a copy of the St. John Code of Student Conduct, outlining procedures for student discipline.

C. Teachers shall not release students to non-school personnel including parents, without authorization from the administrator.

D. A teacher shall report to the administrator any student she or he believes had a contagious or infectious disease or head lice. Students with head lice, pink eye, or impetigo shall not be returned to class until they no longer present a health threat. Teachers shall not be required to check for the existence of head lice.

E. The board shall provide, without cost to the teacher, safety devices needed for safety purposes to carry out their duties.

F. No teacher shall be required to find a substitute when absent.

#### **4.9 EDUCATIONAL SUPPORT PERSONNEL RIGHTS AND RESPONSIBILITIES**

A. Employees shall have access at their worksites to officially adopted school board policies and work rules, which include their particular worksite and/or department.

B. An employee shall be permitted to use necessary and reasonable force to quell a disturbance, to protect himself or others from personal injury, to restrain a disruptive student or to protect personal property and district property.

C. An employee shall not be required to find a substitute when absent.

## **ARTICLE 5**

### **ASSOCIATION RIGHTS**

#### **5.1 BOARD APPEARANCES**

The Association shall have the right to speak at any public Board meeting on any issue which is scheduled for Board consideration. The Board shall place on the agenda of each regular Board meeting any matter(s) brought to its attention for its consideration by the Association so long as these matters are made known in writing to the Superintendent four (4) working days prior to the regular meeting. This request shall include the topic of presentation.

#### **5.2 BOARD MEETINGS – NOTIFICATION**

The Board shall make available to the President of the Association a copy of the agenda of scheduled monthly Board meetings, including all reports and attachments, excluding confidential information or information earmarked for executive committee, as soon as the same is available to Board members. In the event of a specially called meeting of the School Board, the Board agrees to notify the office of the Association of the time and place of such meetings and, where appropriate, of the agenda for the meeting. Such notifications shall be given promptly following the official call of the meeting. The Association President shall also be provided with a copy of the official minutes of each Board meeting and within five (5) working days of the Board's approval of those minutes or at the time of release for publication in the Board's official journal.

#### **5.3 BOARD OF EDUCATION AGENDAS MAILED TO WORK LOCATIONS**

A copy of the Board's agenda will be delivered to each work location on the same schedules as cited above. The principal/supervisor shall provide the agenda(s) to the local Association Representative.

#### **5.4 BOARD MINUTES – ASSOCIATION COPY**

The Association President/Designee shall be provided with a copy of the official minutes of each Board meeting as soon as they are prepared. The minutes shall be emailed to the President/Designee of the Association.

#### **5.5 PERTINENT INFORMATION – BOARD**

No later than January 31 of each year, the Association shall furnish the Superintendent with a list of the current officers and local Association Representatives and shall notify the Superintendent in writing of any changes in the list at the time of election or appointment of any new officers or local Association Representatives.

## **5.6 PERTINENT INFORMATION – ASSOCIATION**

Upon reasonable request, the Board shall provide the Association with records and data necessary for it to adequately provide representation in collective negotiations or in processing a specific grievance. Such records and data will not include working papers or internal administrative communications. Authorization for release of personnel information by an employee shall be made in writing. The Board shall provide a copy of the posting of all vacancies to the Association. The Board shall also provide copies of financial reports and audits; a list of names, addresses, telephone numbers, seniority and experience credit on all Bargaining Unit members; compensation paid thereto; and all other public information which the Association requests of the Board. Upon request, the Board agrees to provide the Association updated information as cited above, of all newly hired Employees.

## **5.7. ASSOCIATION ANNOUNCEMENTS**

Announcements of Association business may be placed on Association bulletin boards and published in school bulletins, provided such announcements have no impact on the student body, and a copy of all such announcements are given to the building administrator no later than the time it is posted.

## **5.8 ASSOCIATION VIEWS – STUDENTS’ PRESENCE**

The Association’s views on matters relating to supervisor-employee relationships shall not be discussed in the presence of students.

## **5.9 ASSOCIATION LEAVE**

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the parish for the cost of the substitute which includes Medicare and Social Security Taxes. Fifteen (15) aggregate days in any school term may be used for such purposes. Written notice for leave will be submitted to the Superintendent at least five (5) days prior to the requested date of absence. Every effort will be made to limit no more than one Association member per site. Additional days in any school term, and/or additional members may be granted Association Leave.

## **5.10 PRINTING OF CONTRACT, COSTS AND DISTRIBUTION**

No later than five (5) days after ratification of the Agreement by the Association, the Association shall provide the Board with a typed copy of the Agreement for their approval. The Association and Board shall exchange signed copies of the contract. Within thirty (30) days after the Board’s ratification of the contract, the Agreement shall be posted on the School Board website.

## **5.11 UNIFORM APPLICATION**

Both parties agree that the provisions of this Agreement shall not be applied in a manner

which is arbitrary, capricious or discriminatory.

### **5.12 ASSOCIATION RIGHTS – EXCLUSIVE**

The rights granted to the Association in this Agreement shall not be granted or extended to any competing employee organization during the duration of this Agreement. However, no later than ninety (90) 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 employees covered by this Agreement desire to be represented by any other organization. Within ten (10) 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 met. The parties to the election (the Board, the Association, and the challenger) shall meet as soon as possible with the American Arbitration Association to prepare for the election in accordance with the rule mandated by the School Board for the initial recognition of the collective Bargaining agent in October 1987.

### **5.13 ASSOCIATION – BOARD MEETINGS**

The Association and the Superintendent and/or his/her designee agree to meet monthly upon request by the Association, at a mutually agreeable time to discuss matters of mutual concern. Such meetings shall not be utilized to resolve pending grievances.

### **5.14 ASSOCIATION – ADMINISTRATION MEETINGS**

- A. The Association representatives and the building level supervisor shall meet monthly, at the request of either party, after regular school hours and mutually agreeable date to discuss school plant operations. Such meetings shall not be used to resolve pending grievances.
  
- B. SJAE Association Representatives/Executive Committee members and school administration may prepare “Professional Development and Early Release Time” plans. Such plans must be approved by the superintendent before they can be implemented at any site. If approved, a minimum of 15 minutes per month of professional development activity shall be made available to SJAE for an SJAE-led discussion review of the professional development activity and early release process. SJAE building representatives and administration may request participation by SJAE leaders in the development and presentation of professional development activities.

### **5.15 CHANGING EXISTING BOARD POLICY AND PROCEDURES**

Before the Board changes any existing policies or procedures which affect the Employee’s wages, hours, or other terms and conditions of employment, they shall: (a) notify the Association of any potential change, and (b) arrange for a meeting between representatives of the Board and the Association to take place within ten (10) days.

## **5.16 EMPLOYEE ORIENTATION**

The Association and the Employer agree that, at the request of the Association, at least fifteen (15) minutes will be made available during employee orientation meetings for Association purposes.

## **5.17 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT**

The Board agrees to permit representatives of the Association to have reasonable access to the premises of the Board outside regular school work hours. Requests for space in which to hold meetings shall be made by a designated Association Representative or the Superintendent at least five (5) days prior to the scheduled time of the hearing. If the facility is unavailable, another facility will be provided. Requests are subject to security and custodian regulations and shall not interfere with the performance of duties assigned to the Employee. When no other costs are incurred, the Board may waive normal school rental cost to the Association

## **5.18 BUSINESS BY ASSOCIATION REPRESENTATIVES ON SCHOOL PROPERTY**

If a representative of the Association desires to visit a school/work site for the purpose of conferring with a Bargaining Unit Member or to make him/herself otherwise generally available to Bargaining Unit Members during the normal work hours, such representative shall first make their presence known to the proper official. An Association representative shall be allowed to enter schools/work sites for the above reasons, except during times of state testing or other special circumstances. Such conferences may take place in the faculty lounge but shall not interrupt an Employee's assignment.

## **5.19 BULLETIN BOARD, MAIL FACILITIES, AND MAILBOXES**

The Board shall provide the Association with one (1) bulletin board at each work site in a place normally accessible to members of the unit. Official representatives of the Association shall have the right to place Association materials, newsletters, and notices in the mailboxes of the unit. General distribution of such materials shall occur before or after the student day or during the Employee's non-teaching time. Association Representatives may not distribute such materials during teaching or assigned duty time. As a matter of courtesy, a copy of all materials distributed as described above shall be given to the building administrator no later than the time it is distributed.

## **5.20 INTER-SCHOOL MAIL**

The Association may use the inter-school bulk mail services and board email system for distribution purposes upon approval from the Superintendent within 24 hours.



## **5.21 ASSOCIATION PRESIDENT RELEASED TIME**

Upon request of the Association, the Board shall grant a leave of absence without pay, retaining all accumulated seniority, to the Association President. Such leave shall be granted on a full-time basis. The length of the leave shall not extend beyond one (1) academic or one (1) calendar year, whichever applies. Upon written request, such leave must be renewed from year to year during the life of this contract. Upon return from such leave of absence, the unit member shall be placed on the step of the salary schedule she or he would have attained, had s/he remained in service, and shall be returned to their former position or its equivalent. The Association President may elect to keep insurance coverage by submitting the full premium of said benefit. This leave will not preclude the application to a vacancy for another position. The purpose of the leave will be to conduct Association business.

## **5.22 NEGOTIATION LEAVE**

Should collective bargaining activities take place during normal work hours, representatives of the Association shall suffer no loss of salary, fringe benefits, or seniority.

## **5.23 ASSOCIATION PARTICIPATION EMPLOYEE SUSPENSION, DISCHARGE**

No Bargaining Unit Member shall have his/her employment adversely affected without providing the Employee just cause and he/she shall have the opportunity to confer with and be represented by the Association.

## **5.24 PAYROLL DEDUCTIONS**

A. The Board shall, during the life of this Agreement, deduct from the pay of each Employee and remit to the Association the Association's annual membership dues and contributions to PAC provided that at the time of such deduction there is in possession of the Board an existing written authorization executed by the Employee. Authorization by Employees for deductions of the Association's annual membership shall remain in force from year to year unless revoked by the Employee in writing prior to September 1 of any school year. Should a member terminate employment with the parish the remaining portion of the annual dues will be deducted from the final pay and transmitted to the Association. The Association agrees to notify the Superintendent/designee of annual dues changes by August 15 of each year. The Association agrees to indemnify and hold harmless the Board in the event any member of the Bargaining Unit takes legal action as a result of dues deduction specified herein.

Payment of the Association – Authorization submitted to the Superintendent or his/her designee by the 15<sup>th</sup> of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) working days following each pay period.

## **ARTICLE 6**

### **EMPLOYER'S RIGHTS**

A. Subject to the provisions of this Agreement and the laws and the Constitution of the State of Louisiana and of the United States of America, the Association recognizes the prerogative of the Board to operate and manage its affairs, and that the Board reserves those rights concerned with the management and operation of the district which include, but are not limited to the following:

- (1) to recruit, assign, transfer, or promote members to positions within the district;
- (2) to suspend, demote, discharge, or take disciplinary actions against Bargaining Unit members for just cause;
- (3) to determine methods, means, and personnel necessary for district operations;
- (4) to develop and fiscally manage the district budget;
- (5) to take whatever actions are necessary in emergencies in order to assure the proper functions of the district;
- (6) to add schools, close schools, merge schools, or build or develop new or additional schools as in its judgment will best serve the interest of the community.

B. Implementation of those rights shall be consistent with this Agreement and the laws and the Constitution of the State of Louisiana and of the United States of America.

## ARTICLE 7-A

### CERTIFIED EMPLOYEES WORKING CONDITIONS

#### 7.1 LENGTH OF WORKDAY/WORKWEEK

A. With the exception of those Certified Employees assigned to duty (within current district practice) before or after school, the length of the workday for all Certified Employees shall not exceed seven (7) consecutive hours including preparation periods and lunch periods. Morning duty performed by Certified Employees shall not commence earlier than 30 minutes prior to the beginning of a regular school day, and afternoon duty shall end no later than 30 minutes after the end of the regular school day, unless there is an emergency that is beyond the bounds of the school site decision making authority. Pupil Appraisal workday shall not exceed eight (8) consecutive hours, including a one (1) hour lunch.

B. The standard work week shall consist of five (5) consecutive days from Monday to Friday.

C. Upon arrival, each employee shall record his/her arrival time using the Board approved attendance system at school as shown by school time. Every certified employee shall record his/her departure time using the school board's attendance system. Faculty assigned to morning duty shall record their arrival time prior to reporting to duty. All teachers are required to be in their classrooms prior to bell time.

D. No employee shall suffer any loss or deduction of pay for tardiness, unless such tardiness has caused a loss of time from official classroom duties on more than two occasions, and for a period of one hour or more, during any one school year. In all cases where deduction of pay may be made as herein provided, the amount of pay deducted shall be based on one days' pay proportioned to the period of tardiness. To definitely fix and establish the extent of time tardy, an Employee, upon request of his superior or principal, shall sign stating the time of his/her arrival and reporting for duty; and if not requested to do so, he may voluntarily sign such slip and present it to the principal or superior.

E. Any emergency makeup days shall be the Monday and Tuesday the week of Thanksgiving break for the fall semester and the Thursday and Friday of Mardi Gras break for the Spring semester.

#### 7.2 LUNCH PERIODS

A. Effective with the first (1<sup>st</sup>) pupil contact day, all Certified Employees shall have no less than an uninterrupted thirty (30) minute duty free lunch period. The principal shall establish an equitable student lunch supervision schedule.

B. During the lunch periods Certified Employees may leave a school site/work location. Certified Employees agree to sign out before leaving the school site/work location and to sign in upon return.

### **7.3 PREPARATION PERIOD**

- A. Effective on the first pupil contact day, each teacher in junior/middle and senior high school, shall be provided five (5) instructional planning periods per week, of not less than one full period.
- B. Effective on the first student contact day of the school year, elementary school teachers shall be provided a minimum of fifty (50) consecutive minutes daily planning time.
- C. Special Education teachers shall receive no less preparation time than other teachers at his/her respective school site.
- D. Except in the case of emergency, certified employees shall not be assigned to general supervision of students during their preparation periods. (See Teachers as Substitutes)
- E. During the planning period, Certified Employees may leave a school site for job-related purposes. Certified Employees are required to sign out stating the reason for leaving the school and sign in upon return.
- F. Every effort will be made, within current staffing, for Department Heads to have one additional planning period per day.

### **7.4 LIMITS ON ACADEMIC SUBJECT PREPARATION**

(SENIOR AND/OR JUNIOR HIGH SCHOOL)

No employee shall be required to teach more than three (3) different subject preparations. (Examples of subject assignments are physics and general science, or general math and algebra.)

### **7.5 HOLIDAYS AND WEEKEND WORK**

No Certified Employee shall be required to work on weekends or holidays except as compensated on the Supplementary Salary Schedule.

### **7.6 OVERTIME**

Should overtime be assigned by the immediate supervisor with approval of the Superintendent, the Employee shall be paid his/her hourly rate for any hour(s) or portion thereof for all work beyond the seven-hour day. This provision does not apply to meetings, duty periods, etc., already referenced in this contract.

## **7.7 PARENT-EMPLOYEE CONFERENCES**

Any teacher required to conduct a parent conference shall be released from their immediate teaching responsibilities for the time to conduct such conferences. Upon prior notification and request by the Employee, the school administration shall be available to attend parent-employee conferences at a mutually agreed upon date and time.

## **7.8 TRAVELING EMPLOYEES**

Any traveling Certified Employee shall be provided with preparation and lunch periods as would any other Certified Employee.

## **7.9 TRANSPORTATION OF STUDENTS**

Employees shall not be required to transport students in their personal vehicles except in cases of emergency. In such cases or if the Employee is directed to transport a student, the Board shall reimburse the Employee mileage, and the Board acknowledges that the Employee is thereby acting as its agent for the purpose of determination of any liability. Further, to be represented by the Board under this provision, the Employee must exercise due care.

## **7.10 TEACHERS AS SUBSTITUTES**

A. Except in emergency cases, teachers shall not be required to substitute for another Employee who is absent from his/her work assignments. In such emergency cases, administrators shall log such instances and report to personnel.

## **7.11 CALENDAR**

A. The St. John the Baptist Parish School Board shall annually adopt a school calendar that consists of 182 days, of which at least 177 days shall be scheduled to provide the required instructional time. However, the School Board may authorize some or all of its schools to modify the number of instructional days per year provided the minimum total number of instructional minutes per year is no less than 63,720 instructional minutes. The work year for certified employees, excluding employees that are required to work more than 182 days, shall not exceed 182 days.

1. One day of the non-pupil contact days, will be used by certified employees to set up their classrooms prior to the start of the school year.
2. The 182<sup>nd</sup> day of school shall be used for completing end of year records.

B. A calendar committee composed of fifty percent (50%) appointed by the Association and other members designated by the Superintendent shall meet no later than March 1 of each school year for the purpose of constructing a school calendar applicable to the following school year.

C. The school calendar for pupil appraisal shall consist of 202 days.

## **7.12 MEDICAL PROCEDURES**

No Certified Bargaining Unit Member, with the exception of school nurses, shall be required to perform non-complex medical procedures, without being trained in accordance with Act 760 of 1991, with amendments of Act 469 of 1992, and Bulletin 1909.

## **7.13 STUDENT GRADES**

Teachers shall be responsible for computing, assigning, and maintaining student grades consistent with Board policy. If a student grade is changed for any reason, the principal shall notify the teacher and, if the teacher is available, shall discuss the matter with the teacher prior to making the change. Grade changes mandated by the Administration shall be the responsibility of the administrator, as indicated by his/her signature.

## **7.14 UNSAFE WORKING CONDITIONS**

A. Certified Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

B. The employer shall furnish protective and/or safety gear necessary, as determined by the administration, to protect the teacher's health and safety; including, but not limited to materials and supplies for universal precautions, and back protection (e.g. back braces, in-service on proper lifting techniques, etc.)

## **7.15 RESTROOMS, LOUNGES, WORKROOM FACILITIES**

When mutual determination is made that a separate faculty lunch area, lounge/workroom is available, it shall be utilized as such. If space for a separate faculty lunchroom is not available, an area of the cafeteria shall be so designated. If a room for a separate lunch/workroom is not available, a designated area in the school shall be so provided.

## **7.16 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

A. The Board shall provide reimbursement to members of the unit who suffer, while in the performance of their duties, personal property loss or damage caused by theft (including automobile battery), vandalism by students and/or parents (including smashed windshields and slashed tires), and natural disasters for which there was insufficient advance notice for the members to remove their personal property from school facilities. Excluded from this

provision is currency. The maximum individual amount of reimbursement is \$500 per person, per incident. The maximum aggregate amount of reimbursement to all Certified members of the unit in any fiscal year shall not exceed \$12,000. If this amount in any fiscal year is exhausted, the administration will meet with the Association to discuss re-assessment. If reimbursement is denied under this provision the employee may appeal to the Board.

B. Necessary guidelines and limitations shall be maintained by the Board and disseminated. Only uninsured loss is eligible for reimbursement. Excluded from reimbursement under this provision is automobile damage in which the employee does not have any insurance as required by state law. Further, to be eligible under this provision, the employee must exercise reasonable care.

### **7.17 DISPENSING OF MEDICINE**

Certified Bargaining Unit Members shall not be required to administer medication to pupils unless they are trained to do so (see Art. 7.12), the medication is dispensed by prescription, and the student would be prohibited from attending school without such medication.

### **7.18 EMPLOYEE SUPERVISION AND RESPONSIBILITY FOR SCHOOL BUILDING**

In the absence of the building administrator(s), a certified employee may voluntarily accept temporary supervision responsibility for school operation.

### **7.19 FACULTY MEETINGS**

A Bargaining Unit Member shall be required by the principal to remain for not more than ten (10) general faculty meetings per school year, except in emergency situations. General faculty meetings shall not exceed seventy-five (75) minutes unless by majority approval of the faculty. Faculty meetings will begin no later than 10 minutes after the official end of the school day. In addition, teachers shall be required to attend one (1) open house per school year. Teachers shall not be late for these meetings, except in emergency situations. Meetings held for the purposes of SACS accreditation are not subject to this provision.

### **7.20 REQUISITION POLICY**

Each Bargaining Unit Member shall be given the opportunity to submit a school requisition form listing needed materials and supplies for the following school term during May of each school year. If requested materials cannot be made available, notice shall be given during the first two (2) weeks of school.

### **7.21 TELEPHONE FACILITIES**

School phones are available to teachers to conduct necessary school business. If necessary, school phones may be utilized for personal business which is urgent in nature, and the

telephone call does not interfere with school business. Employees are responsible for any charges for personal calls.

## **7.22 TEACHING MATERIALS**

The Board shall provide to teacher's paper, pencils, markers, ink for classroom printers, erasers, and such other materials which assist with the performance of daily teaching duties sufficient to implement the curriculum.

## **7.23 CLASS SIZE**

The Board shall adhere to BESE Guidelines in regulating class size.

## **7.24 ALLOTMENT FOR EMPLOYEES**

A. A certified employee shall be reimbursed up to \$250.00 per school year for the purchase of instructional materials, provided that requests for reimbursements are accompanied by sales receipts which identify the items purchased.

B. Art, science, industrial arts, and home economics teachers shall be reimbursed up to \$100.00 per school year for special garments as approved by the administration.

C. The Employee shall receive the allotment within five (5) working days of the requested reimbursement by the principal/supervisor.

D. Each Association Representative shall meet with the principal to offer input regarding the supplies and/or equipment to be purchased with the additional instructional supply allotment per school for the current school year.

## **7.25 SUMMER PROGRAM**

If a summer program(s) exists, Employees of the system with appropriate certification and/or qualifications, shall be offered the positions prior to the advertising and filling of positions by the general public. If the summer program(s) is/are administered by an agency other than the School Board, the Employee agrees to the program(s) salary and working conditions.

## **7.26 IMMUNIZATIONS/SHOTS**

The Board shall require the health carrier to provide for Hepatitis B shots for all employees, as requested.



## **7.27 SCHOOL NURSES**

- A. An area shall be set aside for the use of the school nurse. A desk or comparable furniture shall be provided for use by the school nurse in the performance of his/her duties. A lockable storage space and scale shall be provided by the use of the nurse.
- B. An extension telephone shall be available at each school for use by the school nurse in his/her work area.
- C. School nurses shall participate in any and all planning regarding services to any student whose health and physical condition requires intervention/monitoring during the school day.
- D. Work Day
  - 1. The school nurse work day shall not exceed seven (7) hours.
  - 2. The school nurse shall submit a prioritized list of first aid supplies to the school principal during annual requisition time. The principal shall endeavor to order from the prioritized list considering budgetary limitations.
  - 3. No employee shall be required to perform nursing interventions, either complex or non-complex, without having first been trained to do so by the school nurse, in accordance with Act 760 of 1991, with amendments of Act 469 of 1992, and Bulletin 1909.

## **7.28 Staff Development and Training**

- A. If a school has programs that require certain staff development and training, teachers shall be required to attend that training.
- B. For employees required to attend staff development and training (workshops) after work hours and/or on Saturdays, the rate of pay shall be \$20.00 per hour.
- C. Certified employees which include, but are not limited to those who tutor, facilitate meetings such as professional development, do curriculum mapping, or create instructionally related products shall be compensated at a rate of \$30.00 per hour.
- D. The sponsor of each school-sponsored club/extra curricula activity with at least 10 students including, but not limited to 4-H, Beta, or honor guard, will be paid a stipend of \$500.00 per year. To qualify for this stipend, the club must articulate an objective related to activity-based outcomes and student growth. Clubs must meet a minimum of 20 hours after school each school year. Documentation of agendas, minutes, and participants must be submitted at the end of the school year to be paid the stipend.

### **7.29 Employee Dress Code**

All certified employees shall be required to follow the Board's dress code policy. This dress code policy will be created jointly between the administration and the association.

## **ARTICLE 7-B**

### **NON-CERTIFIED EMPLOYEES WORKING CONDITIONS**

#### **7.1 WORK YEAR/WEEK/DAY AND GENERAL PROVISIONS**

A. The standard work year for all Non-Certified Employees shall be defined in each section pertaining to his/her job classification.

B. The employment year for all twelve-month employees shall be from July 1 through June 30. The year shall consist of 260 days or 261 days in a leap year which includes paid holidays and vacation days. An emergency day shall count as a work day.

C. The standard work week/work day for all Non-Certified Employees shall be defined in each section pertaining to his/her job classification. The work day shall include at least one fifteen (15) minute break every (4) consecutive hours and a duty-free lunch and/or dinner break of no less than thirty (30) uninterrupted minutes. If an employee is scheduled to work an eight (8) hour day then they shall receive a mid-morning and mid-afternoon break of fifteen (15) minutes each.

D. The standard work week shall consist of five (5) consecutive days from Monday to Friday.

E. Upon arrival, each Employee shall record his/her arrival time using the Board approved attendance system at the work site as shown by work site time. At the end of the scheduled work day, every employee shall record their departure time using the school board's attendance system.

F. Every non-certified nine (9) month/182-day employee shall follow the school calendar.

G. In all cases where deduction of pay may be made as herein provided the amount of pay deducted shall be based on one day's pay proportioned to the period of tardiness. To definitely fix and establish the extent of time tardy, an employee, upon request of his supervisor or principal, shall sign-in stating the time of his/her arrival and reporting for duty, and if not requested to do so, he may voluntarily sign such and present it to the principal or supervisor.

H. Non-Certified Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

I. The employer shall furnish health and/or safety gear necessary to protect the Employee's health and safety which shall include, but not be limited to; materials/supplies for universal

precautions and back protection (e.g. back braces, in-service on proper lifting techniques, etc.).

## 7.2 HOLIDAYS

A. Any holiday that falls on a Saturday shall be observed on the preceding Friday. Any holiday that falls on a Sunday will be observed on the following Monday. Every non-certified, twelve (12) month Employee shall be entitled to the following paid holidays:

Independence Day	1
Labor Day	1
All Saints Day	1
Thanksgiving Day & Friday	2
Christmas Eve	1
Christmas Day	1
New Year's Eve	1
New Year's Day	1
Martin Luther King's Birthday	1
Mardi Gras Day	1
Good Friday	1
Monday after Easter	1
Floating Holiday	1
Total	14

B. The Floating Holiday may be taken on the employee's birthday or in conjunction with any regularly scheduled school holiday.

C. Should All Saint's Day and/or the Monday after Easter not be included on the official school calendar, the Association shall choose another day(s) in lieu thereof.

## 7.3 BUS DRIVER(S) AND BUS ATTENDANTS/AIDES

A. Work Year: The employment year for all bus drivers and attendants/aides shall not exceed 182 days, which shall include student attendance days and non-pupil contact days. Two in-service days shall substitute for Parent Conference Day and Records Day. One of these in-service days shall consist of a one-day road test. This road test must be passed before the driver will be allowed to drive during the school year and shall be included as a part of the drivers' evaluation. The bus driver will be allowed to retake only the failed parts of the test up until the time school starts. These in-service days may be scheduled during the summer. An emergency day shall count as a work day.

B. Work Week: The standard work week for all bus drivers and attendants/aides shall consist of five (5) consecutive days from Monday through Friday.

C. Work Day: The work day for all bus drivers and attendants/aides shall consist of a three (3) hour morning period, starting two and one-half (2 ½) hours before the last school on the

route starts and ending thirty (30) minutes after the last school start time, during which the pre and post trip inspection shall be conducted, limited to fifteen (15) minutes per inspection. The regularly established route for the afternoon shall be completed in a three (3) hour period, starting thirty (30) minutes before the first school dismisses, and ending two (2) hours and thirty (30) minutes after the first school dismisses, during which the pre and post trip inspection shall be conducted, limited to fifteen (15) minutes per inspection and the regularly established route shall be completed. Each bus driver and attendant aide shall be notified in writing as to the time of his/her morning and afternoon routes. The Association shall receive copies of the bus drivers and attendants/aides' schedules and route times, if requested.

1. Pre and post trip inspections are required in accordance with state and board regulations. A monthly pre-trip inspection report must be filed with the Transportation Department. Prior to the opening of school, bus drivers shall receive a written copy of procedures for pre-trip and post-trip inspections. Each bus attendant/aide shall assist the bus driver in the pre-trip and post trip inspections.
2. Unless in the case of an emergency, Transportation Department established routes including scheduled times, shall not be altered by drivers without prior authority.
3. Transportation of students by parish bus drivers when assigned will be scheduled on an equitable basis using the parish-wide staffing formula.

D. Field trips/Extra trips/Extra runs for bus drivers and attendants/aides: All field trips/extra trips shall be compensated at \$9.50 per hour for in-parish field trips and no less than an additional \$2.50 per hour per year for out of parish field trips, with a minimum guarantee of four (4) hours. There is a minimum guarantee of three (3) hours for after school in-parish extra trips. Extra runs are compensated at \$9.50 per run. During these field trips/extra trips/extra runs bus drivers may be required to service different schools and programs. Only time outside of the regularly paid six hours daily shall be considered extra/field trip time. Bus drivers and attendants/aides are excluded from other overtime pay provisions. If no bus driver wants to drive a required program, the least senior bus driver will be assigned according to the seniority list.

E. Bus drivers and attendants/aides who want to be assigned extra/field trips shall notify the Transportation Department Supervisor/Principal in writing of their availability prior to September 1 annually. Field/Extra trips, while not guaranteed, shall be scheduled on an equitable basis. Quarterly reports as to the offering and acceptance of field trips/extra trips shall be provided to the Association.

F. Extension of workday for bus drivers and attendants/aides: Approved overtime worked as an extension of the regular workday shall be paid at the regular hourly rate (base yearly rate divided by 1092 hours = hourly rate) for each hour or portion thereof beyond the three-hour morning period and/or the three-hour afternoon period.

G. All spare buses shall meet federal safety standards.

H. Equipment: In the event that bus drivers are issued any mandatory school district equipment, including, but not limited to: cellular phones, CB radios, hand-held radios, and/or pagers; maintenance shall be the responsibility of the Board. If the equipment is damaged due to the employee misuse, the employee is responsible for the damages. In the event of theft or vandalism, the employee must immediately notify the transportation department and file a police report.

## **7.4 CUSTODIAL**

(As defined in Article 1.3) including: janitors and 12-month assistant janitors.

A. Work Year: The employment year for all Custodial employees shall not exceed two hundred sixty (260) days or two hundred sixty-one (261) days in a leap year which includes paid holidays and vacation days. An emergency day shall count as a work day.

B. Work Week: The standard work week for all custodial employees shall consist of five (5) consecutive days, from Monday through Friday.

C. Work Day: Custodial employees shall be scheduled for an eight (8) hour work day which includes a paid thirty (30) minute lunch/dinner break and a mid-morning and mid-afternoon break of fifteen (15) minutes each.

D. If during the term of this contract the shift goes beyond 7:00 p.m., a shift differential will be negotiated.

E. No custodial employee will work alone in a building after dark as part of the workday/shift. Each employee working in the building after 7:00 p.m. will be given a communication device with a check in, check out system (i.e. cell phone or walkie talkie).

F. Overtime: Except as otherwise provided, no Employee will be required to work overtime and/or on weekends or holidays except as follows:

1. Regular Overtime: All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1.5) times the employee's normal rate of pay.
2. Sunday and Holiday Overtime: Sundays or holidays (overtime or not) will be compensated at twice the employee's normal rate of pay. A minimum of four (4) hours shall be paid for Sundays or holidays work.
3. Saturday Overtime: Saturdays (overtime or not) shall be compensated at one and one-half (1.5) times the employee's normal rate of pay. Saturday overtime shall be paid for four (4) hours minimum of work or pay. A minimum of four (4) hours shall be paid for Sundays or holidays work.
4. Relief Time-Overtime: Bargaining Unit Members working overtime will be entitled to an additional fifteen (15) minute break for every additional four hours worked.
5. Offering Overtime: Overtime work shall be assigned equitably to employees in accordance with seniority, working within a given job site and/or the same job classification as follows:

- a. Overtime shall first be offered to the Employee(s) who is qualified to do the job having the greatest building or department seniority within job classification. If all Employees within the affected building or department refuse the overtime, the least senior Employee(s) who is qualified to perform the work may be required by the employer to perform the overtime assignment. The overtime shall then move up the ladder of seniority from least senior to most senior if no Employee volunteers for the overtime.
- b. A record of all overtime hours worked, on a fiscal year basis, by each Employee shall be posted on the department/school bulletin board monthly.
- c. A copy of same shall also be sent to the Association office, if requested.
- d. Overtime will be offered on a rotation basis in accordance with seniority. Overtime that is refused by an Employee will be counted as overtime worked.

G. Loss of Overtime Rights: Employees' absence due to job injury will at their option be given preferences for future overtime assignments regardless of seniority for a time period equal to their absence, not to exceed six (6) months.

H. All outside functions shall be placed on the school bulletin board monthly and shall be offered according to 7.4F.

#### I. Call Out Pay

1. An Employee who is required to report for duty outside the regular work day shall be paid for the actual hours worked or minimum of two (2) hours, whichever is greater.
2. If the extra duty time becomes contiguous with the Employees regular work day, she or he shall be paid in accordance with the overtime provision within this contract but shall not be paid for the time required for travel unless traveling between worksites.

### **7.5 MAINTENANCE**

(As defined in Article 1.1) including: general maintenance workers, grasscutters, air conditioning/heating technicians, mechanic/helper, electrician, plumber, carpenter, stadium upkeep groundsmen, and drayage.

A. Work Year: The employment for all maintenance employees shall not exceed two hundred sixty (260) days or two hundred sixty-one (261) days in a leap year which includes paid holidays and vacation days. An emergency day shall count as a work day.

B. Work Week: The standard work week for all maintenance employees shall consist of five (5) consecutive days, from Monday through Friday.

C. Work Day: Maintenance employees shall be scheduled for an eight-hour work day which includes a paid thirty (30) minute specified lunch/dinner break and a specified mid-morning and a specified mid-afternoon break of fifteen (15) minutes each.

D. Overtime: Except as otherwise provided, no Employee will be required to work overtime and/or on weekends or holidays except as follows:

1. Regular Overtime: All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1.5) times the Employee's normal rate of pay.
2. Sunday and Holiday Overtime: All work on a Sunday or holiday (overtime or not) will be compensated at twice the Employee's normal rate of pay. A minimum of four (4) hours shall be paid for Sunday or holiday work.
3. Saturday Overtime: All work on a Saturday shall be compensated at one and one-half (1.5) times the Employee's normal rate of pay. Saturday overtime shall be paid for four (4) hours minimum of work or pay.
4. Relief Time-Overtime: Bargaining Unit Members working overtime will be entitled to an additional fifteen (15) minute break for every additional four hours worked.
5. Offering Overtime: Overtime work shall be assigned equitably to Employees in accordance with seniority, working within a given job site and/or the same job classification as follows:
  - a. Overtime shall first be offered to the Employee(s) who is qualified to do the job having the greatest building or department seniority within job classification. If all Employees within the affected building or department refuse the overtime, the least senior Employee who is qualified to perform the work may be required by the employer to perform the overtime assignment. The overtime shall then move up the ladder of seniority from least senior to most senior if no Employee volunteers for the overtime.
  - b. A record of all overtime hours worked, on a fiscal year basis, by each Employee shall be posted on the department/school bulletin board monthly.
  - c. A copy of same shall also be sent to the Association office, if requested.
  - d. Overtime will be offered on a rotation basis in accordance with seniority.
  - e. Overtime that is refused by an Employee will be counted as overtime worked.

E. Loss of Overtime Rights: Employees' absence due to job injury will at their option be given preference for future assignments regardless of seniority for a time period equal to their absence not to exceed sick (6) months.

F. Call Out Pay

1. An employee who is required to report for duty outside the regular work day shall be paid for the actual hours worked or a minimum of four (4) hours, whichever is greater.
2. If the extra duty time becomes contiguous with the Employees regular work day, s/he shall be paid in accordance with the overtime provisions within this contract but shall not be paid for the time required to travel unless traveling between work sites.

G. Use of Personal Vehicles: Employees required to use their personal vehicle on the job shall be reimbursed at the maximum non-taxable mileage rate allowed by the Internal



Revenue Service. The Bargaining Unit Member shall provide appropriate reporting and verifications.

H. Tool Allotment: The Board agrees to an allotment of \$250.00 per year per maintenance employee to purchase small hand tools which includes but is not limited to: hammer, handsaw, hacksaw, screwdrivers, files, rules, pliers, wrenches (1/8" to 3/4"), adjustable wrenches, nail set and chisel, Stillson wrench.

I. Insurance Reimbursement: The Board agrees to pay the difference between personal automobile insurance and a personal auto policy rated for business use for maintenance employees required to use their personal vehicles for school board business.

J. The Board agrees to purchase at least one maintenance vehicle per year until a fleet of maintenance vehicles are available for use by the maintenance department. Management will determine which maintenance (plumber, electrician, H/V technician, general) has the greatest need for a vehicle. Vehicles will be assigned by seniority within that area.

## **7.6 FOOD SERVICE EMPLOYEES**

A. Work Year: The normal employment year for all food service employees shall not exceed 182 work days, which shall include student attendance days and non-pupil contact days. An emergency day shall count as a work day.

B. Work Week: The standard work week for all food service employees shall consist of five (5) consecutive days from Monday through Friday.

C. Work Day: The standard work day shall be seven and one-half (7.5) hours per day, including a thirty (30) minute uninterrupted lunch period and a fifteen (15) minute break.

D. Overtime: Should kitchen facilities be used outside the normal school day, a food service manager or food service technician must be present. Work outside the normal work/day/hours shall adhere to the overtime provision of this section of this article. Except as otherwise provided, no Employee will be required to work overtime and/or on weekends or holidays except as follows:

1. Regular Overtime: All hours worked in excess of thirty-seven and one-half (37.5) hours per week shall be compensated at one and one-half (1.5) times the Employee's normal rate of pay.
2. Sunday and Holiday Overtime: All work on a Sunday or holiday (overtime or not) will be compensated at twice the Employee's normal rate of pay. A minimum of four (4) hours shall be paid for Sunday, or holiday work.
3. Saturday Overtime: All work on a Saturday shall be compensated at one and one-half (1.5) times the employee's normal rate of pay. Saturday overtime shall be paid for four (4) hours minimum of work or pay.
4. Relief Time-Overtime: Bargaining Unit Members working overtime will be entitled to an additional fifteen (15) minute break for every additional four (4) hours worked.

5. Offering Overtime: Overtime work shall be assigned equitably to Employees in accordance with seniority, working within a given job site and/or the same job classification as follows:
  - a. Overtime shall first be offered to the Employee(s) who is qualified to do the job having the greatest building or department seniority within job classification. If all Employee(s) within the affected building or department refuse the overtime, the least senior Employee(s) who is qualified to perform the work may be required by the Employer to perform the overtime assignment. The overtime shall then move up the ladder of seniority from least senior to most senior if no Employee volunteers for the overtime.
  - b. A record of all overtime hours worked, on a fiscal year basis, by each Employee shall be posted on the department/school bulletin board monthly. A copy of same shall also be sent to the Association office if requested.
  - c. Overtime will be offered on a rotation basis in accordance with seniority. Overtime that is refused by an Employee will be counted as overtime worked.
6. Loss of Overtime Rights: Employees' absence due to job injury will at their option, be given preferences for future overtime assignments, regardless of seniority for a time period equal to their absence, not to exceed six (6) months.
7. Additional Benefits: Food service employees shall receive free lunches whenever school lunch is served, as long as providing free lunch does not violate federal lunch program regulations.
8. Summer/Holiday Employment: When summer/holiday employment is offered, food service employees shall be paid no less than the Employee's regular hourly rate of pay, with a minimum of three hours guaranteed per call-out.

## **7.7 SCHOOL SECRETARIES/CLERKS**

- A. Work Year: The employment year for all twelve (12) month school secretaries/clerks shall not exceed 240 days, which shall include student attendance days and non-pupil contact days.
- B. The employment year for all ten (10) month school secretaries/clerks shall not exceed 202-work days, including both pupil contact and non-pupil contact days.
- C. An emergency day shall count as a work day.
- D. Work Week: The standard work week for all school secretaries/clerks shall consist of five (5) consecutive days from Monday through Friday, except during special summer time schedules.
- E. Work Day: The work day for a school secretary/clerk shall be seven and one-half (7.5) hours including a thirty (30) minute uninterrupted lunch period and a fifteen (15) minute break, unless a special summer time schedule is in effect.

## F. Overtime:

1. Regular Overtime: All hours worked in excess of thirty-seven and one-half (37.5) hours per week shall be compensated at one and one-half (1.5) times the employee's normal rate of pay.
2. Sunday and Holiday Overtime: All work on a Sunday or holiday (overtime or not) will be compensated at twice the employee's normal rate of pay. A minimum of four (4) hours shall be paid for Sunday, or holiday work.
3. Saturday Overtime: All work on a Saturday shall be compensated at one and one-half (1.5) times the Employee's normal rate of pay. Saturday overtime shall be paid for four (4) hours minimum of work or pay.
4. Relief Time-Overtime: Bargaining Unit Members working overtime will be entitled to an additional fifteen (15) minute break for every additional four (4) hours worked.
5. Offering Overtime: Overtime work shall be assigned equitably to Employees in accordance with seniority, working within a given job site and/or the same job classification as follows:
  - a. Overtime shall first be offered to the Employee(s) who is qualified to do the job having the greatest building or department seniority within job classification. If all Employee(s) within the affected building or department refuse the overtime, the least senior Employee(s) who is qualified to perform the work may be required by the Employer to perform the overtime assignment. The overtime shall then move up the ladder of seniority from least senior to most senior if no Employee volunteers for the overtime.
  - b. A record of all overtime hours worked, on a fiscal year basis, by each Employee shall be posted on the department/school bulletin board monthly. A copy of same shall also be sent to the Association office if requested.
  - c. Overtime will be offered on a rotation basis in accordance with seniority.
  - d. Overtime that is refused by an Employee will be counted as overtime worked.
6. Loss of Overtime Rights: Employees' absence due to job injury will at their option, be given preferences for future overtime assignments, regardless of seniority for a time period equal to their absence, not to exceed six (6) months.
7. Summer Employment: When extended summer employment is offered, the secretary shall be paid at no less than the Employee's regular hourly rate of pay.

## 7.8 AIDES/PARAPROFESSIONALS

A. Work Year: The employment year for all aides/paraprofessionals shall not exceed 182 workdays, which shall include student attendance days and non-pupil contact days. An emergency day shall count as a work day.

B. Work Week: The standard work week for all aides/paraprofessionals shall consist of five (5) consecutive days from Monday through Friday unless a special summer schedule is in effect.

- C. **Work Day:** The work day for aides/paraprofessionals shall be seven (7) hours per day, including an uninterrupted thirty (30) minute lunch period and a fifteen (15) minute break.
- D. **Overtime:** No aide/paraprofessional shall be required to work on weekends and holidays. Should the aide/paraprofessional be required to work overtime, the Employee shall be granted compensatory time at the rate of one and one-half (1.5) times such overtime worked.
- E. **Summer Employment:** When extended summer employment is offered, the aide/paraprofessional shall be paid at no less than the Employee's regular hourly rate of pay.
- F. **Board Educational Requirements:** If the Board requires an aide/paraprofessional to take a course/workshop as a condition of continued employment, the costs shall be borne by the Board.
- G. **Immunization/Shots:** The Board shall require the health carrier to provide for Hepatitis B shots for all Employees, as required.
- H. **CPR Training:** The Board shall provide annual update CPR Training for all special education aides.
- I. In the event an Employee is transferred to a position requiring specific skills, the Employee shall be trained in those skills at the Board's expense.

## **7.9 SCHOOL CALENDAR**

The School Calendar shall be set forth in Appendix A which is attached to and incorporated in this Agreement.

## **7.10 EQUIPMENT AND MATERIALS PROVIDED**

If any Non-Certified Employee is required by the Board to wear a uniform, protective clothing, or any other protective device, as a condition of employment, the Employer shall furnish them under the following conditions:

1. The Employee must sign for and be responsible for the articles issued to him/her.
2. The Employee must reimburse the Employer for lost articles and/or for articles damaged through negligence or misuse.
3. To obtain replacement, the damaged or worn-out set must be turned in. If all or any part thereof is not turned in, the Employee must pay for replacement cost.
4. The Employer shall pay for all licenses required, provided said licenses are in the name of the Board.
5. Employees shall have access to sterilization kits.

## **7.11 RESTROOMS AND LOUNGES**

When mutual determination is made that a separate staff lunch area, lounge/workroom is available, it shall be utilized as such. If space for a separate staff lunchroom is not available, an area of the cafeteria shall be so designated. If a room for a separate lounge/workroom is not available, a designated area in the school shall be provided.

## **7.12 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

A. The Board shall provide reimbursement to members of the unit who suffer, while in the performance of their duties, personal property loss or damage caused by theft (including automobile battery, vandalism by students and/or parents (including smashed windshields and slashed tires), and natural disasters for which there was insufficient advance notice for the members to remove their personal property from school facilities. Excluded from this provision is currency. The maximum individual amount of reimbursement is \$500.00 per person, per incident. The maximum aggregate amount of reimbursement to all non-certified members of the unit in any fiscal year shall not exceed \$12,000.00. If the amount in any fiscal year is exhausted, the Administration will meet with the Association to discuss reassessment. If reimbursement is denied under this provision the employee may appeal to the Board.

B. Necessary guidelines and limitations shall be maintained by the Board and disseminated.

C. Only uninsured loss is eligible for reimbursement. Excluded from reimbursement under this provision is automobile damage in which the Employee does not have any insurance as required by state law. Further, to be eligible under this provision the Employee must exercise reasonable care.

## **7.13 DISPENSING OF MEDICINE**

Non-certified Bargaining Unit Members shall not be required to administer medication to pupils unless they are trained to do so, the medication is dispensed by prescription, and the student would be prohibited from attending school without such medication. (See Article 7.23)

## **7.14 EMPLOYEE SUPERVISION AND RESPONSIBILITY FOR SCHOOL BUILDING**

A. A Bargaining Unit Member shall be responsible to an immediate supervisor. Said supervisor shall be designated by the Employer with written notification provided within a reasonable time period to each Bargaining Unit Member. In the absence of a building supervisor (principal) or designee, Bargaining Unit Member shall not be held accountable or made responsible for the administration or supervision of the building, except as defined in an Employee's job description.

B. Janitors who are given the responsibility to carry-out the responsibilities of a head janitor shall receive the commensurate pay for a head janitor for the period of time he/she is assigned said duties.

### **7.15 STAFF MEETINGS – NUMBER REQUIRED**

The Association and the Board recognize the need for having a limited number of staff meetings outside of normal work time.

A. Work location/district meetings, if scheduled, shall not exceed four (4) per year, except in emergency situations. Such meetings shall be held after the normal work day and shall not exceed one (1) hour in duration, unless approved by a majority vote of the staff. Employees shall be required to attend these meetings.

B. Attendance at the meeting provided for in the preceding paragraph is part of each Employee's expected work duties. The Board may schedule other meetings for similar or other purposes, but an Employee's attendance at such meetings shall be voluntary. Should an Employee opt to attend he/she shall be compensated at his/her hourly rate.

### **7.16 REQUISITION POLICY**

A. The Board and Association agree that a committee of no more than three Employees for each job classification meet with the designated supervisor of each job classification to develop a list of specific and necessary supplies which are not currently being provided by the Board to assist each Employee in the performance of their duties.

B. Each Employee shall be given the opportunity to submit requisitions for required materials and supplies within budget limitations as needed during the year. The Employee shall be informed if the requisitioned materials cannot be made available.

### **7.17 TELEPHONE FACILITIES**

School phones are available to conduct necessary school business. If necessary, school phones may be utilized for personal business which is urgent in nature, and the telephone call does not interfere with school business. Employees are responsible for any charges for personal calls.

### **7.18 TRANSPORTATION OF STUDENTS**

Employees shall not be allowed to transport students in their personal vehicles except in case of emergency. In such cases and if the Employee is directed to transport a student, the Board shall reimburse the Employee mileage, and the Board acknowledges that the Employee is thereby acting as its agent for the purpose of determination of any liability. Further, to be represented by the Board under this provision, the Employee must exercise due care.

### **7.19 EMPLOYEES AS SUBSTITUTES**

Teacher aides/paraprofessionals shall not be allowed to substitute for teachers.

### **7.20 SUBSTITUTES**

The Employer shall provide substitutes as required by the absence of a regular Bargaining Unit Member.

### **7.21 USE OF PERSONAL VEHICLE**

If an Employee is required to use his/her personal vehicle to carry out his/her job responsibilities, the Board shall acknowledge that the Employee is thereby acting as its agent for the purpose of determination of any liability and in accordance with the school board's liability policy.

### **7.22 SUMMER PROGRAMS**

If a summer program(s) exists, Employees of the system with the appropriate certification and/or qualifications, shall be offered the positions prior to the advertising and filling of positions by the general public. If the summer program(s) is/are administered by an agency other than the School Board, the Employee agrees to the program(s) salary and working conditions.

### **7.23 MEDICAL PROCEDURES**

No Bargaining Unit Member with the exception of the school nurses, shall be required to perform non-complex medical procedures without being trained in accordance with Act 760 of 1991, with amendments of Act 469 of 1992 and Bulletin 1909.

### **7.24 TEMPORARY DUTY ELSEWHERE**

Upon prior approval by the Superintendent, leave with pay may be granted Employees to be temporarily away from their duties for the purpose of providing other educational services, participating in surveys, meetings, study courses and workshops, chaperoning student groups, or participating in other activities at the discretion of the Superintendent.

### **7.25 PROBATION FOR NEW HIRES**

All non-certified employees will be hired on a one-year probation basis. After this one year, if the employee has a satisfactory attendance and evaluation he/she will be hired as a permanent employee. If the employee exhibited unsatisfactory attendance and/or performance evaluation he/she will not be hired permanently. An evaluation form for non-certified employees shall be included in contract as Appendix O if there is one being used.

## **ARTICLE 8**

### **EMERGENCY SCHOOL CLOSING**

#### **8.1 NOTIFICATION PROCEDURE**

When an emergency situation dictates a school closing, notification of the closing will be released for broadcast over appropriate local media sources by 5:00 A.M., when possible.

#### **8.2 SCHOOL CLOSING – LEAVE DAYS**

When the schools and school offices are officially closed by the Superintendent, no leave days previously arranged by an Employee will be deducted for such emergency days.

#### **8.3 INCLEMENT WEATHER – REPORTING FOR WORK**

A. Nothing in this article shall require any Employee to report to work in cases where inclement weather or other acts of God would present an immediate safety hazard to the Employee.

B. Absences shall be recorded as personal emergencies and be deducted from accumulated sick leave days. (See Article 7.1 of 7-A and 7-B for tardy policy.)

#### **8.4 BOMB THREAT PROCEDURE**

In cases where there has been a threat requiring the evacuation of a school, Employees shall assist in evacuating students in an orderly manner when so directed. No Employee shall be required to search for an explosive device.



## **ARTICLE 9**

### **IN-SERVICE TRAINING**

#### **9.1 PLANNING**

In-service training for Employees is planned by the Superintendent and/or designee.

#### **9.2 DAYS PROVIDED**

At least one (1) in-service training day shall be conducted for all Employees annually. At least two (2) additional in-service training days will be conducted for all certified personnel.

#### **9.3 BASIS OF PLANNING**

In-service training shall be based on the expressed needs of the Employees and the school system, as identified by the assessment surveys distributed throughout departments.

## ARTICLE 10

### LEAVES

#### 10.1 SICK LEAVE

- A. All Bargaining Unit Members employed on the first day of each school year shall be credited with ten (10) school days to be used for personal illness and emergency leave.
- B. All Employees hired for eleven (11) and twelve (12) months shall be allowed eleven (11) and twelve (12) days absence per fiscal year respectively, for personal illness and/or emergency leave.
- C. All Bargaining Unit Members employed after the beginning of the school year, shall be credited with one (1) day per month of the remaining school/calendar year to be used for illness or emergency leave.
- D. However, upon initial employment, a member of the Bargaining Unit shall not be credited any sick and/or emergency leave unless and until he/she reports to work and actually performs work during that school/calendar year.
- E. Sick and/or emergency leave when not used in any year shall be accumulated without limitation.
- F. Each paycheck shall contain the number of used current and accrued sick leave days and hours.
- G. Any Bargaining Unit Member who is absent for six (6) or more consecutive days because of personal illness or other emergency, shall be required to present a certificate from a physician certifying such illness or the appropriate emergency documentation on the physician's letterhead/official prescription pad upon return to work.
- H. Any Bargaining Unit Member who expects to be absent for six (6) or more consecutive days because of illness or disability, or other personal emergency shall give prior written notice to his/her immediate supervisor and the Director of Personnel whenever possible, which shall include a certificate from a physician certifying illness or disability, the probable or actual commencement date of the disability and expected duration thereof or the appropriate emergency documentation.
  - 1. In the event that the Employee cannot provide prior notice pursuant to Article 10(H) of his/her sick leave, or personal emergency leave in excess of six consecutive days, then the Employee shall provide such notice to his/her immediate supervisor and the Director of Personnel as soon as possible. The documentation related to this leave shall be provided to the Director of Personnel no later than five (5) days after the Employee absence.

I. In the event an Employee exhausts all current and accumulated sick leave, the Employee may request extended sick leave as permitted under LA R.S. 17:1202. Notification shall include the date that the sick leave was exhausted, a notice to provide needed documentation to the Director of Human Resources with the appropriate timelines, notice that failure to provide this documentation within the timelines will result in a deduction in salary in the next regularly scheduled payroll check. On every occasion that an employee uses extended sick leave, a statement from a licensed physician certifying that it is a medical necessity for the employee to be absent for a least 10 consecutive work days shall be presented to the Director of Personnel prior to extended sick leave being taken or no later than 3 days following employees return to work. All decisions relative to the granting of extended sick leave shall be made by the Superintendent.

1. Emergencies for sick leave and extended sick leave shall only be for medical emergencies for the employee and dependents of the employee substantiated by a certificate from a physician certifying such medical emergency on the appropriate form. *As defined LA R.S. 17:1202* dependents shall be limited to those individuals defined as dependents by the Internal Revenue Code and/or those individuals included in LA R.S. 17:1202. Form included as appendix N.

J. When an employee's absences are considered to be excessive the immediate supervisor shall meet with the employee in an attempt to solve the problem. The supervisor may require a certificate from a physician certifying illness for every sick day or portion thereof used after this meeting. All disciplinary action shall be for just cause and the employee shall be afforded due process.

K. Absences beyond current and accumulated sick leave will be considered as days of unpaid leave. Excessive absences of this nature may result in disciplinary action, which shall only be for just cause and the employee shall be afforded due process.

## **10.2 PERSONAL AND PROFESSIONAL LEAVE**

### **A. PERSONAL LEAVE**

Members of the Bargaining Unit with days available in their current or accrued sick leave account shall be eligible to charge up to two (2) work days per school year for personal reasons with twenty-four (24) hours prior notice.

### **B. PROFESSIONAL LEAVE**

1. Any employee who wishes to be absent from his/her regular assigned duties for professional purposes shall make such written requests through his/her principal/site supervisor to the Superintendent at least one (1) week in advance. If so approved, such absence shall be without loss of pay or leave. If requested, verification of such professional activity shall be provided. This does not include college courses which would require the employee to miss work time for attendance.

2. Ancillary personnel who must earn continuing education credits (CEU) to maintain a license/certificate required by their job description shall be allowed sufficient leave time, as determined by the immediate supervisor and approved by the Superintendent, to fulfill these requirements.
3. When mutually agreed to by the certified employee and the principal/site supervisor, all certified personnel shall be allowed to participate in learning experiences/environments outside of their typical worksite to fulfill their professional development/growth plan.

### **10.3 ACCIDENT OR INJURY LEAVE**

A. Any employee who suffers an injury incurred while on duty shall report the injury immediately to his/her immediate supervisor/principal in accordance with LA. Revised Statutes 23:1224.

B. Employees on duty incurring an injury not meeting the criteria of “injury leave” under LA R.S. 17:1206 (B) will receive Workers’ Compensation benefits according to the State law. Employees’ compensation rate shall in no instance exceed the statutory benefit limits provided by the LA. Workers’ Compensation Law. (See LA. R.S. 17:1201)

C. The Board will maintain the Employee’s insurance coverage contingent upon payroll deductions for such coverage as long as the Employee is employed.

D. Injured Employees will return to duty as soon as they are able to assume their duties.

E. Any Bargaining Unit Member who is injured or disabled while acting in his/her official capacity shall be entitled to weekly wage benefits under the Workers’ Compensation Law of the State of Louisiana and/or to sick leave benefits, at his/her option, but in no event shall such benefits exceed the total amount of the regular salary the member was receiving at the time the injury or disability occurred. When the member supplements Workers’ Compensation with accumulated sick/emergency leave, the amount of leave shall be calculated on an hourly basis.

## 10.4 ADDITIONAL PAID LEAVES

### A. VACATION LEAVE

1. Bargaining Unit Members who work a twelve (12) month fiscal year shall earn paid vacation days. Vacation leave shall be earned on a prorated monthly basis per fiscal year.2. Vacation time shall be computed on the basis of the following schedule:

<u>Years of Service</u>	<u>Vacation Leave</u>
Less than 5 years	10 Days
5 years but less than 9 years	14 days
9 years but less and 14 years	18 days
14 years or more	20 days

Individuals who become 12-month employees after the start of the fiscal year will earn vacation leave based on the percentage of the work year remaining at the time of employment.

3. Employees must request vacation leave in writing ten (10) days prior to the effective leave. Vacation leave shall be granted unless work demands prohibit such. If vacation leave is denied, the employee shall be allowed to reschedule within that fiscal year. Employees with the greatest seniority shall be granted his/her preferred vacation date(s) if possible. An Employee shall be allowed to take all of his/her earned vacation leave in a fiscal year.
4. Employees currently earning vacation days greater than those listed above shall have their accrued number of vacation days maintained at the current level until the schedule equals or exceeds the current accrual.
5. Employees may carry over up to ten (10) unused vacation days from one fiscal year to the next. An employee can only accumulate up to twenty-five (25) vacation days. Upon severance of employment the employee is entitled to be paid for their accumulated unused vacation days, up to the maximum of twenty-five (25) days, with the exception of employees that accumulated vacation days prior to July 1, 2006.
7. With exception of the 10 days carried over up to a maximum of 25 days, all earned vacation days shall be taken during the fiscal year.

### B. BEREAVEMENT LEAVE

Bargaining Unit Members shall be granted a leave of three (3) additional work days within five (5) days of notification of a death in the immediate family or three (3) work days which coincide with the funeral/services. The “immediate family” shall be interpreted to mean:

parents, brother, sister, spouse, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild, legal guardian/dependent. If requested, verification of the death shall be provided. An additional day for bereavement may be taken and charged to vacation/sick or personal days as long as it is consistent with this section.

#### C. JURY DUTY AND OTHER RELATED APPEARANCES

1. Any Employee absent by reason of serving on a jury shall notify his/her principal/supervisor immediately upon receiving notice of the required absence. The Employee shall learn of excusal from jury if provisions are available to learn of excusal. In such case, he/she is obligated to report to work. The Employee shall receive full pay and benefits for the period of the required absence.
2. Any monies received for such jury service (other than reimbursement for meals and travel expenses) shall be remitted to the School Board.
3. An Employee absent by subpoena to serve as a witness in court proceedings including depositions shall report such to his/her principal/supervisor stating the exact period of absence and whether or not he/she has any personal or financial interest in the legal proceedings. If it is determined that the Employee has a personal/financial interest, the absence shall be charged to current sick and/or emergency leave. If it is determined that the Employee has no personal/financial interests, the absence shall be officially excused.

#### D. ASSAULT AND BATTERY LEAVE

1. Any Employee who is injured and disabled while acting in his/her official capacity as a result of assault/battery by any student or person shall receive assault/battery leave as defined under La. Revised Statutes 17:500.1, 17:1201(C) or 17:1206.1(A), as applicable, without reduction in pay and/or benefits and accrued sick leave days while incapacitated as a result of such assault and battery.
2. The Employee shall be required to present a certificate from a physician certifying such injury and incapacitation and comply with all other provisions of La. Revised Statutes 17:500.1, 17:1201 or 17:1206.1 whichever is applicable.

#### E. SABBATICAL LEAVE

The Superintendent may grant sabbatical leave for the purpose of professional or cultural improvement or for medical leave to all teaching personnel in accordance with statutory provisions. *Teaching personnel* shall include any person employed by the Board who holds a valid teaching certificate issued by the Louisiana Board of Elementary and Secondary Education and any social worker, guidance counselor, school nurse, audiologist, educational diagnostician, speech-language pathologist, or school psychologist employed by the Board who holds the appropriate valid professional ancillary certificate issued by the Louisiana Department of Education. At no time during the school year shall the number of persons on sabbatical leave exceed five percent (5%) of the total teachers employed in the given parish: in cases of medical leave this limit of five percent (5%) may be exceeded.

1. Eligibility

- a. Sabbatical leave may be granted on the ratio of two (2) semesters for twelve (12) or more consecutive semesters of active service within the employ of the Board or one (1) semester for six (6) or more consecutive semesters of such service.
- b. Active service accumulated towards sabbatical shall not be deemed to be interrupted by any of the following:
  - (1) Absence for sick leave
  - (2) Absence for maternity provided that such leave shall be for the period of disability occasioned by pregnancy or childbirth.
  - (3) Absence on involuntary military service or military leave.
- c. Applicants shall not have received a sabbatical leave during the six (6) school semesters immediately preceding application.
- d. Employees employed under a license, temporary or emergency certificate, shall not be granted a sabbatical leave.

2. Application

- a. Application for leave under this section shall be submitted on the appropriate Board forms and sent by registered mail to the Superintendent at least sixty (60) days preceding the beginning of the semester of the school year for which the sabbatical leave has been requested, except that where a teacher has become sick during a semester and requested sabbatical leave for the purpose of recuperating from such sickness, it shall be sufficient if the application is mailed thirty (30) days before the date upon which the requested leave is to commence.
- b. The Superintendent shall inform the teacher of the approval or denial of such leave at least thirty (30) days preceding the beginning of the semester of the school year for which the leave is requested, except that, whereas a teacher has become sick during a semester and has requested sabbatical leave for the purpose of recuperating from such illness, the Superintendent shall inform the teacher of the approval or denial of such leave as soon as possible.
- c. The application shall be accomplished by a plan for utilization of such leave and such other information as shall be required by the Superintendent.
- d. Preference shall be given to the applicant who has rendered service in the school system for the greatest total number of semesters.
- e. Where any two applicants rank equally in point of continuous service, preference shall be given to the applicant whose date of birth is earlier.

3. Other Provisions

All provisions of La. Revised Statutes: 7:1171 through 17:1184 shall be adhered to:

- a. Any personal granted sabbatical leave shall be paid 65% of the salary he/she would have received during such leave at the time the leave begins.
- b. The Employee on sabbatical leave shall continue to receive the same fringe benefits as received while in active service, contingent upon the same payroll deductions.
- c. Payroll checks shall be mailed on or before the regular pay days to an address filed with the business office.

- d. Service on sabbatical leave shall count as active service for the purpose of retirement and contributions to the retirement fund shall be continued.
  - e. A teacher on sabbatical leave may accept other employment, only according to limitations as prescribed by applicable Louisiana laws. Violation of this provision will be dealt with as prescribed by state statutes. The Board may determine whether these duties are interfering with the purpose for which the leave is granted, and if so, the leave may be cancelled.
4. General Provisions
- a. Each recipient shall agree to return to service in the school parish upon termination of the sabbatical leave and to continue in such service for a period equivalent to the sabbatical leave used.
    - (1) Should a person taking sabbatical leave fail to return to service in the parish as stated above, or to return for any other reason other than incapacitating illness, as certified by two (2) physicians or retirement, that person shall forfeit all compensation received during the leave period.
    - (2) No person who, upon the expiration of his sabbatical leave, immediately begins employment with a state-operated educational agency, city or parish school board, department, school, college or university instead of returning to the school system which granted him such leave, shall be required to forfeit that portion of compensation paid to him by the state while he was on such leave. However, such person shall be required to reimburse the school system which granted leave.
    - (3) Any person who fails to comply with the procedures cited above may have his/her leave terminated by the Superintendent at any time, except where non-compliance is due to conditions which would have constituted sufficient grounds for failing to perform his/her duties had he/she been in active service.
  - b. The recipient of sabbatical leave shall advance on the salary schedule as if regularly employed and shall be reassigned to his/her former position upon return from leave.
  - c. The contractual continued service status of an Employee shall not be affected because of absence while on a sabbatical leave as provided herein.
  - d. Applicable state laws shall always control the provisions of this article.

## **10.5 NON-PAID LEAVES OF ABSENCE**

### **A. PROCEDURES AND DURATION**

1. The Board may grant leaves of absence, without pay, for periods not exceeding one (1) school year, to employees who request such leave in writing, whenever in the discretion of the Board such leave is in the best interests of the public-school system
2. Seniority shall not accumulate during non-paid leaves; however, any tenure rights shall not be affected.



3. Except in the case of leave according to the family and medical leave act (FMLA), employees who have not yet completed a probationary period of three (3) years will not be considered for a non-paid leave.
4. An Employee returning from a non-paid leave of absence shall be returned to his/her former position or its equivalent. An employee returning from non-paid leave of absence shall be returned to his/her former salary level.

#### B. MILITARY LEAVE

The Board shall grant non-paid leaves of absences to regularly employed Bargaining Unit Members serving in the military service or in the armed forces for a period dating from induction, enlistment, enrollment or call to service.

#### C. ASSOCIATION STATEWIDE OFFICE

The Board shall grant a leave of absence, without pay, to any regularly employed teacher or other Employee who is a president of a statewide professional education organization with a membership of more than ten thousand members, during his/her term of office, not to exceed two years. The granting of such leave shall not affect any tenure rights which may have been previously acquired.

#### D. FAMILY AND MEDICAL LEAVE

1. Conditions and Procedures for Leaves
  - (a) The Employer shall grant a family and medical leave of absence without pay to any Employee, who has been employed by the school board for one (1) or more years and submits a written request for such leave. At the option of the employee, the employee has a choice to exhaust all of his/her sick leave before taking unpaid family and medical leave.
  - (b) The effective date of this leave shall be established by the Employee.
2. Length of Leave
  - (a) This leave shall not be for more than twelve (12) weeks with continued benefits. The employee can request an additional twelve (12) weeks without continued benefits.
3. Conditions and Benefits Retained Upon Reinstatement
  - (a) All accumulated benefits and rights of employment previously gained shall be retained upon return.
  - (b) The Bargaining Unit Member may terminate the leave in the event of death of said family member and provided that he/she is physically able to perform her teaching/work responsibilities.

#### E. CONTINUATION OF INSURANCE

While on approved leave without pay, an Employee may elect to continue any or all Board insurance coverages by submitting to the Central Office on prepaid monthly basis the full employee and employer share of the premium for such selected coverages.

## **ARTICLE 11**

### **SICK LEAVE BANK**

**11.1** The Board and the Association recognize the need for an available pool of sick leave days. Eligible Employees having experienced personal illness or injuries may draw sick leave days from the Sick Leave Bank as follows:

A. Eligibility – To be eligible for participation in the Sick Leave Bank, an Employee must voluntarily contribute one (1) day of accrued sick leave to the Bank per school year. This Bank will not be deemed operable until the bank has accumulated 300 days upon creation.

B. Should the number of days in the Bank fall below three hundred (300), each participating member shall contribute one (1) more day. All days donated are irretrievable. Unused days remaining at the end of the fiscal year shall be carried over to the next fiscal year.

C. Should the number of days in the bank go beyond two thousand (2,000) days, members will not be required to make further contributions until the level of days in the bank is depleted to three hundred (300).

### **11.2 ADMINISTRATION**

A. Upon completion of accrued sick and personal leave days, an eligible Employee may make application to the Sick Leave Bank Committee for withdrawal of days.

B. Application may be made in increments of no more than thirty (30) days, not to exceed a total of ninety (90) days per member.

C. Quarterly reports on the status of the Sick Leave Bank shall be submitted to the Board, the Association, and in response to written requests from members of the bank.

### **11.3 PROCEDURE FOR USE OF SICK LEAVE BANK**

A. Applications to the Sick Leave Bank Committee shall be in writing and accompanied by a physician's statement describing the illness or injury and anticipated date of return to work. The Sick Leave Bank Committee will review all applications for withdrawal of days. The decision of the Committee shall be final and binding and not subject to the grievance procedure.

B. Employees on leave of absence other than sick leave are not eligible to participate in the bank. The committee reserves the right to terminate the Sick Leave Bank at the end of any year.

#### **11.4 GOVERNING COMMITTEE**

The Sick Leave Bank Committee shall consist of two (2) members appointed by the Board and three (3) members appointed by the Association. The Committee shall choose a chairperson. Should the Sick Leave Bank be disbanded for any reason, the Sick Leave Bank Committee shall make determination of disbursement of remaining days left in the Bank.

#### **11.5 SICK LEAVE BANK FORM**

A. The Sick Leave Bank Committee shall jointly develop a form for employees to indicate their voluntary contribution of one day per school year to be a member of the Bank.

Each employee shall be given the form to fill out at the beginning of the school year. Thereafter, new employees shall be asked to fill out a preference form upon the confirmation of employment in the parish.

## **ARTICLE 12**

### **EMPLOYEE EVALUATION**

#### **12.1 EVALUATION COMMITTEE**

A committee on Personnel Evaluation, consisting of five (5) Bargaining Unit Members appointed by the Association and five (5) representatives appointed by the Superintendent, shall be established. The committee must represent the general racial and/or ethnic make-up of the school community. The purpose of the committee will be to annually review and offer recommendations for revision, if necessary, of the St. John Personnel Evaluation Plan.

#### **12.2 FULL KNOWLEDGE OF OBSERVATIONS**

All monitoring or observation of the work of each Employee shall be conducted in person and with the full knowledge of the Employee.

#### **12.3 NOTIFICATION OF EVALUATION PROCESS**

Prior to September 30<sup>th</sup> of each school year, the building principal or immediate supervisor shall provide professional development to employee(s) for the purpose of informing them of the evaluation procedures, standards, and instruments to be used, as well as who will observe and evaluate his/her performance. As part of the professional development all employees will be provided with names of the individuals authorized to evaluate the individual employee

New Employees or an Employee reassigned after the beginning of the school term, shall be notified by the building principal or immediate supervisor of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in the new assignment.

#### **12.4 PURPOSE OF EVALUATIONS**

The primary purpose of Employee evaluation shall be improvement of employment skills and all evaluations shall be conducted in good faith to this end in accordance with the provisions of this Agreement.

#### **12.5 PROCEDURAL BAR TO EVALUATIONS**

No evaluation shall take place until the above orientations have taken place.

#### **12.6 UNIFORMITY OF EVALUATIONS**

The criteria and procedures shall be applied uniformly throughout the District and any deviations from them shall be basis for a grievance, but not subject by arbitration.

## **12.7 POST-EVALUATION CONFERENCE AND PROCEDURE**

All evaluations shall be reduced to writing and a copy given to the Employee within five (5) working days of the evaluation. The Employee and the supervisor shall mutually agree to a conference to discuss the evaluation within five (5) working days after the Employee has received the evaluation. If the Employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.

Employees who, at the end of a school year, have been evaluated as “Unsatisfactory”, or Ineffective will be required to participate in an approved professional assistance program and the results of the assistance efforts will be determined by the evaluator or other supervisory personnel. Documentation must exist to justify any conclusions reached.

Interim conferences to discuss any progress being made, as well as any other information necessary to assure success of the professional assistance efforts, is encouraged and should be utilized by the evaluatee.

The professional assistance plan(s) for the evaluatee shall be designed by the appropriate evaluator and/or by the evaluatee.

## **12.8 EMPLOYEE’S RIGHT TO RESPOND**

Following the post-formal evaluation conference, the Employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the Employee’s signature be construed to mean that he/she necessarily agrees with the contents of the evaluation, only that they have been discussed. An Employee may submit additional comments to the written evaluation if he/she so desires. All written evaluations and the Employee’s comments are to be placed in the Employee’s personnel file. A copy of the response will be provided to the immediate supervisor.

## **12.9 RECOMMENDATIONS**

Prior to May 15 of the school term, the building principal or immediate supervisor shall complete a written evaluation report and make recommendations to the Superintendent for each Employee. All observations that are required for evaluation purposes must be completed by April 30th. A copy shall be furnished to the Employee. The reports shall not contain information which has not previously been known to and discussed with the Employee.

## **ARTICLE 13**

### **PERSONNEL FILES**

#### **13.1 CONDITIONS AND PROCEDURES**

- A. Personnel Files – Each Employee’s personnel file shall be maintained in the Central Administration Office.
- B. A member of the Bargaining Unit shall be provided a copy of any materials, other than those resulting from routine recordkeeping, that will be placed in his/her personnel file which reflect upon the Employee’s competency, skill, or other professional attributes.
- C. Anonymous letters shall not be included in any Employee’s personnel file.
- D. All grievance documentation shall be filed separately from the personnel file.

#### **13.2 RIGHT TO RESPOND TO MATERIALS IN FILE**

- A. Employees may submit appropriate material to be included in the Central Administration files and may also prepare and attach a written response to any material contained in the file. Any rebuttal and response to a document placed in an Employee’s personnel file shall be filed by the Employee within fifteen (15) school days from the date on which the Employee signs the document acknowledging its receipt.
- B. The Employee may be granted an additional ten school days for the filing of the rebuttal and response, provided the school Employee requests such an extension in writing addressed to the personnel custodian within the original fifteen-day period. The personnel file custodian’s consent to the ten-day extension of time shall not be unreasonably withheld.
- C. The rebuttal and response shall be deemed filed by the delivery of the original and one copy of the rebuttal and response to the personnel file custodian. The personnel file custodian shall then sign and date the original rebuttal and response and file the same in the school Employee’s personnel file. The personnel file custodian shall also sign and date a copy of the rebuttal and response and return the same to the school Employee.

#### **13.3 RIGHT TO EXAMINE FILE**

Employees have the right to examine his/her personnel file and to have a representative of the Association accompany said Employee. Each file shall contain a record access listing of the date and persons who have reviewed it.

#### **13.4 RIGHT TO REPRODUCE MATERIALS IN FILE**

Employees shall be permitted to reproduce, at reasonable and customary expense, materials in the Central Administration files.

#### **13.5 RIGHT TO GRIEVE MATERIAL IN FILE**

The accuracy of file materials may be challenged through the grievance procedure.

#### **13.6 ACCESS TO PERSONNEL FILES**

A. The Association must first secure written permission from an Employee as indicated on the grievance form, before the Personnel Department may release to the Association information from, or permit access to, the Employee's personnel file.

B. Employees shall have access to their personnel file in accordance with LA Revised Statutes 17:1237.

## **ARTICLE 14**

### **JOINT SCHOOL-COMMUNITY COUNCIL**

#### **14.1 PHILOSOPHY**

The Board and the Association recognize that the school district encompasses several communities of diverse composition. It is further recognized that such diversity has and will present problems in human relations. Such problems frequently are most obvious in their adverse effect upon the educational program of the school district. The Board and the Association therefore recommend that an Individual School-Community Council or Parent-Teachers Association be formed at each school.

#### **14.2 INDIVIDUAL SCHOOL-COMMUNITY COUNCIL/PARENT-TEACHER ASSOCIATION**

It is envisioned that this Council/Association serve as an advisory committee to the administration, making recommendations which would include budgetary considerations, student discipline, extra-curricular activities and fundraisers.

#### **14.3 COMPOSITION – INDIVIDUAL SCHOOL-COMMUNITY COUNCIL/PARENT-TEACHER ASSOCIATION**

The Board and the Association further recommend that each Individual School-Community Council/Association be composed of the following representatives:

- A. Bargaining Unit Members who are: (a) parents; and/or (b) Employees within the building
- B. Parents of students enrolled at the building
- C. Administrator(s) of the building
- D. Student(s) enrolled at the building
- E. Community representative(s)

Every effort will be made to involve persons who reflect the multi-ethnic composition of the community.

The individual school community shall determine the size and the representative distribution of the committee. Each category listed above shall select their representative(s) to the Council/Association.



## **ARTICLE 15**

### **CURRICULUM AND INSTRUCTION**

#### **15.1 PHILOSOPHY**

The parish's educational program shall ensure each student an equal opportunity to develop to his/her maximum. Decisions in the parish shall address this philosophy. It is recognized by the parties that the Board is responsible under State law and State Department regulations for setting the standards of service in the curriculum and instruction provided students. It is the responsibility of the teachers to address the needs of all students.

#### **15.2 INSTRUCTIONAL MATERIALS CENTER**

The Board and the Association recognize the importance of employee reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall establish, maintain and provide for the continued improvement of a professional instructional materials center.

#### **15.3 MINORITY AND WOMEN'S GROUP COURSE**

All students should be encouraged to enroll in a course of study that includes the roles and contributions of minority and women's groups to the historical, scientific and social development of the United States.

#### **15.4 INDIVIDUALIZED INSTRUCTION**

Each teacher shall teach the skills and competencies found in state curriculum guides and help each student obtain an education to the limits of his/her capacities. Planning by teachers shall reflect the use of state curriculum guides, if provided.

#### **15.5 COMMITTEE FOR CURRICULUM DEVELOPMENT**

- A. There shall be created a committee for Curriculum Development.
- B. Curriculum is defined to include any program of study which is carried on by the Parish.
- C. The responsibilities of the Committee shall include:
  - 1. Review and continuous improvement of curriculum
    - a. To review programs now in operation
    - b. To identify problems relating to curriculum development
    - c. To stimulate studies and research
    - d. To assist in finding consultant help when needed
    - e. To make recommendations based upon the results of study and research
    - f. To make recommendations on the adoption of textbooks, library books, and other instructional materials

2. To provide an additional means of communication among the Employees on matters relating to curriculum
3. To serve as a representative group for preliminary screening of projects or proposals of individuals or employee groups, and to seek general employee support for accepted proposals or projects
4. To provide an additional means of coordinating curriculum
5. To study the feasibility of creating a district-wide media resource center
6. To review and make recommendations on all changes in curriculum before such changes are adopted

C. The Curriculum Review Committee shall consist of three teachers, two administrators, one parent/community member, and one board member.

### **15.6 RELEASED TIME FOR PARTICIPATION**

Any Employee selected to serve on committees formed by the Board/Superintendent shall be afforded released time if said committee meetings are at the time of regular duties.

## **ARTICLE 16**

### **SELECTION AND ADOPTION OF TEXTBOOKS, LIBRARY BOOKS, AND OTHER INSTRUCTIONAL MATERIALS**

#### **16.1 PHILOSOPHY**

The Board and the Association recognize that teachers should be involved in the selection of textbooks, library materials, media resources and instructional materials.

#### **16.2 MATERIALS – SELECTION REFLECTS SOCIETY**

The Board and the Association recognize that textbooks, library books and other instructional materials in subject areas and at grade levels should be selected which show the cultural diversity and pluralistic nature of American society and reflect recent authoritative scholarship on the history and contributions of various racial, ethnic, and feminine and religious groups.

#### **16.3 MATERIALS – CURRENT**

The Board and the Association recognize that in today's society, because of the rapid accumulation of knowledge, it is critical to have textbooks, library books and other instructional materials which are current.

## **ARTICLE 17**

### **ACADEMIC FREEDOM**

Both the Employer and Association recognize the importance of seeking to inspire students to develop respect for truth, individual freedom, social responsibility, the democratic tradition and an appreciation of individual personalities. They pledge to work together to create and preserve an atmosphere which is least restrictive for teacher and student.

Teachers shall balance the least restrictive atmosphere with the responsibility to teach the basic curriculum they are assigned to teach.

Teachers are encouraged to expand concepts through the use of supplementary materials and innovative approaches to instruction, concurrent to the District approved curriculum.

The Bargaining Unit Member in a least restrictive atmosphere, may interpret and use writings of others and educational research with intellectual honesty and in an objective manner, being cognizant of the intellectual maturity of students in instructional presentations.

## **ARTICLE 18**

### **STUDENT TEACHING PROGRAM ASSISTANCE**

#### **18.1 SUPERVISING TEACHER REQUIREMENTS**

A supervising teacher shall comply with all BESE guidelines for supervising teachers. Acceptance of student teacher supervision shall be voluntary.

Assignment of student teachers is to be made by the Superintendent in cooperation with the college supervisor and the building administrator, and with the approval of the supervising teacher. In all such assignments, the supervising teacher retains responsibility for his/her class.

#### **18.2 SUPERVISING TEACHER – COOPERATION WITH COLLEGE OR UNIVERSITY**

A supervising teacher shall work directly with the college or university program coordinator.

#### **18.3 ASSOCIATION COOPERATION**

The Association agrees to provide student teachers with appropriate information for professional growth.

#### **18.4 BOARD INFORMATION**

The Board agrees to provide student teachers with a copy of the most recent texts, guides, building policies, if available and if appropriate.

#### **18.5 SUPERVISING - TEACHER REMUNERATION**

Remuneration for supervising a student teacher, if available, is the responsibility of the college or university.

#### **18.6 STUDENT TEACHERS AS SUBSTITUTES**

University guidelines will be followed concerning student teachers as substitutes.

## **ARTICLE 19**

### **PUPIL DISCIPLINE**

#### **19.1 DEFINITION**

Student discipline, as used herein, shall mean the expectation and enforcement of a reasonable standard of orderly student behavior to permit effectuation of the educational program.

#### **19.2 BOARD SUPPORT AND ASSISTANCE**

A. The Board recognizes its responsibility to give all reasonable support and assistance to Employees with respect to the maintenance of control and discipline in the classroom. Both the Board and the Association recognize that it is the teacher's responsibility to maintain discipline and a climate conducive to effective instruction in the classroom. The Board recognizes also that the teacher's authority in his/her classroom is undermined when pupils discover he/she has little or no administrative backing in discipline; therefore, teachers shall receive the full support of the principal and central administration in actions taken by them pertaining to discipline, provided they act in accordance with Board policy and Louisiana State Law.

B. Prior to students' reporting each year, the principal will distribute and orientate all staff to the student discipline policy in preparation for student orientation.

C. Within the first two weeks of the school year, the principal will designate a time during which teachers will discuss and explain discipline and dress codes for the St. John Public Schools to their class.

D. Teachers shall be made aware of students who are convicted felons that are assigned to their classes per the revised statutes.

#### **19.3 PROCEDURES FOR SUSPENSION AND EXPULSION**

A. Procedures for suspension and expulsion of pupils from school shall be distributed to students, parents and Employees annually.

##### **B. Assault/Battery Procedures**

1. The employee(s) who was/were involved in the alleged assault/battery, shall be notified at least twenty-four (24) hours prior to the hearing as to the date, time, and location of the expulsion hearing and shall be invited, but not required to attend.

2. The employee may present testimony if he/she chooses.

3. When the assault/battery is witnessed by other adults, the person witnessing the assault/battery shall be allowed to attend the expulsion hearing or submit a written, signed statement.
4. Teachers and witnesses employed by the Board who attend expulsion hearings shall not suffer a loss of pay or any current or accrued sick, personal, and/or emergency leave. Such persons shall be classified as absent due to official school business.
5. If the hearing officer concludes that the Employee provoked the battery, the hearing officer shall not disclose this conclusion verbally in the presence of the student/parent, nor shall the hearing officer in any way reprimand or criticize the Employee in the presence of the student/parent.

#### **19.4 DISCIPLINE PROCEDURES**

Although the Board and the Association recognize that the teacher has the responsibility for the maintenance of discipline within his/her classroom, the Board also recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom.

- A. Sending a student to the office shall be the last resort towards achieving effective discipline in the classroom. An Employee may immediately send a student to the office when the seriousness of the offense, the persistence of an inappropriate behavior, or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable.
- B. Each referral of a student to the office for inappropriate behavior shall be accompanied by an explanation in writing, including a description of all prior corrective action taken by the teacher. Except in cases where the student's behavior causes possible harm to others, the Employee can first remove the student(s) and send the written explanation to the office in an expeditious manner.
- C. The building principal or his/her designee shall take appropriate action to solve the discipline problem. Should his/her decision include the re-admittance of the pupil to class, the Employee shall be notified in writing in an expeditious manner of the conditions under which re-admittance is granted.
- D. If the disobedience or misconduct continues or the conditions for re-admittance are not met, the student shall be referred to the principal for further processing.

#### **19.5 SPECIAL NEEDS PROCEDURE**

Whenever it appears that a particular pupil requires the attention of special employees, special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to assist the Employee with respect to such pupils.

## **19.6 BEHAVIORAL PROBLEMS – RESOLUTIONS**

When an Employee has one or more students in a class who have been identified as having a behavioral problem, and when such students' behavior disrupts the learning environment, appropriate recognition shall be given by conferring with the parties.

## **19.7 DISCIPLINE/SAFETY COMMITTEE**

The structure of the committee shall be in accordance with state law.



## **ARTICLE 20**

### **DISCIPLINE OR DISMISSAL**

#### **20.1 JUST CAUSE DISCIPLINE**

- A. No Bargaining Unit Member shall be disciplined except for just cause.
- B. Discipline will be in the form of discharge, demotion, suspension, written reprimand or oral reprimand. If a member of the Bargaining Unit is discharged, demoted, suspended or given a written reprimand, such person shall be given written reason(s) for such action.

#### **20.2 JUST CAUSE PROCEDURE**

No Bargaining Unit Member shall be discharged, demoted, suspended without pay or given a written reprimand without first being afforded a due process hearing.

#### **20.3 SUSPENSION**

An Employee may be suspended with pay, fringe benefits and all other benefits provided by the contract for a maximum of thirty (30) days, pending the investigation and determination of any disciplinary action. After 30 days the suspension will be without pay. If after the investigation the employee is cleared of the charges all pay, and benefits will be reinstated from the time the employee was suspended without pay.

#### **20.4 REPRESENTATION AT DISCIPLINE MEETINGS**

In the event an administrator/supervisor requires an Employee to attend a meeting for the purpose of disciplining said Employee, upon request, the Employee may have an Association Representative present.

#### **20.5 DISMISSAL PROCEDURES**

All situations involving removal of an Employee shall be in accordance with the requirements of the applicable laws of the state of Louisiana and all tenets of due process procedures.

## **ARTICLE 21**

### **MAINTENANCE OF STANDARDS**

#### **21.1 MAINTENANCE OF STANDARDS**

Any previously adopted written policy, written practice, written rule or regulation extant which relates to wages, hours, terms or conditions of employment which is not superseded by this Agreement will not be discontinued or changed except by official adoption by the Board, and only after the Board negotiates the impact with the Association.

Nothing in this Agreement shall be interpreted or applied to reduce for any Bargaining Unit Member any condition of employment previously enjoyed.

## **ARTICLE 22**

### **SENIORITY**

#### **22.1 DEFINITIONS OF SENIORITY**

System seniority is the length of the Employee's service (within the Bargaining Unit) starting with the first day on which duties are performed.

#### **22.2 MAINTAINING AND POSTING OF SENIORITY LISTS**

The Board shall prepare, maintain and post seniority lists within areas of certification and/or job classification. Seniority list(s) shall be posted in all appropriate work locations by November 1<sup>st</sup> and by April 15<sup>th</sup>, annually.

Upon written requests, the Board shall provide the Association a seniority list(s) with areas of certification and/or job classification.

#### **22.3 JOB CLASSIFICATIONS**

For the purpose of this Agreement, all Bargaining Unit Members shall be placed in one of the job classifications as listed in Article One (1).

#### **22.4 LOSS OF SENIORITY**

For the purpose of defining seniority, an Employee's continuous service record shall be broken by resignation/retirement or termination.

#### **22.5 APPLICABLE STATUTES AND REGULATIONS**

State and Federal statutes and regulations shall be observed where applicable for specially funded programs. Except where prohibited by law or regulation, all Bargaining Unit Members shall receive seniority rights as provided in this Agreement.

## **ARTICLE 23**

### **REDUCTION IN FORCE**

#### **23.1 DETERMINATION OF NEED BY BOARD**

When conditions, such as significant enrollment decline, the loss of federal or special state funds, the discontinuance of special programs or projects, a deficit in the general fund budget, or school district consolidation necessitates a reduction in force greater than what can be accomplished through attrition and appropriate reassignments, the Board shall decide whether a reduction in force is necessary.

Prior to authorizing the implementation of a reduction in force, the Board shall consider and employ all reasonable alternatives to layoffs.

#### **23.2 IMPLEMENTATION BY SUPERINTENDENT**

If the board decides that a reduction in force is necessary, the Superintendent shall implement the reduction in force in strict compliance with this Article.

#### **23.3 NOTICE TO THE ASSOCIATION**

If either the Board or the Superintendent is considering the implementation of a reduction in force, the Employer shall notify the Association at least sixty (60) calendar days prior to the earliest date being considered for the layoff of any Bargaining Unit Member and such notice shall include, at a minimum, the following information:

1. the specific positions to be affected (if known at the time of the notification);
2. the proposed time schedule for the layoff of any Bargaining Unit Member;
3. the specific reason(s) for the proposed action; and
4. a copy of the financial data used as the basis for determining the need for the layoffs.

#### **23.4 GENERAL CONSIDERATIONS**

- A. Temporary personnel will be laid off before regular or permanent personnel.
- B. Reductions in force will be made on a system-wide basis in categories of employee, and not on a building-by-building basis.
- C. In areas where there is an insufficient number of personnel currently employed as regular, contractual employees, appropriately certified to meet the needs of the school system, attempts will be made to find the needed personnel from those scheduled for layoffs, provided that such

personnel can obtain temporary certification and are willing to take the courses necessary to become fully certified in the areas of need in compliance with the Board of Elementary and Secondary Education.

### **23.5 REDUCTION OF CERTIFIED TEACHING PERSONNEL**

The reduction in force of certified teachers shall be based solely upon demand, effectiveness, and performance, in that order, as defined in this Article.

Categories:

- I. Demand
  - a. Hard to staff areas of teacher certification.
  - b. Underrepresented, racial, ethnic, or gender groups.
- II. Effectiveness

To be determined in accordance with the performance evaluation program adopted by the Board pursuant to LA R.S. 17:3881 through 3885. The results of the three most recent school years will be averaged to determine the rating. If one has less than three years of evaluations, then the average will be based on the number of years a rating is available. For the purposes of this subsection, certified employees will be considered as “effective” or “ineffective”, and individual numerical scores shall not be used to rate one “effective” certified employee above another one. Certified employees with an average score of at least 2.5 are deemed to be “effective.” Certified employees with an average score of less than 2.5 are deemed to be “ineffective.”

- III. Performance
  - a. The number of years of service to the Board
  - b. Academic preparation
    - Bachelor’s degree
    - Master’s degree
    - Master’s degree plus 30 additional hours
    - Doctorate degree

No new positions will be filled until all personnel on the reduction in force list have been recalled except if the person on the list is not certified for the vacancy. If a certified applicant is not available for the vacancy, personnel on the recall list shall be offered the position provided that such personnel can obtain temporary certification and are willing to take the courses necessary to become fully certified in the area of need in compliance with the guidelines of the State Board of Elementary and Secondary Education.

### **23.6 CLASSIFIED PERSONNEL OTHER THAN SCHOOL BUS DRIVERS**

The order of reduction of school employees who are not evaluated pursuant to LA R.S. 17:3881 through 3905 shall be based upon effectiveness and performance as defined in this Article.

## I. Effectiveness

To be determined in accordance with the personnel evaluation program adopted by the Board. The results of the three most recent school years will be averaged to determine the rating. If one has less than three years of evaluations, then the average will be based on the number of years a rating is available. For the purposes of this subsection, classified personnel other than school bus drivers will be considered as “effective” or “ineffective”, and individual numerical scores shall not be used to rate one “effective” classified employee above another one. Classified personnel other than school bus drivers with an average score of at least “needs improvement” are deemed to be “effective”. Classified personnel other than school bus drivers with an average score of less than “needs improvement” are deemed to be “ineffective”.

## II. Performance

The number of years of service to the Board.

### **23.7 SCHOOL BUS DRIVERS**

In the event that one or more school bus drivers must be laid off due to abolition, discontinuance, or consolidation of routes or positions, the principle of seniority shall apply so that the last school bus driver hired shall be the first to be removed.

### **23.8 NOTIFICATION**

When a reduction of personnel action is instituted, written notice of termination shall be given at least 30 days prior to the actual date of layoff by the Superintendent or his/her designee to the employee to be terminated. The notice shall include a statement of the general conditions requiring a reduction of personnel, and shall be made by certified mail, return receipt requested, or hand-delivered with the employee signing an acknowledgement of delivery.

The employee’s address, as it appears on the Board’s record, shall be deemed to be the correct address. It shall be the employee’s responsibility to see that the Board has his/her current address on file.

### **23.9 REVIEW OF INDIVIDUAL LAYOFF**

Within ten (10) working days after receiving a notice of layoff, a Bargaining Unit Member may request in writing and in accordance with the Board’s grievance procedure, a review of the action taken, and shall receive notice of the results of the review in a timely manner, but in no event later than ten (10) working days after the request for review is received.

### **23.10 RECALL – OTHER EMPLOYMENT**

For three (3) years after the effective date of a termination due to a reduction in force, the terminated employee shall be given the first opportunity to be reinstated to a position similar to that from which he/she experienced a layoff. Employees shall be recalled in reverse order of their layoff.

Any offers of reemployment shall be made by hand delivery to the employee, with the employee's signed acknowledgement of receipt, or certified mail, return receipt requested. Any terminated employee receiving an offer of reemployment shall be notified that, if he/she wishes to accept the offer, he/she must do so in writing (by hard copy or email) within seven (7) working days of his/her receipt of the offer. A terminated employee's failure within seven working days of receipt of the offer to accept or reject the position eliminates all reemployment rights of the employee. The Board will provide the Association with notice of all offers of reemployment. Such notices shall be made within five days of the terminated employee's receipt of the offer.

An employee who is recalled within three (3) years after being laid off shall have restored to him/her all sick leave and unused personal leave, if applicable, he/she has accrued as of the effective date of the layoff.

An employee who is recalled by the board shall be recalled, if applicable, with tenure and all benefits he/she had accumulated at the time of his/her layoff.

Employees on the recall list shall be entitled to COBRA benefits and/or life insurance coverage provided, however, that the employee pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there shall be no contribution by the Board for such employee's insurance.

Employees on the recall list status shall be deemed to be on an unpaid leave of absence.

If a vacancy exists in any lower job classification for which there is no Bargaining Unit Member on layoff, the Bargaining Unit Member with the highest overall effectiveness rating who is qualified for the position shall be given the opportunity to fill that position. The recalled employee shall be placed on the appropriate step of the salary schedule for that position based on the grade of the position and the employee's years of service. Bargaining Unit Members shall not lose their placement on the recall list if they accept or reject a position to a lower job classification.

While on layoff, a Bargaining Unit Member does not accrue service credit for the purpose of salary increments or years of experience but maintains previously accrued years of service and experience.

No new positions will be filled by new employees until all personnel on the reduction in force list have been recalled, except if all personal on the list are not certified for the vacancy. If a certified applicant is not available for the vacancy, then personnel on the

recall list without the necessary certification shall be offered the position, provided that such personnel can obtain temporary certification and are willing to take and fulfill all requirements necessary to become fully certified in the area of need.

### **23.11 UNCERTIFIED TEACHERS**

In the event that a certified teacher is hired to fill a position currently being filled by an uncertified teacher, the uncertified teacher shall be given at least seven (7) day notice prior to being terminated. All reasonable efforts shall be utilized to place the uncertified teacher in another vacancy should one exist. Should no vacancy exist, the position of a day to day substitute shall be offered.

Uncertified teachers terminated under the provisions stated in the preceding paragraph shall not have recourse under Articles 3, 23, and 25.

If there is a reduction in the number of teaching positions, causing an uncertified teacher to be laid off, as opposed to a certified teacher replacing an uncertified teacher, at least twenty (20) days prior notice is required.

### **23.12 SEVERABILITY OF PROVISIONS**

If any provision of this agreement or the application thereof is held invalid by a Court of Competent Jurisdiction, such invalidity shall not affect other provisions of this agreement, which shall be implemented without the provision(s) held to be invalid.

Any and all provisions of this agreement shall yield to applicable state laws in effect on the date when the provision is being interpreted by a Court of Competent Jurisdiction, whether statutory or not, when held to be in conflict with said law or laws.



## **ARTICLE 24**

### **CHILD CARE**

A. The Employer, recognizing the needs of working parents, agrees to the establishment of a "Child Care Committee" consisting of three (3) Bargaining Unit Members selected by the Association and three (3) management representatives.

B. A chairperson shall be selected by the Superintendent.

C. The Superintendent or his/her designee and the Association President shall initiate the formation of this committee no later than December 31, 2007.

D. The purpose of the Committee shall be to research the feasibility of establishing a child care facility for Employees of St. John Parish Public Schools. Provisions will be made to allow committee members to perform their functions partially during working hours without loss of pay.

## **ARTICLE 25**

### **FILLING OF VACANCIES AND TRANSFERS**

#### **25.1 FILLING OF VACANCIES**

##### **A. Identification of Vacancies**

1. All Employees will indicate their intention of employment for the ensuing school year on the proper form no later than January 30. This form shall be distributed to all Employees prior to January 15.
2. When vacancies occur, the Board shall post in each school building, in the central office, and email to every employee, a listing of all known and anticipated vacancies for the next school year by February 15. A vacancy is defined as a position that was filled after July 1<sup>st</sup>. This will be considered a temporary assignment.
3. The posting of these positions shall include, but not be limited to, teaching positions, non-certified positions, and specialist positions.

##### **B. Time Limitations and Priorities**

1. An employee can voluntarily request a transfer to another location or position and shall submit such request to the Superintendent from February 15<sup>th</sup> through March 15<sup>th</sup> on prescribed form which will be available in the central office and in all principals' offices from February 15<sup>th</sup> through March 15<sup>th</sup> of each school year. The prescribed transfer form will be emailed to all employees on February 15<sup>th</sup>.
2. The Association shall receive a copy of all transfer requests by April 15<sup>th</sup> of each school year.
3. Principals must interview all applicants, if eligible, who make a transfer request to their school if a position is open or if a position becomes open before July 1<sup>st</sup>.
4. Transfer requests may be made even if no vacancy exists. Transfer requests will be placed in the pool of transfers and this pool will remain active through July 1<sup>st</sup>. Voluntary transfer requests can be granted up to July 1<sup>st</sup>.
5. Pending requests for transfers from this pool will allow for applicants to be interviewed for position as they become available.

### C. Criteria for Voluntary Personnel

1. Transfer decisions shall be based upon performance, effectiveness, and qualifications as applicable to each specific position. *Effectiveness*, as determined by the Board's personnel evaluation program, shall be the primary reason for considering a transfer. Conversely, seniority or tenure shall not be used as the primary reason when making any decisions to transfer an employee.
2. A teacher transferred to a school or position must be certified and qualified for the position to which transferred. Should a person request reassignment to a lesser position, such personnel, upon reassignment, shall be placed in the salary schedule at the level of the new position.
3. Transfers shall not be used to circumvent the completion of the remediation process as detailed in the St. John the Baptist Parish Personnel Evaluation Plan. Any teacher currently under a remediation plan cannot apply for a transfer until such remediation is complete.

### D. Involuntary Transfers

1. In the event a Bargaining Unit Member is involuntarily transferred due to a decline in enrollment at the site or position, and the position is restored within one school year, said Bargaining Unit Member shall have the opportunity to return to that position the next school year. In filling such positions, preference shall be given to the most senior employee for return to previous school or site.

## **ARTICLE 26**

### **JOB DESCRIPTION AND CLASSIFICATION**

#### **26.1 JOB DESCRIPTIONS DEVELOPED AND DISTRIBUTED**

Job descriptions will be developed before all permanent positions are filled, except in an emergency. In an emergency this position will be considered an acting position. Before the acting position is filled permanently a job description will be developed, approved by the Board and the position advertised. All new job descriptions are developed that describe and define the duties and job responsibilities for each job classification/title. Copies of job descriptions shall be made available to Bargaining Unit Members and to the Association.

The affected Employee(s) shall be allowed input regarding new or changed job descriptions by meeting with the Board or its designee to discuss the job description. The Employee may have Association representation.

Job descriptions shall include, but not be limited to:

- D. Job title/description
- E. Minimum Requirements
- F. A specific listing of required tasks and responsibilities

#### **26.2 EVALUATION AND JOB DESCRIPTIONS**

The evaluation of Bargaining Unit Members' work performance shall include tasks and job responsibilities listed within the job description.

## **ARTICLE 27**

### **COMPENSATION AND RELATED PROVISIONS**

#### **27.1 LIFE INSURANCE**

The Board shall provide term life insurance for each Employee in the amount of \$2,000 and then 50% of the basic group term life class 4 which is teachers/other active employees.

#### **27.2 RETIREMENT FUND CONTRIBUTIONS**

The Board shall continue to pay the Employee's portion of each Employee's contribution to the retirement system for all Employees actively being paid.

#### **27.3 RETIREMENT FUND PLACEMENT**

If an Employee has been placed in the wrong retirement plan through administrative error, then the Board shall assume all costs in the appropriate placement of the Employee, effective July 1, 1991.

#### **27.4 INSURANCE ALLOTMENT**

The Board shall pay at least 97% of the total single plan premium, at least 85% of the total two-party premium and at least 79% of the total family plan premium. If two or more different plan types are offered, these percentages will be applied to the low(est) deductible plan.

#### **27.5 CAFETERIA PLAN**

The Board will continue its present practice regarding the Employee's participation in a "cafeteria plan" in accordance with Section 125 of the Internal Revenue Code.

#### **27.6 SELECTION OF CARRIER**

A. The Board shall provide the Association input into the selection process for determining the providers for the Employee fringe benefit programs (i.e., hospitalization, life, etc.) through the established Board/Association Insurance Committee.

B. This Joint Insurance Committee shall consist of five (5) members appointed by the Association and five (5) members appointed by the Board.

#### **27.7 TWELVE-MONTH COVERAGE**

The Board-provided insurance shall be for twelve (12) consecutive months.

## **27.8 NEW EMPLOYEE COVERAGE**

Employees new to the parish will be covered by all Board-provided insurance programs in accordance with the plan.

## **27.9 MILEAGE**

Employees shall be paid the IRS approved rate for all approved mileage to perform their assigned duties.

## **27.10 PAYROLL INSTALLMENTS/PAY DATES**

Employees shall be paid in twelve (12) equal installments per year. The official pay date will be the 20<sup>th</sup> of the month. If the 20<sup>th</sup> falls on a weekend, the pay date will be the Friday prior to the 20<sup>th</sup>. If the 20<sup>th</sup> falls on a holiday, the pay date will be the last official workday prior to the holiday. Payroll will be mailed at least two days prior to the official pay date. All new employees will be required to have their payroll direct deposited. All existing employees will be required to have their payroll direct deposited by June 30, 2010. The pay dates will be posted on the school board's web site. The pay dates for 2008-2009 through 2011-2012 will be mutually agreed upon.

## **27.11 SALARIES**

### **A. Salary Schedules**

1. The salary schedule shall be effective July 1<sup>st</sup>, for each job classification and posted on the Boards Web Site. The salary schedule is part of this agreement.
2. Should the Legislature enact any increase to any employee salary during the life of this Agreement, the increase will be added to appropriate salary schedules.

## **27.12 SUPPLEMENTAL JOBS**

### **A. Supplemental Jobs Added to the Salary Schedule**

1. The supplemental pay schedule shall be set forth into the salary schedule which is attached to and incorporated into this Agreement.

B. Supplemental Jobs Payroll Procedures

1. Supplemental pay shall be added to the employee's salary and paid in equal installments each pay period.

**Addendum to Article 27**

The Board agrees to add at least \$2,000 as a recurring raise to the salary schedule of all bargaining unit members effective the 2007-2008 fiscal/school years. The SJAE agrees not to reopen for wages for one-time payments for the 2007-2008 fiscal/school years.

## **ARTICLE 28**

### **EFFECT OF AGREEMENT**

#### **28.1 COMPLETE UNDERSTANDING**

This Agreement constitutes the complete understanding between the St. John the Baptist Parish School Board and the St. John Association of Educators (SJAE).

#### **28.2 CONTRACTUAL AMENDMENTS**

This Agreement shall constitute a binding obligation on both the Employer and the Association and the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in a written and signed amendment to this Agreement.

#### **28.3 INDIVIDUAL CONTRACTS**

Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms and conditions of this or subsequent agreements to be executed by the parties.

#### **28.4 CONTRACT VS. BOARD POLICY**

The parties to this Agreement specifically agree that any policy, practice, rule, or regulation of the Board in existence on the effective date of this Agreement with any provision of this Agreement is superseded and replaced by the applicable provision(s) of this Agreement. During the life of this Agreement, the Board agrees not to adopt any policy, practice, rule, or regulation that conflicts with any provision of this Agreement.

#### **28.5 SAVINGS CLAUSE**

If any provision of this Agreement, or any application of this Agreement to any Employee or groups of Employees in the Bargaining Unit is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In this event, the Board and the Association shall meet within two (2) weeks, in a good faith effort to reach a decision as to the need for substitute action.



## **ARTICLE 29**

### **DURATION**

#### **29.1 DURATION**

This Agreement shall be effective on January 1, 2019 and shall be continued in full force and in effect until June 30, 2022 subject to wage and benefit reopener.

This agreement shall not be extended orally and shall expire at 11:59 P.M., June 30, 2022.

## **APPENDICES**

The following appendices are included and incorporated in this Agreement but are printed under a separate cover.

- A. SCHOOL CALENDAR
- B. GRIEVANCE REPORT FORM
- C. CERTIFIED EMPLOYEE SALARY SCHEDULE
- D. NON-CERTIFIED SALARY SCHEDULE
- E. SUPPLEMENTAL SALARY SCHEDULE



**ST. TAMMANY FEDERATION  
OF TEACHERS AND SCHOOL EMPLOYEES**

and

**ST. TAMMANY PARISH  
PUBLIC SCHOOL SYSTEM**

***COLLECTIVE  
BARGAINING  
AGREEMENT***

**2020 – 2024**

AGREEMENT

Between the

ST. TAMMANY FEDERATION OF TEACHERS

AND SCHOOL EMPLOYEES

and the

ST. TAMMANY PARISH SCHOOL BOARD

• • • •



INTRODUCTORY

St. Tammany Federation of Teachers and School Employees

19295 Third Street, Suite 8  
Covington, LA 70433  
(985) 641-6477

EFFECTIVE

December 16, 2020 Through June 30, 2024

OFFICERS

Patricia Craddock ..... Interim President  
Leslie Hano ..... Interim Executive Vice President  
Yolonda Balancier ..... Treasurer  
Stephanie Underwood ..... Secretary  
Michelle Brooks ..... Delegate  
Kathy Crawford ..... Delegate  
Orlando Green ..... Delegate  
Brant Osborn ..... Delegate  
Landon Washington ..... Delegate





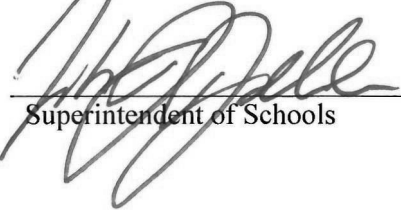
For the St. Tammany Federation  
of Teachers and School Employees

  
Interim President

  
Interim Executive Vice President

For the St. Tammany Parish  
School Board

  
President

  
Superintendent of Schools





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**PROVISIONS  
COMMON TO ALL EMPLOYEES**

**COMMON TO ALL EMPLOYEES**



**PROVISIONS COMMON TO ALL EMPLOYEES**

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**PROVISIONS COMMON TO ALL EMPLOYEES**

**ARTICLE I - GENERAL DEFINITIONS**

**Principal** means any school-based administrator.

**Building representative** means the employee designated by the Federation as its agent at any particular work location.

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

**School** means any work location where teachers and employees are regularly assigned.

**Employee** means a member of the Bargaining Unit.

**Bargaining Unit Member** means an employee of the Board covered by the terms and conditions of this Agreement. The singular shall include the plural. The masculine shall include the feminine.

**Board** means the St. Tammany Parish School Board or any successor Board elected during the term of this Agreement or any person or persons designated by the Board as its representative.

**Superintendent** means the Superintendent of Schools or designee.

**Federation President** means the president of the St. Tammany Federation of Teachers or designee.

**Competing Organization** means any for profit or nonprofit corporation, partnership or unincorporated association which actively competes or campaigns for or against collective bargaining rights or which seeks to represent members of the Bargaining Unit for purposes of collective bargaining, or which seeks ballot status in collective bargaining elections irrespective of whether such organization characterizes itself as a "labor" organization.

**Supervisor of Administration** means the individual holding that position or his designee.

**Representative** means Federation representative unless specified to the contrary.

**Worksite** means any work location where employees are regularly assigned.

**ARTICLE II – COMPENSATED LEAVE TIME**

**Section 2:01 – Bereavement Leave**

Sick and/or emergency leave earned each fiscal year may be used by an employee for purposes of bereavement. Although an employee may use three (3) of his or her days of sick and/or emergency leave each year as “personal days,” bereavement days will not be considered personal days.

**Section 2:02 - Court Proceedings and Attendance**

An employee who is subpoenaed by the Board, or otherwise required by the Board, to appear in court or attend a deposition at a time outside of the employee’s work year shall be compensated at the employee’s daily rate of pay.

**Section 2:03 - Disaster Leave**

If a disaster shall occur or be imminently threatened compelling the Superintendent to close schools or to direct employees at such schools, in whole or part, to leave the premises, the employees so affected shall not suffer any loss of pay or benefits.

**Section 2:04 - Extended Sick Leave**

Employees shall be entitled to extended sick leave in accordance with Louisiana Revised Statute.

**Section 2:05 - Judicial Proceedings Leave**

(a) An employee summoned or selected for federal or state jury duty will receive his regular rate of compensation for the duration of such service, without loss of pay or benefits, provided he remits any monies received for such jury service (other than reimbursement for meals and travel) to the Board. Employees shall be responsible for submitting verification for their summons or selection for jury duty and for reporting any compensation received as a juror to the Superintendent.

(b) An employee subpoenaed as a witness in a judicial proceeding shall suffer no loss of pay or benefits during the period of his attendance. The employee shall notify his principal of such subpoena being served as promptly as possible and shall advise of such proceedings in sufficient detail to permit a determination of the applicability of this Section. Upon request of the principal, the employee shall also furnish a copy of the subpoena. The employee shall remit to the Board any monies received in connection with such proceeding other than as reimbursement for meals and travel.

**Section 2:06 - Leave for Military Reserve Call Out**

Employees 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 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.

**Section 2:07 - Leave/Loss of Pay - School Closure**

An employee who has prearranged or is on continuing personal or sick leave shall not lose pay for leave time on days when the school is closed.

**Section 2:08 - Personal Leave**

Each employee shall be allowed to use up to three (3) days of his sick and/or emergency leave earned each school year for purposes as may be determined by the employee. The employee requesting such leave shall give his principal at least 24 hours notice prior to taking the leave. Personal leave shall not be accumulated from year to year, nor shall personal leave be compensated for upon death or retirement.

**Section 2:09 - Sick and/or Emergency Leave**

Each employee hired for the school year who reports for duty and actually performs work during that school year shall be entitled to a minimum of ten (10) days of leave time, without loss of pay or benefits, which shall be used for personal illness or emergency.

“Emergency” is defined for purposes of this Section to mean a sudden, unavoidable occurrence requiring immediate action.

Any portion of an employee’s sick and/or emergency leave not used in a given year shall be accumulated without limitation and carried forward to the next school year.

Employees who are hired and report after the beginning of the school year shall be credited with one (1) day per month for sick and/or emergency leave, without loss of pay or benefits, for each of the remaining months of the school session.

All sick and/or emergency leave granted under this Section which is accumulated by each employee shall be vested in the employee by whom such leave has been accumulated.

When an employee is absent for six (6) or more consecutive days because of personal illness, he shall be required to present a certificate from a physician certifying such illness.

Upon the retirement of any employee, or upon his death prior to his retirement, the Board shall pay to such employee or to his heirs or assigns, whatever sick and/or emergency leave has accrued to such employee but which remains unused at the time of his retirement or at the time of his death prior to retirement, not to exceed 25 days of such unused leave time. Such pay shall be at the rate of pay received by the employee at the time of retirement or death prior to retirement.

The sick leave balance of an employee who resigns and is rehired will be reinstated upon the return to work if leave is still available.

Nothing contained herein shall be construed to abrogate any right provided under state law for an employee to apply unused accumulated sick and/or emergency leave towards service credit for purposes of computing retirement benefits.

**ARTICLE III – DISCIPLINE**

**Section 3:01 - Complaints Against Employee**

(a) If an employee shall become the subject of a complaint:

- (1) Any discussion between the Administration and the employee regarding the allegation shall be conducted in a private setting;
- (2) Prior to any final action of a disciplinary nature being taken, a disciplinary conference shall be conducted between the administrator and the employee in accordance with the provisions of this Article;
- (3) The Administration shall, at all times, proceed in a manner which assumes the innocence of the employee until such time as the allegation is supported by evidence to the contrary; and
- (4) At any disciplinary conference, the employee may be accompanied by a Federation representative.

(b) The Board shall defend and hold harmless any employee for actions fully within the course and proper scope of employment as is provided in La. R.S. 17.416.3 and 17.416.4.

(c) Complaints involving corporal punishment and/or moral offenses concerning students which become the subject of any disciplinary conference shall be reduced to writing with sufficient specificity to fully apprise the employee of the nature and substance of the allegations along with the identity of the

person(s) making the allegations. A period of at least 72 hours will be allowed by the principal or administrator who called the disciplinary conference for the employee to prepare a response to the allegations. No decision regarding discipline will be made prior to expiration of the 72-hour period or prior to receipt of the employee's response, whichever occurs first.

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

**Section 3:02 - Just Cause Procedure**

(a) Prior to taking disciplinary action against any employee, the employer shall convene a conference with the employee unless otherwise agreed by the employee and employer. Forty-eight (48) hours of notification shall be given to the employee in order to secure representation. The employee shall appear with his Federation representative unless he expressly disclaims the representation of the Federation. If he disclaims the representation of the Federation, he shall so indicate on an official disclaimer form to be printed in quadruplicate and made available by the Board. One (1) copy of the disclaimer form shall be placed in the employee's personnel file, one (1) copy shall be given to the employee, one (1) copy shall be given to the Superintendent and one (1) copy shall be given to the Federation.

No more than two (2) representatives shall be present and speak on behalf of an employee at disciplinary conferences without the consent of the principal, supervisor or administrator conducting the conference. By Federation representative is meant any individual, exclusive of legal counsel, allowed by the Federation to represent Federation members and Bargaining Unit employees.

(b) One purpose of this conference will be to fully explain to the employee the reasons why disciplinary action is being considered or why it may be warranted before any discipline is imposed.

(c) Another purpose of the conference is to give the employee the opportunity to present any information, evidence or mitigating circumstances which he believes should preclude or moderate any disciplinary action.

(d) The employee's building level file shall be available at this conference for review by the employee and by the employee's Federation representative if the conference is held on building grounds. If there is a dispute concerning what is or is not contained in the employee's official personnel file, meaning the file maintained by the Department of Human Resources, this file shall also be available for review before the conference is concluded. The official personnel file shall always be available for review if the disciplinary conference is held at the School Board office.

(e) If imperative or special circumstances make the convening of an informal disciplinary conference impossible or impractical within a reasonable period of time, it shall not be required to convene such a conference.

(f) After conclusion of a disciplinary conference, the administrator conducting the conference shall make his decision, in writing, with a copy to the employee involved. If the decision involves the suspension, dismissal, nonrenewal of an employee's Agreement or demotion in rank of a tenured employee, he shall make his recommendation in writing to the Superintendent with a copy to the employee. The Superintendent shall either affirm, modify or overrule this written recommendation.

(g) Bargaining Unit members who no longer are employed by the Board shall retain the right to grieve within the grievance time frame alleged violations of this Agreement which occurred during their employment or concurrent to their involuntary termination.

(h) Anonymous complaints shall not be used as the basis for an employee's reprimand, criticism or discipline.

**Section 3:03 - No Discipline Except with Just Cause**

No employee will be arbitrarily disciplined or disciplined on account of whim or caprice. As used herein, the term "discipline" includes notices of verbal warning or verbal reprimand reduced to writing, written warnings and written reprimands, suspensions and discharges or dismissals.

In the event a non-tenured employee is dismissed, discharged, removed or suffers nonrenewal of his contract, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 3:02 – Just Cause Procedure, following which the employee may petition the Board for a hearing, which such hearing shall be granted if a majority of the Board votes to hold the hearing.

When disciplinary action is taken, written notice of the reason for the disciplinary action will be mailed to the employee's last known home address or delivered by hand to the employee.

**Section 3:04 - Public Reprimand Prohibited**

The Board agrees that it is inappropriate to reprimand employees in the presence of other employees, students, parents or others. No employee shall be reprimanded in front of any parent, teacher, pupil or other person except within the context of a grievance or disciplinary hearing or disciplinary conference. It is also understood by the parties that the provisions of this Article will not apply to any "reprimand" delivered in public during the course of a public confrontation or disturbance created by an employee, when the employee has refused a directive to retreat for a private discussion.

**Section 3:05 - Sexual Harassment**

A sexual harassment complaint by an employee against another employee or against a supervisor shall be processed and resolved in accordance with the Board's policy on sexual harassment. In situations where the Superintendent determines that an employee has committed a serious violation of the sexual harassment policy, the parties agree that the Superintendent may transfer said employee involuntarily and that the involuntary transfer provisions of this Agreement may be superseded. However, the Board's sexual harassment policy shall not supersede the discipline or grievance and arbitration provisions of this Agreement which may be invoked by any employee disciplined or involuntarily transferred.

**ARTICLE IV - CRITICAL SHORTAGE**

In the event the job classification covered by this contract becomes a critical shortage classification, the Superintendent may develop and implement a critical shortage plan for the purpose of hiring and retaining employees in this classification. Before implementing such a plan, the Superintendent will consult and work with the Federation President in developing the plan.

**ARTICLE V - DURATION OF AGREEMENT**

This Agreement shall be effective from 12:01 a.m. on the day following ratification and shall continue in full force and effect until 12:00 a.m. (midnight) on June 30, 2024 (four-year Agreement).

Said Agreement shall also continue in full force and effect from 12:01 a.m. on December 16, 2020, until the occurrence of one (1) of the following three (3) events, whichever should occur sooner:

- (1) Ratification of a successor Agreement;
- (2) Receipt by the Board's chief negotiator of a written notification from the Federation indicating that the Federation no longer wishes to extend the Agreement, whereupon the Agreement will remain in effect until 12:00 p.m. (noon) on the third day following delivery of the notice; or
- (3) Receipt by the Federation's chief negotiator of written notification from the Board's chief negotiator indicating that the Board no longer wishes to extend the Agreement, whereupon the Agreement will remain in effect until 12:00 p.m. (noon) on the third day following delivery of the notice.

**ARTICLE VI - 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 or activity in furtherance of the Federation. The parties acknowledge the desirability of active recruitment of employees to produce a professional staff that mirrors the racial makeup of the population of the Parish.

**ARTICLE VII - FEDERATION HEALTH & WELFARE FUND**

The Board will make annual contributions to a Federation Health & Welfare Fund as may be established hereunder, in which all Bargaining Unit employees represented by the Federation may participate under the following terms and conditions:

- (1) The Fund must be an ERISA qualified fund and must provide for health and welfare benefits, as permitted by law, only for employees of the Board and officers and staff of the Federation. Any contributions for Federation employees shall be made by the Federation.
- (2) The Fund may provide for varying levels of participation and benefits provided the Fund does not discriminate on an arbitrary or unlawful basis.
- (3) The Board shall not guarantee any particular benefit or level of benefits, nor shall the Board be obligated or responsible in any manner whatsoever to make up any unfunded liability as may accrue.

- (4) The Board's sole responsibility and obligation with respect to the Fund shall be to make the contribution(s) specified hereunder, and nothing contained herein shall be construed as creating any additional obligation on the part of the Board.
- (5) The Fund's trustees shall be seven (7) in number and be appointed by the Federation. Only employees of the Board and officers and staff of the Federation shall be eligible for trusteeship. Trustees shall serve without compensation.
- (6) The Board's annual contribution to the Health & Welfare Fund during the term of this Agreement shall be \$660,000 per contract year.
- (7) The Federation must supply the audited financial statement for the Health and Welfare Fund each calendar year no later than June 30.

## **ARTICLE VIII - FEDERATION RIGHTS**

### **Section 8:01 - In General**

The St. Tammany Federation of Teachers and School Employees, as affiliated with the Louisiana Federation of Teachers and the American Federation of Teachers, has been selected by majority of the members of the Bargaining Unit as the collective bargaining representative. Considering that the St. Tammany Parish School Board granted its employees the right to choose a collective bargaining representative and further considering that the choice of those covered by this Agreement was the St. Tammany Federation of Teachers and School Employees, the St. Tammany Federation of Teachers and School Employees shall be granted certain rights, as specified in this Article which shall not be granted to any competing organization.

### **Section 8:02 - Board Appearances - Collective Bargaining Issues**

The Board shall not allow any representative of any competing labor organization to address, during any official meeting of the Board, matters relating to employee grievances, negotiations in progress, or wages, hours and other terms and conditions of employment.

### **Section 8:03 - Distribution of Materials**

(a) The Federation shall have the right to distribute Federation materials and literature to Bargaining Unit members. Distribution of such materials shall be made only by authorized representatives of the Federation. All materials distributed by the Federation shall bear the name of the Federation. It is further provided that such communications shall not include materials which are oriented in any manner whatsoever to the candidacy of persons for national, state or local political office. No competing organization shall be extended this right.

(b) No competing labor organization shall have the right to distribute literature at the worksite.

### **Section 8:04 - Dues Deduction and Indemnification**

(a) Employees shall have the right to request that any dues they have agreed in writing to pay to the Federation be deducted from their paychecks and remitted directly to the Federation. Upon receipt of a properly executed authorization form from the employee involved, the Board will deduct from the employee's paycheck whatever dues the employee has agreed to pay to the Federation during the period provided in said authorization. In the event there is an authorized change in the amount of dues to be deducted for any employee, the Federation shall provide the Board with the name and the new amounts to be deducted for that employee. There will be no charge for reimbursement by the Board in making routine deductions, changing the amount of deductions or in adding employees to the list of those authorizing deductions.

(b) The Federation agrees to indemnify, hold harmless and defend the Board in the event any member or members of the Bargaining Unit take any legal action against the Board as a result of any dues deduction or as a result of the Board discontinuing the dues deduction presently in place with respect to any competing labor organization.

(c) Authorizations by employees for deductions of Federation dues shall remain in force from year to year unless revoked by the employee within the month of July each year. This revocation must be in writing to the Payroll Department and Federation.

(d) All authorizations for dues shall cease to be effective upon an employee's separation of employment from the Board.

(e) Dues deducted in accordance with the provisions of this Section will be promptly remitted to the Federation in accordance with present practice.

(f) No competing organization shall be extended this right.



(g) In the event legislation is passed during the life of this Agreement allowing for Agency Shop or Fair Share Provisions, the Board agrees to negotiate with the Federation regarding such provisions and their implementation and will not consider the contract as a bar to such negotiations.

**Section 8:05 - E-Mail**

With the approval of the Superintendent, the Federation shall have the right to submit communications to the Superintendent's office for placement on the E-Mail system. No competing organization shall be extended this right.

**Section 8:06 - Employee Informational Sheet**

After it becomes available and upon written request to the Informational Technology Department, the Board shall provide the Federation with a copy of the employee informational sheet (listing name, address and telephone number) for each worksite.

**Section 8:07 - Federation Bulletin Boards**

The Federation shall have the continued use of bulletin boards currently set aside for Federation use in the employee lounge or common employee work area in each school for the posting of notices and other materials relating to Federation activities. The Federation shall have the right to provide at each new school site, a 3' x 3' bulletin board to be placed in the faculty or employee lounge. The bulletin board shall be identified with the name of the Federation and shall be reserved exclusively for Federation materials. Any authorized representative of the Federation may post materials on the bulletin board. All materials placed on this bulletin board shall bear the name of the Federation. It is further provided that such communications shall not include materials which are oriented in any manner whatsoever to the candidacy of persons for national, state or local political office. No competing organization will be extended this right.

**Section 8:08 - Internal Mail Service**

The Federation shall have the right to use the internal mail delivery system of the Board for official Federation communications provided that such communications are (1) addressed and properly bundled, (2) in containers no larger than 16" x 24" x 3", and (3) sorted by driver and destination. The Federation will bring the materials to be distributed to a school board delivery pickup site. It is further provided that such communications shall not include materials which are oriented in any manner whatsoever to the candidacy of persons for national, state or local political office. No competing organization shall be extended this right.

**Section 8:09 - Interview Committee - Prospective Administrators**

Faculty representatives on committees established to interview prospective administrators shall be elected by the certificated employees at the school or worksite where the administrator will be assigned.

**Section 8:10 - Leave for Federation Business**

Employees selected by the Federation shall be granted leave to attend to Federation business on behalf of the Bargaining Unit; however, leave will not be granted for more than sixteen (16) employee workdays each school year, and no single employee may be absent on such leave more than four (4) workdays. In the event the Federation desires to utilize this option, a maximum of three (3) representatives shall be excused without loss of pay or benefits, but with the cost of any substitutes required to be borne by the Board. Any employee on a remediation program shall not be eligible for this special Federation leave. Notification of intention to apply for such leave days must be filed by the Federation for the employee seeking the leave with the Superintendent's office at least ten (10) days in advance of the leave.

**Section 8:11 - Mailboxes**

At least one (1) mailbox will be provided at each worksite for each Bargaining Unit classification.

**Section 8:12 - Matters of Mutual Concern**

The Superintendent, and/or designee, shall meet at a mutually agreeable place and time with the Federation President or designee to discuss matters of mutual concern directly affecting the implementation of this Agreement. Similarly, the worksite supervisor and the Federation building representative will meet by mutual agreement to discuss implementation of this Agreement and matters of mutual concern relating to the worksite. Either party, management or Federation, may request such meetings, but neither may demand one. No competing organization shall be extended this right.

**Section 8:13 - New Employees List**

After it becomes available and upon written request to the Department of Human Resources, the Board shall provide the Federation with a list of new employees hired for the school year.

**Section 8:14 - Notice of Board Meetings**

The Board shall make available to the Federation President a copy of the agenda of scheduled monthly Board meetings, including all reports and attachments, excluding confidential information or information earmarked for executive committee, as soon as the same is available to Board members. In the event of a

specially called meeting of the School Board, the Board agrees to notify the office of the Federation of the time and place of such meetings and, where appropriate, of the agenda for the meeting. Such notifications shall be given promptly following the official call of the meeting. The Federation President shall also be provided with a copy of the official minutes of each Board meeting within five (5) working days of the Board's approval of those minutes or at the time of release for publication in the Board's official journal. No competing organization will be extended this right.

**Section 8:15 - Notice of Changes in General Employment Policies**

The Board shall make available to the Federation President copies of all notices affecting the terms, conditions or requirements of employment for those covered by this Agreement as well as those affecting changes in general employment policies or regulations.

**Section 8:16 - Orientation**

If the Board shall conduct orientation meetings for new employees, such as beginning employee orientation, or new employee sign-up days, the Federation President or designee shall have the right to be placed on the agenda to address the employees. The Federation shall have the right to set up a display table, distribute materials and engage in organizational activities which are non-disruptive of the orientation program. No competing organization shall be extended this right.

**Section 8:17 - Paraprofessionals and School-related Personnel Recognition**

The Board and the Federation have expressed an interest in designating one (1) workday each year as PSRP Day. The parties agree that PSRPs are deserving of a recognition day similar to Teacher's Day and Secretary's Day.

**Section 8:18 - Printouts and Labels**

After it becomes available and upon written request to the Informational Technology Department, the Board shall provide the Federation with computer printouts and labels for members of the Bargaining Unit and/or the Federation.

**Section 8:19 - Recognition at Board Meetings**

The Federation may request to be recognized during any Board meeting when matters of concern to the Federation are discussed whether or not the Federation placed a formal request to appear on the agenda. The Board President will determine whether or not the request will be granted and, if granted, will determine the time limit of the appearance. No informal request to appear will be granted if the topic the Federation wishes to address was discussed in Committee and the Federation did not attend the Committee. No competing labor organization will be extended this right.

**Section 8:20 - Reimbursement for Substitutes**

Substitutes shall be provided for all released employees on the Federation bargaining team when negotiations occur during regular school hours.

**Section 8:21 - Representation on Committees**

(a) Should the Board establish a system-wide committee consisting, in whole or part of Bargaining Unit members, to report on work practices, work rules, work policies or employee benefits, the Federation shall appoint the Bargaining Unit members.

(b) All classroom teachers, counselors, librarians and other certified personnel will be allowed to participate on committees established by their principals to assist in determining class scheduling. Where no committee exists, certified personnel may give their class scheduling suggestions directly to the principal.

(c) In the event the Board should form a committee during the term of this Agreement, the employee representatives will not be appointed by any competing labor organization.

**Section 8:22 - School/Site Visitation**

Authorized representatives of the Federation shall be the sole collective bargaining representatives of the employees covered by this Agreement, permitted to administer this Agreement and handle grievances on school property. The Federation representative shall make known to the principal, or designee, that he is present on school property. Meetings with employees shall not be disruptive and shall be held during times when employees are free from any responsibility to supervise students. In no event shall more than three (3) authorized representatives, not to include the building representative, be present in any single work location without the express consent of the principal or site administrator. No competing organization shall be given access to school property to visit and confer with employees covered by this Agreement or for any other purpose.

**Section 8:23 - Use of Facilities**

The Federation shall have the right to use school facilities for its meetings under the following circumstances:

- (1) The Federation shall give the building principal or site administrator at least three (3) calendar days' notice of a request to use the facility or at least one (1) calendar day notice if 80% or more of those for whom the meeting is being called are regularly assigned to the work location at which the meeting is to be held;
- (2) The facility is available and its use will not interfere with any school function;
- (3) If requested, the Federation will promptly reimburse the Board for custodial or other cost occasioned by such use if for large groups or special events; normal meeting use by the Federation shall incur no cost if a custodian is not required on call out; and
- (4) Use of facilities will only be allowed outside of school attendance hours. When feasible, use of those schools designated as community education sites may be required.

This Section shall not be applicable to any meetings of more than ten (10) persons (exclusive of Federation officers and staff) if less than 90% of those expected to attend are employees of the Board. No competing organization shall be extended this right.

## **ARTICLE IX - GENERAL PROVISIONS**

### **Section 9:01 - Agreement Amendments**

If the passage of any local, state or federal law, or any court decision, or any decision of any administrative agency having jurisdiction, all appeals having been exhausted, require modification or amendment of this Agreement, the parties will bargain regarding such modification or amendment. Any agreement reached pursuant to such bargaining shall be reduced to writing and upon ratification, shall be signed by the parties and become an amendment to this Agreement. All other provisions of this Agreement shall continue in effect.

### **Section 9:02 - Complete Understanding**

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 terms and conditions set forth herein represent the full and complete understanding and commitment between the parties and they supersede and shall have precedence over any contrary or inconsistent rules, regulations or practices of the Board with respect to Bargaining Unit personnel.

### **Section 9:03 - Cost of Printing**

The cost of printing the Agreement shall be shared by the Federation and the Board. The printer shall be agreed upon by the Federation and the Board.

### **Section 9:04 - Distribution to New Employees**

Each newly hired employee covered by this Collective Bargaining Agreement shall receive a copy of the Agreement from the Federation no later than five (5) working days after commencement of employment or 15 working days after the Agreement has been printed, whichever shall last occur.

### **Section 9:05 - Federation Identification**

The Agreement shall include an introductory page which contains the following information: Federation address, Federation phone number and Federation officers. The outside back cover (or an alternate placement as may be mutually agreeable to the parties) shall include a reproduction of the logo of the Federation. The size of the Agreement shall not exceed 8½ x 11 inches; point size of type shall not be less than 10 points.

### **Section 9:06 - Form of Printed Agreement**

The Agreement shall be printed and distributed to all members of the Bargaining Unit, all St. Tammany Parish School Administrators and all members of the Board in a form to be agreed upon by the Superintendent, or designee, and the Federation President, or designee. Sufficient copies shall be prepared so each party shall also receive a reserve supply equal to 20% of the total required by the first sentence of this Section.

### **Section 9:07 - Savings Clause**

If any provision of this Agreement is held to be contrary to law or void or is invalidated by any court of competent jurisdiction, or by any administrative agency having jurisdiction, all appeals having been exhausted, then such provision shall not be applicable or performed or enforced except to the extent permitted by law, but all other provisions shall be continued in full force and effect.

### **Section 9:08 - Successorship**

This Agreement shall be binding upon the Board and upon its lawful successors. The election of any new or additional Board members shall not in any manner derogate from any of the rights or obligations undertaken herein.

## **ARTICLE X - GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 10:01 - Statement of Cooperation**

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

### **Section 10:02 - Definition of Grievance**

A grievance is a complaint by an employee, by a group of employees or by the Federation that there has been, according to the grievant, a violation, misinterpretation or inequitable application of any provision of the Agreement. Accordingly, the parties agree that any and all disputes arising under the terms and provisions of this Agreement or involving its interpretation shall be resolved in accordance with the grievance and arbitration procedures established herein, with the exception that any grievance involving the removal, discharge or constructive discharge of an employee or involving the disciplinary demotion or reduction in rank of a tenured employee, shall be heard and resolved in accordance with provisions of Article III – Discipline (Provisions Common to All Employees), instead of through grievance and arbitration.

### **Section 10:03 - General Provisions**

(a) Each formal statement of a grievance must contain the question at issue, a statement of facts, the specific Article of this Agreement which allegedly is being violated, the relief requested, the signature of the grievant and the signature of an authorized Federation representative. However, if the individual bringing the grievance declines representation by the Federation as provided in Section 10:03 (c) below, the signature of an authorized Federation representative is not required, nor will the signature of an authorized Federation representative be required in the situation where the grievant does not wish to disclaim Federation representation but the Federation indicates in writing that it does not wish to pursue the grievance. Any grievance not bearing the signature of an authorized Federation representative will not be processed unless it is accompanied by a disclaimer form or by a written communication from the Federation indicating that the Federation will not pursue the same.

(b) All grievances beyond the building level must be transmitted by U. S. Postal Service, certified mail, return receipt requested or personally delivered and receipted.

(c) An employee shall have the right of representation by the Federation, and only by the Federation, at all steps of the grievance procedure herein, or an employee may choose to decline Federation representation and represent himself. If an employee declines representation by the Federation, he shall do so on an official disclaimer form obtained from the Administration or from the Federation.

(d) The Federation retains its right to determine if any grievance, not withdrawn, may proceed to arbitration.

(e) Any employee required to participate at a grievance hearing or arbitration during his scheduled work time shall suffer no loss of pay, benefits or leave time thereby.

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

(g) Upon the failure of the Federation to process the grievance to its next step or to arbitration within the time limits provided in this Article, the grievance shall be deemed resolved by the decision at the prior step. Also, absent the authorization of the Federation, no employee may process a grievance past Step I, the Superintendent's level.

(h) Upon the failure of the Board to meet any time limit as prescribed in this Article, the grievance shall automatically be advanced to the next higher level.

(i) As used herein, "days" shall mean calendar days.

(j) Meetings held under the provisions of this Article shall be conducted at a time and place which will afford a fair and reasonable opportunity for the grievant, his representatives and witnesses to attend. When such meetings are held during school hours, the grievant, his representatives and any witnesses required shall be excused without loss of pay. In class grievances, the Federation shall be the representative of the class and shall act as the nominal grievant.

(k) All grievance and arbitration meetings and hearings shall be open to all grievants and non-sequestered witnesses. Such meetings and hearings shall also be open to representatives of the parties and to those charged with responsibility for conducting said meetings or hearings. All such hearings and meetings shall be closed to the press and to the general public except for any hearing or meeting required by law to be open.

(l) By mutual written agreement, the parties may bypass any step of the grievance procedure.

(m) Bargaining Unit members who no longer are employed by the Board shall retain the right to grieve within the grievance time frame alleged violations of this Agreement which occurred during their employment or concurrent to their involuntary termination.

(n) The authority of any arbitrator selected shall be limited solely to construing and interpreting the Agreement, and he shall have no power to add, to modify or subtract from any of the terms of the Agreement.

(o) The fees and expenses of any arbitrator selected under this Article shall be paid by the losing party in the event the grievance is either affirmed or denied in its entirety by the arbitrator. Should the grievance be affirmed in part and denied in part, the fees and expenses of the arbitrator shall be borne equally by the parties.

(p) Either party may request the presence of a court reporter for an arbitration hearing or for a hearing before the Board. If only one (1) party requests the presence of a court reporter, that party shall bear the cost of the reporter along with the cost of furnishing a copy of the reporter's transcript to the other party.

(q) If only one (1) party requests the postponement of an arbitration hearing, that party shall bear the cost of such a postponement.

(r) By mutual agreement, a grievance may be settled at any step without establishing a precedent.

(s) The parties may mutually agree to take any particular grievance to expedited arbitration.

(t) The Federation shall have the right to have its representatives present at all steps of the grievance and arbitration procedure save and except for such hearings as may be convened for purposes of discipline which the grievant demands be closed to the public and at which the grievant declines representation.

(u) No action may be taken by the Board against any employee because of his participation in a grievance.

(v) No competing labor or teacher organization or its representatives shall have the right to participate at any step/level of this grievance procedure.

**Section 10:04 - Grievance Step I - Superintendent's Level**

Within 15 calendar days of the occurrence of circumstances giving rise to a grievance or within ten (10) working days after an informal conference held in accordance with Article XII – Informal Complaints and Conference Procedure (Provisions Common to All Employees), whichever period is longer, the grievant shall submit the grievance in writing to the principal or supervisor whose action or inaction is being questioned. The grievant shall also provide the Superintendent and the Federation with a copy of the grievance. Upon receipt of the written grievance by the Superintendent, or designee shall place the grievance on the agenda for the next scheduled grievance meeting. If the Superintendent receives the written grievance less than three (3) days prior to a scheduled grievance meeting, unless the parties mutually agree otherwise, that particular grievance shall be held over to the next following grievance meeting. Grievance meetings shall be held at the School Board office beginning at 4:00 p.m. on the second Monday of each month, provided this date is not a school holiday. In the event it is a school holiday, the grievance meeting shall be held on the next Monday which is not a school holiday. The Superintendent shall provide the grievant(s) and the Federation with a written disposition of the grievance no later than seven (7) days following the grievance meeting.

**Section 10:05 - Grievance Step II - Board Level**

If the grievance is not resolved to the satisfaction of the Federation or the grievant at Step I, the matter may be appealed to the Board by the Federation giving notice thereof within ten (10) days after receipt of the Step I decision. The grievance appeal shall be in writing. Upon receipt of the written appeal, the Board shall arrange to hear the grievance as a full body or as a subcommittee of no less than three (3) members no more than 20 days after the Board's receipt of the written appeal. The Board shall provide the grievant and the Federation a written disposition of the grievance no later than seven (7) days following the grievance meeting.

**Section 10:06 - Grievance Step III – Arbitration**

(a) If not satisfied with the decision on any grievance rendered by the Board, the Federation may submit such grievance to arbitration by giving written notice to the Superintendent of its intent to arbitrate within ten (10) days from the date on which the Board's disposition is received.

(b) Within ten (10) days of submission of a written notice to arbitrate, the Federation shall request the Federal Mediation and Conciliation Service, in writing, with copy to the Superintendent, to immediately begin selection of an arbitrator. Such selection shall be in accordance with the procedures set out under the FMCS Rules and Regulations. If the Federation fails to request a panel of arbitrators within this period, the Board will have five (5) days thereafter to request an FMCS panel and proceed to arbitration.

(c) Following his selection, the arbitrator shall schedule a hearing at a time, date and place mutually satisfactory to the parties. If the arbitrator, for whatever reason, is unable to hold the arbitration hearing within four (4) months of the date he is notified of his selection, either party shall be free to reject the arbitrator and request that a new panel be submitted by the FMCS.

(d) The decision of the arbitrator shall be binding upon the parties.

## **ARTICLE XI - GROUP HEALTH AND LIFE INSURANCE BENEFITS**

### **Section 11:01 - Group Health Insurance for Full-Time Employees**

Considering the rising cost of health care, the fact that premiums are insufficient to pay for the benefits afforded employees and the inequity in the percent allocation of premium payments, these health care issues will be presented to the insurance committee for recommendation to the Board.

### **Section 11:02 - Group Health Insurance for Part-Time Employees**

The board may offer a group health plan for part-time employees which provides that participating employees will pay up to 100% of all group health premiums.

## **ARTICLE XII - INFORMAL COMPLAINTS AND CONFERENCE PROCEDURE**

A sincere attempt shall be made to resolve any complaint or potential grievance. The parties acknowledge that an employee and a principal or supervisor may resolve problems on the job through free and informal communications. Accordingly, any employee with a complaint, problem, or possible grievance may schedule an appointment with his principal. No principal shall refuse to informally meet with an employee. The employee shall have the right to have a building representative present at such a meeting, but it is not required.

The informal complaint and conference procedure is not part of the grievance procedure established in this Agreement and no decision made as a result of the informal conference shall establish prior practice or precedent.

If an employee requests an informal conference with his principal within ten (10) working days of the potential grievance arising and if the potential grievance is not resolved at the informal conference, it may be submitted within ten (10) working days of the informal conference as a grievance in accordance with Step I of the Formal Grievance Procedure hereunder.

The time limitation for the informal conference may be extended by mutual agreement of the employee and his principal.

Any documentation developed during the informal conference will not be placed in an employee's personnel file.

## **ARTICLE XIII - LEAVE WITHOUT PAY**

### **Section 13:01 - Family Leave**

(a) An employee will be entitled to family and medical leave in accordance with the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., as amended from time to time.

(b) The request for leave under this Section must be in writing on an application form as provided by the Department of Human Resources. The request for family leave shall be accompanied by a medical certification where appropriate. Medical certification shall be renewed and updated as the law may permit. Upon return from leave under this Section, the employee shall be returned to the school and assignment from which the leave was taken or to an equivalent position.

(c) Medical benefits will be continued during the leave provided the employee pays that portion of the premium he is required to pay under this Agreement.

(d) Employees who do not wish to return to the St. Tammany Parish School System from any leave of absence without pay shall inform the Superintendent in writing that they do not intend to return to the School System. Employees who do not notify the Superintendent of their intentions prior to the end of the leave shall be considered as having resigned from the St. Tammany Parish School System.

### **Section 13:02 - Military Leave**

Any employee who may enlist or be drafted into the armed forces of the United States shall be granted a military leave, without pay or benefits. Tenure rights that the employee had attained prior to leave shall not be affected. Within 30 days after discharge, the employee must apply to the Department of Human Resources for reinstatement. The employee shall then be reinstated based on his education and years of experience and in accordance with the salary then in effect. The employee shall be reinstated into his former position if same is available; otherwise, he shall be reinstated in a position of comparable status and

salary. While serving in the armed forces, the employee shall continue to accrue seniority under the provisions of this Agreement. The Board may transfer the employee to a position of comparable status and salary if, in the opinion of the Board, such action is beneficial to the System as a whole.

**Section 13:03 - Poll Officials' Leave**

An employee who wishes to serve as an official at the polls during an authorized city, parish, state or federal election shall be allowed to do so, provided the employee provides 24 hours of notification to his supervisor. Such leave shall be without pay.

**Section 13:04 - Public Service Leave**

Upon written application to the Superintendent, an employee elected or appointed to a local, state or national public office may be granted a leave of absence, without pay, benefits, or accrual of seniority for a period not exceeding one (1) year. The Board must determine that leave is in the best interest of the School System. The granting of such leave, or the failure to grant such leave, for any applicant shall not establish a precedent for any other applicant.

**Section 13:05 - Special Leave of Absence**

(a) An employee may be granted a leave of absence without pay for a period not exceeding one (1) year upon written application to the Department of Human Resources if, in the discretion of the Superintendent, such leave is in the best interest of the School System. The granting of such leave shall not affect any accumulated sick leave which the applicant may have acquired prior thereto. Upon return from leave without pay, the employee shall be assigned to a position comparable to the one held prior to his departure for leave.

(b) The request to the Superintendent must be in writing on a proper application form as provided by the Department of Human Resources and submitted to the Superintendent at least 30 days prior to the commencement of the leave except in an emergency situation.

(c) If the request for leave without pay is granted by the Superintendent, the applicant may continue his group hospital and life insurance benefits by paying the full cost for the period of the leave. "Full cost" means the entire cost or premium for said insurance irrespective of whether the employee generally contributes only a portion of the costs.

(d) Employees who do not wish to return to the St. Tammany School System from any leave of absence without pay shall inform the Superintendent in writing that they do not intend to return to the School System. Employees who do not notify the Superintendent of their intentions prior to the end of the leave shall be considered as having resigned from the St. Tammany Parish School System.

(e) Such application may be rescinded at any time by giving notice thereof in writing to the Superintendent or designee. Such leave may be rescinded at any time if the Superintendent determines that the employee is working in another School System or in another job if the first day of employment of that job is post the leave request date or if rescission is in the best interest of the St. Tammany School System for any other reason.

(f) All St. Tammany Parish Public School System employees must be employed for one year to be eligible for leave.

(g) Requests for leave without pay for elective surgery or elective procedures not deemed as a medical emergency by a physician shall not be granted during the school year.

**Section 13:06 - Special Leave Without Pay for Federation Service**

Employees who are Federation members, not to exceed two (2) in number, who are elected or appointed and accept full-time or part-time positions with the Federation, Louisiana Federation of Teachers, American Federation of Teachers or its affiliates, will, upon proper request be authorized a leave of absence without pay or benefits, not to exceed two (2) years, except the employee on leave hereunder may maintain in full force any benefits for which he is eligible under this Agreement and which the law will permit him to continue provided he makes satisfactory arrangements to pay the full cost or full premium in whatever amount the Board would ordinarily contribute for such benefits in addition to whatever amount the employee himself is ordinarily required to pay. An employee granted a leave hereunder who subsequently returns to full-time service for the Board shall be assigned to a position similar to the one held prior to the leave if such shall then exist and shall be credited with one (1) year of seniority for each year of such leave. Leave granted under this Section may be renewed in one (1) year increments at

the discretion of the Superintendent and under such special terms regarding reassignment upon return from leave as may be agreeable to the employee and to the Superintendent.

**ARTICLE XIV - LOSS OF PERSONAL PROPERTY**

The board will not be responsible for any employee's loss of personal property brought to a school or work site; however, in the event an employee's personal property is lost or damaged as a direct result of a disaster, such as hurricane, fire, flood, etc., the board will reimburse the employee's loss or damage in an amount not to exceed \$500 per occurrence. In order for an employee to be eligible for such reimbursement, the personal property for which the employee makes a claim must have been pre-approved for use by the employee in connection with the employee's duties, as evidenced by a written approval form signed by the employee's principal or site supervisor and by the employee. In addition to the approval form, the employee must attach to the form proof of the property's value, i.e. receipt, etc. The employee will be responsible for presenting a copy of the approval form in order to secure payment for loss. Payment will not be made unless the form is presented. The maximum amount an employee may receive for loss in any single occurrence is a total of \$500, regardless of the amount or number of items approved for use in connection with the employee's duties.

**ARTICLE XV - MANAGEMENT RIGHTS**

The parties recognize and reserve to the Board all rights with respect to management of the St. Tammany Parish School System. Included therein is the sole, exclusive right to direct all operations pertaining to the School System in all of its aspects, to control operations, to budget, to hire, to promote, demote, discharge, discipline, transfer, assign work, to determine the size of the work force and what work should be performed, to contract and subcontract, introduce new methods, facilities, and equipment, to make policy, to interpret the mandate of school law as it applies to the Board and the School System and the discharge of the Board's functions, to introduce new and varied curricula and educational philosophies, and to make and enforce reasonable rules and regulations related to any of the above enumerated matters or to any aspect of management of the School System. Additionally, the Board shall have the sole right to add schools, close schools, merge schools, or build or develop new or additional schools as in its judgment will best serve the interest of the community, to determine the age, qualifications and number of pupils to be admitted into any particular school, to evaluate staff, develop, implement and evaluate instructional programs, to determine organizational patterns, grade level distribution, staffing, school calendar and the number and location of schools, to develop and implement guidelines for student discipline and to take any and all actions as may be in its judgment required or necessary to insure the safety and well-being of students, staff and property in all cases, including cases of emergency.

All of the foregoing rights reserved unto management shall be limited only to the extent such limitations are expressly imposed by subsequent Articles or provisions of this Agreement.

**ARTICLE XVI – NATURAL DISASTERS/EMERGENCIES**

In the event a natural disaster occurs or an emergency arises which requires students to remain at the school site beyond the normal school day, employees who are required to remain with and supervise the students shall be compensated for the additional work time at their regular hourly rate.

**ARTICLE XVII - NEGOTIATIONS**

**Section 17:01 - Release Time**

When negotiations are mutually scheduled during regular school hours, the Federation bargaining team, not to exceed six (6) employees in number, shall be released without loss of pay or benefits.

**Section 17:02 – Scheduling**

Negotiations shall be scheduled at mutually agreed upon days and times.

**ARTICLE XVIII - NO STRIKES, NO LOCKOUTS**

The Federation and the members of the Bargaining Unit expressly agree that during the term of this Agreement they will not engage in any strike, walkout, sick-out, slow down, sympathy strike or any other disruption of work. Expressly included in this no strike guaranty is the guaranty that the Federation will not, directly or by implication, endorse, countenance, approve, arrange or organize in any manner whatsoever a work stoppage, disruption or strike under the guise of Bargaining Unit members coincidentally demanding personal leave days.



The Board agrees that there shall be no lockout during the term of this Agreement; however, the term lockout as used herein shall not be construed so as to affect the right of the Board to close any facility, in whole or in part, or to reduce the number of teachers employed by the Board.

On recommendation of the Superintendent, the Board may authorize release time for any employee or employees for the purpose of lobbying the Legislature or other public officials with regard to issues deemed by the Board to be in the best interest of the St. Tammany Parish School System. Such release time will be without loss of pay or benefits and will not be considered as a violation of this no strike Clause.

## **ARTICLE XIX - PERSONNEL FILES**

### **Section 19:01 – Definitions**

**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 employee including but not limited to any and all reports, comments, reprimands, correspondence, memoranda, evaluations, observations and grievances relative to a particular employee.

**Personnel file** means the file which contains the cumulative collection of any and all documents maintained by the Board with respect to each individual employee.

**Personnel file custodian** means those persons employed by the Board charged with the duty of maintaining and preserving the personnel files.

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

### **Section 19:02 - Anonymous Letters**

No anonymous letters or materials may be placed in a personnel file.

### **Section 19:03 - Dated Material**

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

### **Section 19:04 - Procedures for Filing Materials**

Each document concerning an employee shall be placed in the employee's personnel file within a reasonable time and no document, except those resulting from routine record-keeping, shall be placed in an employee's personnel file unless and until the employee is presented with the original document and a copy thereof prior to its filing. Upon receipt of the original document and copy of the same, the employee shall sign the original document as an acknowledgment of the receipt of the copy of the document. Such signatures shall not be construed as an agreement to the contents of the document.

### **Section 19:05 - Rebuttal and Response Procedure**

Any rebuttal and response to a document placed in an employee's personnel file shall be filed by the employee within 15 working days from the date on which the employee signs the document acknowledging its receipt.

The employee may be granted an additional ten (10) working days for the filing of the rebuttal and response, provided the employee requests such an extension in writing addressed to the personnel file custodian within the original 15-day period. The personnel file custodian's consent to the ten (10) day extension of time shall not be unreasonably withheld.

The rebuttal and response shall be deemed filed by the delivery of the original and one (1) copy of the rebuttal and response to the personnel file custodian. The personnel file custodian shall then sign and date the original rebuttal and response and file the same into the employee's personnel file. The personnel file custodian shall also sign and date a copy of the rebuttal and response and return the same to the employee.

### **Section 19:06 - Right to Copy File**

Employees may be permitted to reproduce a copy of the contents of their personnel files, in the Department of Human Resources, in accordance with present practice.

### **Section 19:07 - Right to Examine File**

No employee shall be denied access to his personnel file. The contents of an employee's personnel file shall not be divulged to third parties absent the express written consent of the employee, except when ordered by court or by subpoena, and no employee of the Board other than the personnel file custodian or the Superintendent, or the designee of either, which said designee must be an employee of the Board, shall be allowed access to an employee's personnel file without the employee's express written consent, unless that employee is charged with the duty of supervising that particular employee's performance. In the case that a personnel file should be accessed by someone other than the Superintendent, designee or the employee's principal, the employee whose file was so accessed shall receive written notice of the fact and the name and title of the person who was permitted access. All persons permitted access under this Section shall maintain the confidentiality of those documents in the file which are not matters of public record.

Any employee requesting to see his personnel file shall be given access to his entire personnel file at a single location and within a reasonable time after making the request. Such an employee shall be given access to any portion of his personnel file maintained at his worksite, at such site and at any reasonable time.

**Section 19:08 - Right to Respond to Materials in File**

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

**ARTICLE XX - RECOGNITION**

**Section 20:01 - Accretions to the Bargaining Unit**

During the term of this Agreement, should the Board create a full-time, non-administrative, nonsupervisory certificated position in addition to those enumerated hereinabove, such positions shall be considered part of the Bargaining Unit.

**Section 20:02 - Bargaining Information**

The Board shall furnish to the Federation a copy of all information, not privileged under the Louisiana Public Records Acts, necessary for the proper administration of the terms of this Agreement or for the negotiation of a successor Agreement. The Board shall not be required to do research or to assemble or compile data not already available.

**Section 20:03 - Change of Position Title**

In the event there is a position title change for any job classification in the Bargaining Unit, said position shall remain part of the Bargaining Unit during the term of this Agreement.

**Section 20:04 - Decertification**

(a) No earlier than 30 calendar days prior to the termination of this Agreement, any member or members of the Bargaining Unit covered by this Agreement may petition the Board for a secret ballot election during which a simple majority of the members of the Bargaining Unit covered by this Agreement shall determine whether the Federation, another labor organization or no labor organization will act as their collective bargaining representative. Such election petition must bear the signatures of at least 51% percent of the members of the Bargaining Unit covered by this Agreement or it will otherwise be disallowed by the Board. The signatures may be gathered only during the 45-day period preceding the 30th day of June, 2024.

(b) Upon receipt of a valid petition for an election, the Board will provide the president of the Federation with a copy. Within ten (10) days of the Federation's receipt of a copy of the election petition, the Federation or any member of the Bargaining Unit may request that the signatures on the petition be checked for validity by either the St. Tammany Parish Registrar of Voters provided that the Registrar agrees to verify the petition, or alternatively, by the American Arbitration Association. The cost of the verification shall be borne by the party petitioning it.

(c) If, following verification, the St. Tammany Parish Registrar of Voters, or alternatively, the American Arbitration Association certifies that the petition contains the signatures of at least 51% of the employees covered by this Agreement, the Board shall schedule a date and time for an election by secret ballot during which a simple majority of the Bargaining Unit members shall determine whether or not they wish for the Federation or another labor organization or no labor organization to act as their collective bargaining representative. The election shall be conducted in accordance with the rules established by the Board for the September 19, 1991, collective bargaining elections.

**Section 20:05 - Exclusive Nature of Recognition**

(a) The Board agrees that during the term of this Agreement it will not recognize any other organization as the bargaining agent for members of the Bargaining Unit as defined herein, nor will it extend to any other organization which actively competes or campaigns for or against collective bargaining rights or which seeks to represent members of the Bargaining Unit for purposes of collective bargaining, or which seeks ballot status in collective bargaining elections, any of the exclusive rights extended within this

Agreement to the Federation, irrespective of whether such organization characterizes itself as a "labor" organization.

(b) The Federation is recognized as the exclusive and only organization that may represent any employee in any employment-related dispute with the Board. The Federation is further recognized as the sole collective bargaining agent with responsibility for administering this Agreement on behalf of Bargaining Unit employees.

## **ARTICLE XXI - SALARY, SUPPLEMENTS AND REIMBURSEMENTS**

### **Section 21:01 – Paychecks**

Employees shall be paid on the 15th and last day of the month. Employees shall receive their salaries over a 12-month period twice a month. When an employee's payday falls on or during a weekend or Federal Reserve holiday, the employee shall receive his pay the calendar day immediately prior to the weekend or Federal Reserve holiday.

All employee paychecks will be direct deposited. All employees must arrange for direct deposit of their checks through the Payroll Department.

### **Section 21:02 - Salary Provisions**

1. There shall be a one-time COVID19 stipend in the amount of \$1,000 for all employees.
2. There shall be a Step Replacement stipend in the amount of \$1,000 for certificated employees and \$700 for non-certificated employees.
3. For July 2021-2022, the School Board will guarantee a one pay level (step) increase of \$500 for certificated employees and \$350 for non-certificated employees. A second pay level increase of \$500 for certificated employees and \$350 for non-certificated employees will be granted contingent upon the following:
  - a. The enrollment as of February 1, 2021 is equal to or more than February 1, 2020 enrollment,
  - b. There has been no major reduction in projected ad valorem taxes, sales taxes, or Minimum Foundation Program (MFP) state funding for FY 2021-2022. A 10% or more reduction in any of these revenues would be considered a major reduction.
  - c. Projected costs of the continuation of the COVID19 pandemic after federal and state funding is not causing a deficit in the General Fund budget before adding in this second pay level increase for employees.
4. The Local Operational Allowance will now be called the Local Fuel Adjustment and for the salary schedule for FY 2021-2022 is as follows:

Local Fuel Adjustment (LFA)- The School Board's fuel adjustment policy requires the Superintendent to obtain AAA's average cost of diesel fuel in the Metro New Orleans area and provides a one cent (.01) increase per bus route mile for every five cents (.05) diesel fuel cost increase. This LFA may be adjusted monthly based on that average cost of diesel and reflected in the Bus Owner/Operator's next month's payroll check. The annual LFA is calculated by multiplying the one-way route miles times 2, times the number of bus driver school year work days, times the current LFA. This allowance covers the cost of diesel fuel for the bus. This allowance is considered a reimbursement. Using the examples in the State Operational Allowance section above, the LFA is calculated as shown below:

30 one-way miles= 30 miles \* 2 (round trip) \* 177 days \* .60 (LFA) = \$6,372.00 Annual.

The LFA amount changes as the route miles and LFA changes NOT the length/size of the bus.

The Federation shall have the right to re-open negotiations on salaries for the 2022-23 and 2023-24 school years.

The parties agree to re-open all Collective Bargaining Agreements for renegotiation of salaries in good faith not later than Spring 2022.

### **Section 21:03 - Travel Expense**

Employees who are required to travel in their personal vehicles on school-related business for purposes of performing routine, officially required duties shall be reimbursed at the rate of \$.45 a mile in accordance with St. Tammany Parish School Board travel guidelines.

## **ARTICLE XXII - SENIORITY**

### **Section 22:01 - In General**

An employee shall begin to accrue seniority starting on the first day on which he is scheduled to perform duties and shall continue to accrue seniority during the length of his continuous, uninterrupted service with the St. Tammany Parish School System. Full-time and part-time employees shall accrue seniority during their period of continuous, uninterrupted service as specified in Section 22:02 – Accrual of Seniority below. If any number of employees have accrued an equal amount of seniority, seniority shall be determined by lot whenever it is used as criteria for an advantage or emolument of employment.

### **Section 22:02 - Accrual of Seniority**

(a) Full-time employees shall accrue seniority commensurate with and equal to their uninterrupted service. Full-time employees on layoff or on compensated leave shall continue to accrue seniority. Full-time employees on authorized leave without pay shall continue to accrue seniority during the period of their authorized leave of absence without pay only if specified in the provisions of this Agreement governing such authorized leave of absence without pay. Full-time employees who perform management or administrative functions for the Board shall continue to accrue seniority while performing such duties, and shall suffer no loss of seniority on account of their being promoted, temporarily or permanently, into a full-time management or administrative position.

(b) Part-time employees shall accrue seniority each school year by taking the total number of "hours worked" in a school year, converting those hours to "days worked" by dividing hours worked by seven (7) and by then expressing "days worked" as a percentage of a "year worked." For example, a part-time employee who works 14 hours in a school year will accrue two (2) "days worked" expressed as 2/180th or 1/90th of one (1) year of seniority. Part-time employees on layoff or on authorized leave of absence without pay shall not accrue seniority.

### **Section 22:03 - Loss of Seniority**

For purposes of defining seniority, an employee's continuous service shall be broken only by resignation, dismissal for cause, retirement or layoff for a period of time equal to seniority at the time of layoff or for three (3) years, whichever is less. Participation in DROP will not constitute loss of seniority.

### **Section 22:04 - Seniority List**

In October of each school year, the Board shall make available an alphabetical seniority listing of all employees, by Bargaining Unit category, showing the date on which each commenced his service in the St. Tammany Parish School System and the total number of years of seniority accrued by each individual listed. A copy of the seniority list and any subsequent revisions will be furnished to the Federation. Additionally, a copy of the seniority lists shall be available in all buildings of the School District where they may be readily accessed by any employee or building representative.

## **ARTICLE XXIII - SICK LEAVE BANK**

A Sick Leave Bank may be established and managed by the Federation, as long as it incorporates and adheres to the following terms, conditions and provisions outlined in this Article.

### **Section 23:01 - Eligibility to Participate**

(a) Only members of the sick leave bank may draw days from the bank.

(b) In order to become a member, an employee must have a balance of at least 15 days of sick leave, vacation leave or a combination of both on May 10th prior to the commencement of the fiscal year in which he wishes to become a member. The employee must also make an initial donation of one (1) day to the Bank between May 10th and June 10th prior to the commencement of the fiscal year in which he will become a member. Employees who have the aforesaid requisite balance and make the requisite contribution will become members. In order to remain a member, an employee must have a balance of at least 11 days of sick leave, vacation leave or a combination of both on May 10th of each subsequent fiscal year and must donate one (1) day prior to June 10th of each subsequent fiscal year.

(c) If an employee either fails to make or is unable to make the subsequent donations, or if the employee no longer has the requisite balance of 11 days on May 1st, he shall no longer be a member of the Bank and no longer be eligible to draw from the Bank.

(d) Once an employee loses membership, he can again become a member, but only by meeting the requirements of (b), above.

(e) The Bank's administrators, or designee, may request that members with a balance of at least 12 days of sick or vacation leave or a combination of both donate two (2) days, instead of one (1), prior to the

commencement of any fiscal year in order to maintain their membership; but no member shall be required to donate the extra day.

(f) All donations required hereunder shall be made by the 10th of June in any given year. The Bank's administrators, or designee, shall provide the Department of Business Affairs with a list of participants no later than the 16th of June of each year.

**Section 23:02 - Application Procedure**

Applications for the withdrawal of days shall be presented on a form, available through the Federation, to the Sick Leave Bank's administrators. The decision to grant or deny the application shall be final and binding and not subject to the grievance and arbitration procedure.

**Section 23:03 - Donated Days Irretrievable**

Days donated to the Bank by any employee shall be irretrievable once donated unless the Bank is terminated as provided below.

**Section 23:04 - Eligibility and Limitations Relating to Drawing from the Bank**

Only those employees who have exhausted all sick leave, vacation leave and who are not being compensated for leave under workers' compensation or under some other leave provision of this Agreement will be eligible to withdraw days from the Bank.

- (1) Non-elective surgery and recovery from it for which the draw from the Bank shall not exceed a total of 25 days;
- (2) Catastrophic illness or disease such as cancer, heart disease or stroke for which the draw from the Bank shall not exceed 60 days;
- (3) Physical injury resulting from trauma which prevents an employee from working for a period not less than three (3) consecutive calendar weeks in which case the maximum draw from the Bank shall be five (5) days for each three (3) week period the employee is certified as unable to report to work, with a maximum draw of ten (10) days; and
- (4) Illness and complications from pregnancy for which the draw from the Bank shall not exceed ten (10) days.

Once extended sick leave has been approved, the employee must exhaust approved extended sick leave days prior to using days from the Sick Bank.

Further, the Bank's administrators, or designee, at all times will have the right to limit the number of days a participant may withdraw based on the number of days in the Bank at any given time.

**Section 23:05 - Governing Administrators**

The Sick Leave Bank will be administered by nine (9) Bargaining Unit members appointed by the Federation. This Committee shall be responsible for meeting any and all ERISA requirements applicable to the Bank and its administration. The Board reserves the right to audit the work and records of the administrators to assure compliance with the provisions of this Agreement. If the administrators are not complying with ERISA or following the provisions of this Agreement relating to the Bank, they will be given a period of 30 days to come into compliance, failing which, the Bank will be terminated by the Board.

The administrators shall be responsible for fairly and equitably operating the Bank and deciding all applications for withdrawal. In performing their responsibilities, the administrators shall adopt rules of procedure and appropriate application forms. They shall keep records of applications, decisions on applications, medical certificates and medical reports on applicants. They shall fully cooperate with the Department of Human Resources and provide any information on an applicant which the Department of Human Resources may request. Copies of all approved withdrawals shall be immediately transmitted by the administrators both to the Department of Human Resources and the Department of Business Affairs.

**Section 23:06 - Indemnification**

The administrators and the Federation shall fully defend and indemnify the Board against any and all claims, lawsuits, damages, losses, attorneys' fees and costs the Board may be called upon or required to pay resulting or arising out of the creation or administration of the Sick Leave Bank.

**Section 23:07 - Limitation on Withdrawal**

Considering that the purpose of the Sick Leave Bank is to provide assistance to eligible employees on a short term basis, members eligible to draw from the Bank shall not be permitted to withdraw more than 90 days during the entirety of their work career. The parties understand that the Sick Leave Bank is not formulated as a long-term disability plan or as a substitute for disability retirement, but rather contemplates that those applying to draw days from the Bank will recover from their illness or disability within a relatively brief period of time and return to work.

**Section 23:08 - Termination of Bank**

The Bank's administrators shall have the right to terminate the Bank at the end of any fiscal year. In the event the Bank is terminated either by its administrators or by the Board for reasons outlined herein, any days in the Bank at that time will revert to all active employees who contributed to the Bank at one time or another or a pro rata basis with the caveat that no employee may receive any percentage of a day other than a half day (50% of a day).

**ARTICLE XXIV - SUBCONTRACTING**

The Board agrees not to subcontract the duties of any member of the Bargaining Unit without the prior written agreement of the Federation provided Bargaining Unit members are at all times willing and able to perform the duties required of them.

**ARTICLE XXV - SYSTEM WIDE CATASTROPHE**

Considering the possibility that a natural disaster such as hurricane, flood, pandemic of widespread infectious disease or other act of God or man could cause widespread destruction to school system property and facilities, make it impossible for employees to perform the duties of their classifications, significantly reduce the student population or significantly and negatively affect the school district's funding or tax base, the Board, acting through the Superintendent, will have the authority to abrogate or modify those provisions of this Agreement as may be necessary in order to implement an emergency recovery plan. Prior to abrogating or modifying any provision of this Agreement, the Superintendent will meet with the Federation President in order to discuss how the parties might best address the system's recovery needs and also address the needs of employees. All viable alternatives to any employee layoff or district wide reduction in force will be considered prior to any layoff, all as specified in the Reduction in Force Article (found in Provisions applicable to separate employee groups).

**ARTICLE XXVI - WORKING CONDITIONS**

**Section 26:01 - Activity Passes**

Employees shall receive system-wide free admission to school activities, plays, assemblies and sporting events (excluding playoff games under the auspices of the LHSAA). In order to gain free admission, an employee must present his Employee I.D. Badge.

**Section 26:02 - Assault and Battery**

(a) Any employee who is the victim of an assault or battery sustained in connection with his employment shall report the same immediately to his supervisor who, in turn, shall make a written report regarding the incident to the Superintendent. Supervisors shall report to the Superintendent all cases of assault or battery suffered by employees in connection with their employment.

(b) When charges of assault or battery against an employee are made, the supervisor shall take appropriate action which may include, but is not limited to, calling for the assistance of police or school security personnel and excluding the student allegedly committing the assault or battery and recommending him for expulsion.

(c) A student who allegedly commits assault or battery on a member of the Bargaining Unit shall be disciplined in accordance with the *Handbook on Attendance, Discipline and Student Records*.

(d) The employee shall be notified as soon as possible of the date, time, and location of the disciplinary hearing, and shall be invited, but not required to attend. The hearing shall be conducted in accordance with the Board's policy for the disciplining of students. The employee shall have the right to present testimony at the hearing or may submit a written, signed statement regarding the incident to the hearing officer. The Board shall not reinstate a student or rule that the battery was provoked, without offering the employee against whom the battery was made the opportunity to testify at the disciplinary hearing.

(e) When the battery is witnessed by other adult(s), the person(s) witnessing the battery shall be allowed to testify at the disciplinary hearing as determined by the hearing officer, or submit a written, signed statement. Employees who attend disciplinary hearings under this Section shall not suffer a loss of pay or any current or accrued sick, personal and/or emergency leave. Such persons shall be classified as absent due to official school business.

**Section 26:03 - Bus Schedules**

The Superintendent and the Federation representatives will work cooperatively with the Supervisor of Transportation to delay student arrival time in advance of the start of school in an effort to minimize the

amount of bus duty time served by employees. This effort will be given a high priority by all concerned and will take into account geographical realities, the number of buses and drivers in service and what best serves the interest of the students.

**Section 26:04 - Confidentiality**

Confidential matters and private documents shall not be disclosed. Any employee who commits a breach of confidentiality shall be subject to discipline, up to and including discharge.

**Section 26:05 - CPR Training**

The Board will provide first aid and CPR certification and recertification for those employees in positions which require such certification.

**Section 26:06 - Dispensing Medicine/Medical Procedures/Supplies**

(a) Other than nurses or licensed physicians, no employee shall be required to administer catheters or perform a noncomplex medical procedure except in accordance with La. R.S. 17:435 and La. R.S. 17:436.

(b) No employee other than a nurse or licensed physician shall be required to administer medication except in accordance with La. R.S. 17:436:1.

(c) Employees whose routine duties require the use of protective medical equipment or supplies shall be provided such equipment and supplies without charge.

**Section 26:07 - Employee's Children - School Attendance**

An employee's children may attend the school at which the employee is assigned, or may attend its feeder schools.

**Section 26:08 - Employment Screening/No Cost to Employee**

The Board shall provide for fingerprinting of new employees as required by law. This shall be at no cost to the employee. The Board shall pay all expenses for the fingerprinting procedures.

**Section 26:09 - General Medical Examination**

(a) If the Board orders an employee to undergo a medical examination by its designated physician as a condition of continued employment or as a condition for return to employment from leave, the Board shall pay the costs of such examination.

(b) The Board shall reimburse employees for any medical tests which the Board requires because of exposure to any contagious disease or infestation during the course and scope of employment.

**Section 26:10 - Holidays**

The following holidays will be observed:

- New Year's
- Martin Luther King, Jr. Day
- Mardi Gras
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

In the event any of the foregoing holidays should fall on a Saturday or Sunday, they will be observed on a Friday or Monday, respectively. A minimum of 13 holidays per year shall be granted. As long as Fair Day is observed by the Board, it will be a 14th guaranteed holiday. Depending on the days on which holidays such as Christmas, New Year's and Independence Day fall, holidays may be increased. Additional holidays may be declared by the Superintendent. Notification of such additional holidays shall be posted timely. When the Fourth of July falls on a Tuesday or Thursday, the prior Monday or following Friday will be a holiday for all employees.

**Section 26:11 - Identification Badges**

Employees shall not be required to purchase school identification tags.

**Section 26:12 - Notification of Citations and Arrests**

Any employee cited or arrested for DWI or DUI, or for any violation of a criminal statute or ordinance, save and except for citation or arrest for a routine traffic violation, shall report the citation or arrest to his supervisor within 24 hours or prior to assuming regular duty, whichever is shorter. The fact that an employee makes such a report will not, in and of itself, be cause for discipline.

**Section 26:13 - Personal Tasks**

Employees shall not be required to perform personal errands or tasks unrelated to their duties for other members of the staff.

**Section 26:14 - Recording Devices**

Mechanical or electronic recording devices will not be used during parent and/or employee conferences unless the administrator holding the conference deems it advisable.

**Section 26:15 - School Calendar**

(a) A two-year school calendar shall be developed every other year with the input of all System employees. A School Calendar Committee shall be formed consisting of the following individuals.

- (1) Superintendent or designee;
- (2) The Federation President;
- (3) One elementary employee appointed by the Federation;
- (4) One junior high school employee appointed by the Federation;
- (5) One high school employee appointed by the Federation;
- (6) One elementary principal appointed by the Superintendent;
- (7) One junior high school principal appointed by the Superintendent;
- (8) One high school principal appointed by the Superintendent;
- (9) One paraprofessional appointed by the Federation;
- (10) One custodian appointed by the Federation;
- (11) One maintenance employee appointed by the Federation;
- (12) One bus owner/operator appointed by the Federation;
- (13) One cafeteria worker appointed by the Federation;
- (14) One clerical employee appointed by the Federation;
- (15) One bus attendant appointed by the Federation; and
- (16) Two parents appointed by the Superintendent.

No later than March 1st of every other school year, this Committee shall develop one or more versions of the school calendar to be voted on by all System employees. The vote referenced herein shall take place no later than March 30th of every other school year. The school calendar accepted by a majority of the System employees shall be implemented for the following two (2) school years.

(b) If an annual convention of the Louisiana Federation of Teachers shall be conducted during the first three (3) working days of Thanksgiving week, such days shall not be scheduled as employment days.

(c) When the Fourth of July falls on a Tuesday or Thursday, the prior Monday or following Friday will be a holiday for all employees.

**Section 26:16 - Transportation of Students**

Employees shall not be required to transport students in their personal automobiles.

**Section 26:17 – School Year 2020-2021**

Due to Hurricanes Laura and Zeta it is understood schools were closed for five days and there were no additional calendar days due to COVID-19. As a result, the calendar make-up days will be added to the end of the school year. Therefore, the student's last day will now be May 28th, 2021, and Teacher Day will be June 1st, 2021.





**PROVISIONS APPLICABLE TO  
TEACHERS AND OTHER  
CERTIFICATED EMPLOYEES**



**PROVISIONS APPLICABLE TO  
TEACHERS AND OTHER CERTIFICATED EMPLOYEES**

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**ARTICLE I – GENERAL RECOGNITION**

**Section 1:01 – In General**

The St. Tammany Parish School Board (hereinafter known as the "Board") recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the "Federation") as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time, non-administrative, nonsupervisory employees (hereinafter referred to as "Employees" or "Bargaining Unit Members"). The phrase "full-time or part-time, non-administrative, nonsupervisory employee" means all full-time or part-time:

- (1) Certified classroom teachers, including TATs and OFATs;
- (2) Curriculum specialists;
- (3) Resource helping teachers;
- (4) Librarians;
- (5) Social workers;
- (6) Assessment personnel, except for the Coordinator of Pupil Appraisal Services;
- (7) Counselors;
- (8) Psychologists;
- (9) Speech therapists;
- (10) Occupational therapists;
- (11) Physical therapists; and
- (12) Nurses.

Specifically excluded from the Bargaining Unit are substitute teachers and private contractors. The parties understand and agree that continued employment is not guaranteed for part-time employees, TATs and temporary state certificated employees.

No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

**Section 1:02 - Part-time Employees**

All provisions of this Agreement shall apply to part-time employees with the exception of Sections 9:05 – Department Head/Grade Level Chairpersons Selection Procedure, 9:17 – Lunch Period, and 9:18 – Planning Time of this Provision.

Provisions of this Agreement relating to Section 2:09 – Sick and/or Emergency Leave (Provisions Common to All Employees) shall apply to those part-time employees who work certain hours each day of the week, and it shall then be prorated according to actual hours worked. Similarly, salary and supplements under Article XXI – Salaries, Supplements, and Reimbursements (Provisions Common to All Employees) will be prorated for part-time employees. Part-time employees will be eligible for retirement only if they meet the threshold requirement of an average of 21 hours of work in each workweek of the school year, and for hospital/medical benefits under Article XI – Group Health and Life Insurance Benefits (Provisions Common to All Employees) if they actually work at least 30 hours in each workweek of the school year.

**ARTICLE II - COMPENSATED LEAVE TIME**

**Section 2:01 - Absences Due to Accident or Injury on Duty**

(a) Employees shall receive, in accordance with law, those benefits to which they are entitled in accordance with Louisiana Revised Statute 17:1201 C. and D., as amended from time to time while employed by the Board.

(b) Employees 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.

**Section 2:02 - Leave for Exchange Teaching**

An employee may be granted a leave of absence for the purpose of participating in an exchange teacher program under such terms and conditions as may be agreeable both to the employee and the Superintendent



and only if the Superintendent determines that the exchange furthers the best educational interest of the school(s) affected.

**Section 2:03 - Sabbatical Leave**

The eligibility of employees for sabbatical leave shall be as provided in State law, La. R.S. 17:1171 et seq., as the same may be amended from time to time. These statutes shall govern all aspects of sabbatical leave.

**ARTICLE III - EMPLOYEE EVALUATION**

**Section 3:01 – In General**

(a) Unless and until modified in accordance with the provisions of this Article, the St. Tammany Parish School Board evaluation plan in force will remain in effect.

(b) Any evaluation plan that may be adopted in accordance with the provisions of this Article shall meet all requirements of the law of the State of Louisiana and BESE guidelines and regulations.

(c) The Board and the Federation understand and agree that an effective evaluation plan will serve to assist in identifying any strengths or weaknesses in an employee's teaching skills and job performance in order to record outstanding performance, enhance good performance and to provide assistance.

(d) The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable as provided in this Article.

**Section 3:02 – Consideration of Status**

Any evaluation plan adopted hereunder shall take into consideration whether the employee is tenured or non-tenured. Non-tenured employees shall be observed and evaluated as required by Bulletin 130, action by BESE (State Board of Elementary and Secondary Education), and/or Louisiana Revised Statute. Tenured employees shall be observed and evaluated as required by Bulletin 130, action by BESE (State Board of Elementary and Secondary Education), and/or Louisiana Revised Statute.

**Section 3:03 – Evaluation Plan Inservice**

Within two (2) weeks after the beginning of each school year or when the information becomes available from the State, the building principal or designated administrator shall conduct a workshop so as to fully inform each employee regarding evaluation procedures, standards and the instruments to be used. Attendance at evaluation plan workshops shall be voluntary.

**Section 3:04 – Evaluation Results and Evaluation Conference**

The results of any classroom evaluations or observations shall be given to the employee observed or evaluated, and the evaluator shall also meet personally with the employee in order to discuss the results of the observation or evaluation within five (5) working days following the observation or evaluation. At this conference, the observer/evaluator and the employee may discuss classroom skills and ability or overall job performance. If the evaluation or observation is unsatisfactory or reflects a need for improvement, the employee and his immediate supervisor shall discuss the components of the intensive assistance plan. If an intensive assistance program is developed, the employee agrees that he will satisfy the conditions.

**Section 3:05 – Evaluation Results - Grievance Procedures**

(a) An employee who is evaluated “Ineffective” or receives an “Ineffective score” shall have the following rights:

(1) The right to be notified of the Ineffective evaluation result no later than fifteen (15) days after the evaluation is complete.

(2) The right to copies of all documentation relied upon by the evaluator in determining that the employee was ineffective.

(3) The right to rebut the evaluation in writing and have the rebuttal become a permanent attachment to the employee’s single, official personnel file.

(4) Upon written request within five (5) calendar days of receipt of the Ineffective evaluation result, the right to a reconsideration meeting with the evaluator in order to discuss the evaluation, the reasons for the Ineffective score and whether the evaluator will reconsider the determination that the employee was ineffective.

(5) Within five (5) calendar days of the receipt of the Ineffective evaluation, or within five (5) calendar days of any reconsideration meeting with the evaluator should the employee request such a meeting, whichever is later, the right to grieve the Ineffective evaluation to the superintendent.

(6) The right to union representation at any grievance hearing before the superintendent or his or designee.

(b) Grievance Process:

(1) An employee who grieves his or her Ineffective evaluation to the superintendent must do so in writing by filing the grievance with the Human Resources office. The Human Resources office will date stamp the grievance indicating the date and time it was filed.

(2) The grievance must set forth the specific, factual reasons why the employee considers the Ineffective rating or score to be unreasonable, unfair, or an abuse of the evaluator's discretion.

(3) Within fourteen (14) days of receipt of a timely grievance, the superintendent or his or her designee shall conduct a formal grievance hearing at the School Board Office beginning at 4:00 PM on the specific date selected.

(4) No later than seven (7) days following the grievance hearing, the superintendent or his or her designee shall provide the employee and the Federation with a written decision, either affirming or reversing the Ineffective score given by the evaluator.

(5) The superintendent's decision or the decision of his or her designee shall be final and shall not be subject to the grievance process established in Article X – Grievance and Arbitration Procedure (Provisions Common to All Employees); however, an employee may grieve under Article X – Grievance and Arbitration Procedure any failure by the superintendent to follow the forgoing process.

(c) Confidentiality:

Copies of the evaluation results and any documentation related thereto of any school employee may be retained the St. Tammany Parish Public School System, the BESE Board, or the State Department 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.

### **Section 3:06 – Procedure for Approval of Evaluation Plan**

The evaluation plan shall be maintained by the Board in accordance with Bulletin 130, action by BESE (State Board of Elementary and Secondary Education), and/or Louisiana Revised Statute.

### **Section 3:07 – Uniform Application**

Any evaluation plan adopted hereunder shall be applied uniformly throughout the St. Tammany Parish School District and any violation of plan procedure or the use of any observation or evaluation instruments other than the ones adopted shall render the results of such observations or evaluations null and void and any record of them shall be removed from an employee's personnel file.

## **ARTICLE IV - INSTRUCTIONAL RESPONSIBILITIES**

### **Section 4:01 - Academic Freedom**

(a) The Board and Federation recognize the necessity for academic freedom in the study, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world and other disciplines of learning. Employees recognize, however, that academic freedom must be balanced against their first duty which is to teach accepted and adopted curriculum and courses of study. Therefore, employees will exercise responsibly their academic freedom within the scope of the courses of study to which they are assigned, giving consideration to the maturity levels of their students.

(b) Employees may use supplementary materials, appropriate and germane to the curriculum, and consistent with the preceding paragraph. Nothing herein shall be construed as implying any Board obligation to reimburse employees for such materials. Further, it is understood that no employee shall be required to use or purchase supplementary materials for which they do not receive reimbursement from the Board.

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

(d) The Board's endorsement of the concept of academic freedom should not be construed as permitting an employee to promote his own views of a personal, political or religious nature to the students in the classroom setting. Accordingly, employees shall not comment in the presence of students on matters involving collective bargaining disputes or grievances under this Agreement. It is understood that employees may express their own views of a personal, political or religious nature at any time outside of the classroom setting and outside of the presence of students while on the school grounds.

(e) The ownership (copyright) of materials produced by employees falls into the following categories:

- (1) Material produced is a direct result of an assignment (such as a curriculum written to fulfill a grant) is, and shall remain, the property of the Board.
- (2) Material produced by an employee independent of the employee's assigned duties, wholly on the employee's own time (such as when an employee writes a novel or develops computer software) is, and shall remain, the property of the employee.

- (3) Material produced by an employee which is related to the employee's assignment and material conceptualized and developed by the employee for which Board facilities or technical assistance is required to fully actualize the idea shall be subject to individual negotiation and contract between the parties to establish copyright, ownership and royalty percentages. In the absence of such contract, the material shall remain the property of the Board.

**Section 4:02 - Acceptance of New Students**

(a) When a new student is enrolled in a school, notice shall be provided to the teacher(s) scheduled to receive each new student as soon as possible.

(b) Students shall be assigned to the teacher with the lowest student enrollment where scheduling circumstances permit or unless ability grouping is used in that school, the student has special needs that must be met by a particular teacher or special discipline problems require special assignments.

(c) When a student is newly enrolled in a school, the principal shall immediately notify the student's teacher(s) of any severe medical problem or serious discipline history of which he is aware. Prompt notification will be given to teachers when the new student's files become available in the office.

**Section 4:03 - Athletic Program Guidelines**

Athletic Directors and/or head coaches will work with their principals in developing guidelines for the administration of the athletic programs under their direction, including practice and game schedules. Final approval will remain with the principal.

**Section 4:04 - Expenditure of Instructional Allocations**

Employees shall have meaningful and timely input with regard to the expenditure of instructional monies in their respective schools. Employee's suggestions for such expenditures shall be received by the appropriate department or grade level chairperson. The appropriate department or grade level chairperson will develop a list of potential instructional needs and shall present the list to the principal who shall assign an order of priority. The principal shall then resubmit his prioritized list for recommendations. After receiving faculty comments through appropriate department or grade level chairpersons, the principal shall make the final determination regarding the expenditure of instructional monies.

**Section 4:05 - Instructional Time**

Instructional time will be in accordance with State law.

**Section 4:06 - Kindergarten Retention - Right to Recommend**

Kindergarten teachers will have the right to recommend that any student who has not mastered the minimal kindergarten skills should be retained in kindergarten.

**Section 4:07 - Lesson Plans**

(a) Employees will not be required to submit lesson or unit plans more frequently than weekly. Lesson plans which are incomplete or inappropriate will be revised after consultation with the principal.

(b) Employees shall not be required to submit lesson plans sooner than the beginning of class on the first day of the week that they are applicable.

(c) Lesson plans will be formulated using the electronic student information system or any other electronic system approved by the Superintendent.

**Section 4:08 - Librarians, Library Responsibility**

(a) In addition to student instruction, the librarian shall be responsible for general supervision of the library facility in order to provide students and teachers with assistance in using library materials and in order to provide access to the library during the school day.

(b) The library may be closed to students if no other personnel is available to maintain access and assistance during a librarian's lunch period.

(c) In elementary schools with large school populations, the librarian may develop guidelines for approval by the principal to limit student access while library classes are in progress.

**Section 4:09 - Roll Books**

Employees linked to the electronic student information system shall maintain their roll books using the electronic student information system, or any other electronic system approved by the Superintendent. Employees not linked to the electronic student information system shall maintain the standard roll book.

**Section 4:10 - Special Education Records – Security**

Special Education records shall be secured in accordance with law.

**Section 4:11 - Student Discipline**

(a) The discipline of students shall be in accordance with the *Handbook on Attendance, Discipline & Student Records* and all applicable federal and state statutes, policies and regulations. Discipline imposed in accordance with this Handbook shall have the full support and backing of the Board. The parties recognize that the consistent, fair and uniform administration of discipline is in the interest of the School System and

all parties involved in the discipline and control of students will strive, at all times, to consistently, uniformly and fairly administer School Board policy on discipline.

(b) The Superintendent shall establish a Discipline Committee to make recommendations regarding any updates, revisions or other modifications to the Handbook. The Committee shall consist of 18 people appointed as follows:

- (1) One elementary school principal or assistant principal selected by the Superintendent;
- (2) One elementary employee selected by the Federation;
- (3) One elementary school parent selected by the Superintendent;
- (4) One middle school or junior high principal or assistant principal selected by the Superintendent;
- (5) One middle school or junior high employee selected by the Federation;
- (6) One middle school or junior high school parent selected by the Superintendent;
- (7) One high school principal or assistant principal selected by the Superintendent;
- (8) One high school employee selected by the Federation;
- (9) One high school parent selected by the Superintendent;
- (10) Three high school students recommended by the high school principals;
- (11) Three site administrators appointed by the Superintendent; and
- (12) Three other Bargaining Unit members appointed by the Federation.

This Committee shall also make recommendations and draft guidelines for handling continually disruptive students who are not candidates for evaluation or Special Education.

(c) The Committee established herein will meet at least annually to review the Board's discipline policies. Should any Committee member need to be replaced during the term of this Agreement, the Superintendent shall fill any vacancies created by his or her appointees and the Federation shall fill any vacancies created by its appointees.

(d) The Committee shall present its recommendation to the Superintendent for approval and, if approved, he shall then present the recommendations of the Discipline Committee to the Board for its approval. Such policy shall be reproduced and distributed to all employees.

(e) In cases of serious classroom disruption or emergency, appropriate action shall include immediate notification to the principal and sending a disruptive student to the principal's office for counseling and detention as may be required.

(f) Employees may use such reasonable force with the student as is necessary to protect themselves, or others from attack, physical abuse or injury, or to prevent damage to District property.

(g) All parents and students shall be informed of the discipline policy at or near the onset of the school year through appropriate publications and/or notices. The president of the Federation shall also be provided with a copy of the *Handbook on Attendance, Discipline and Student Records* at or near the onset of the school year together with any publications and/or notices regarding discipline policies which have been distributed to parents and students.

(h) Saturday detention classes shall be continued as long as funded by special grant. Otherwise, they shall continue only if funding is appropriated by the Board. No employee shall be required to supervise or monitor Saturday detention. Those who work shall receive hourly compensation as established under the grant program.

(i) Counselors and resource helping teachers shall not be assigned to administer punishment with respect to students. This shall not preclude counselors from conducting classes on self-esteem or from performing other professional counseling duties for students when students are serving detention, nor shall it prohibit resource helping teachers from administering discipline while designated as the acting principal or while teaching class.

(j) Teachers shall not be required to assign or accept make-up work, tests or homework during the period of a student's suspension.

#### **Section 4:12 - Student Grades**

Employees shall maintain the right and responsibility to determine grades and other evaluations of students in accordance with Board policy. No grades or evaluations shall be changed without first consulting with the employee who determined the grade or evaluation unless there is a demonstrable error in calculation or record-keeping. Nothing contained herein shall be construed as making a student's grade or evaluation or the change of a student's grade or evaluation the subject of the grievance and arbitration procedure. Should an employee who determined a grade or evaluation be aggrieved by the change of that grade or evaluation, such employee shall be entitled to have the entire matter reviewed, at his option, by the Superintendent or by a special Peer Review Committee. The Peer Review Committee shall consist of four

(4) employees, each certified to teach the subject matter in which the disputed grade or evaluation was given. The determination of the Superintendent or that of the Peer Review Committee shall be final with regard to whether a grade or evaluation should be changed. In such event, the employee whose grade or evaluation was changed by the Superintendent or by the Peer Review Committee shall be entitled to written reasons for the change upon written request. Two (2) members of the Peer Review Committee shall be appointed by the president of the Federation and two (2) members of the Peer Review Committee will be appointed by the Superintendent. Should the Peer Review Committee split evenly with regard to whether a grade or evaluation should be changed, the Superintendent shall break the tie.

**Section 4:13 - Testing of Kindergarten Students**

Entrance for kindergarten students shall be delayed during the testing. Testing shall not take place during teacher inservice or on record days.

**ARTICLE V - REDUCTION IN FORCE**

**Section 5:01 - In General**

When conditions necessitate or require a reduction in force, such as the elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extra-curriculum offering, program or school operation; the reorganization or consolidation of one or more schools or programs; the reduction in available funds for any program that results from a decline in enrollment; or the withdrawal or reduction in resources from federal, state or other sources, the Superintendent shall consider all viable alternatives to the layoff or termination of Teachers (hereinafter referred to as "employees") including projected attrition, retirement, expiration of temporary assignments, voluntary leaves of absence, reassignment, reclassification, reduction in work schedule and displacement and any recommendation made by the Federation. The Superintendent shall also bargain with the Federation over the potential impact of any reduction in force as allowed by law and consistent with the collective bargaining agreement between the Board and the Federation.

**Section 5:02 - Board Notification of Reduction in Force**

Prior to instituting any reduction in force, the Superintendent shall present his or her plan for the reduction in force at an official Board meeting.

**Section 5:03 - Maintenance of Group Health and Life Benefits**

An employee on layoff remaining on the recall list will be permitted to maintain in full force any Group Health and Life Insurance benefits for which he is eligible under this Agreement and which the law will permit him to continue in effect provided that he makes satisfactory arrangements with the Department of Human Resources to pay the full cost or the full premium for such benefits in advance of its becoming due. "Full cost" or "full premium" means the entire amount needed to fund the employee benefit in question irrespective of whether part would ordinarily be paid by the employee and part paid by the Board.

**Section 5:04 - Notification of Layoff**

No employee shall be laid off without first having been given at least 45 days' notice of layoff prior to its effective date. Notice shall be sent by certified mail, return receipt requested, to the employee's address, as it appears on School System records. It shall be the responsibility of each employee to see that his current address is on file. Notification sent to the address of an employee on file as specified herein shall be deemed adequate notification of layoff.

An employee notified of layoff may request a review of the decision by placing the request in writing and sending it to the Superintendent. The Superintendent shall consider the request and provide the employee with the results of the review. If the employee is dissatisfied with the results of the review, the employee may pursue the matter by filing a grievance.

**Section 5:05 - Procedure for Implementation**

In order to accomplish the reduction in force, the least effective employee within each layoff targeted subject area or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many employees as necessary to accomplish the reduction by proceeding based on effectiveness rating until the number of employees to be laid off has been reached. In determining effectiveness, the Superintendent shall rely on the evaluation an employee receives pursuant to the performance evaluation program established pursuant to La. R.S. 17:3881 through 17:3905.

In cases where two or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employee or employees shall be laid off first. When employees have equal seniority and certification, those with the lowest amount of academic preparation will be laid off first. For purposes of this Article, academic preparation shall be measured as a major or advanced degree in a subject area. If academic preparation is equal, the person with the lower number of years teaching the subject in the St. Tammany Parish School System will be laid off first. Thereafter, selection for layoff shall be by lot.

**Section 5:06 - Re-employment Rights**

Employees receiving notification of layoff shall be eligible for recall or re-employment for three (3) years after being placed on layoff. No new positions will be filled until all employees on layoff have been recalled provided those on layoff are certified to teach the subject matter required. Recalls will be made within areas of certification by recalling the most senior person on layoff who is certified to teach the course for the existing vacancy(s). If there is no employee on the recall list certified for the vacancy, the most senior person on the recall list willing to work towards the certification required will be awarded the job before any new employee is hired.

**Section 5:07 - Recall - Restoration of Seniority and Leave**

An employee who is laid off and re-employed shall be reinstated with maximum credit for the time already served. An employee who is recalled after being laid off shall have restored to him all of the unused leave he had accrued on the effective date of the layoff.

**Section 5:08 - Recall List**

A recall list shall be provided to the Federation and shall be amended semiannually thereafter.

**Section 5:09 - Recall Notices**

The notice of recall shall be made by certified U. S. mail, return receipt requested, properly addressed to the last address given to the School System by the employee being recalled. If the employee being recalled fails to accept the position being offered, in writing, within 15 calendar days, if offered during the school year, or 30 calendar days, if offered during the summer recess, it will be considered that the employee has refused the recall offer thereby eliminating all re-employment rights of the employee.

**Section 5:10 - Substitute Employment Preference**

Employees on the recall list shall be entitled to preference for employment as day-by-day substitutes if requested in writing. Each school shall be given a list of employees awaiting recall who desire such employment.

**ARTICLE VI - SALARY, SUPPLEMENTS AND REIMBURSEMENTS**

**Section 6:01 - Cheerleader and Dance Team Sponsors' Supplements**

Cheerleader sponsors and dance team sponsors will receive a special supplement of 5% at the high school level and 3% at the junior high level. Each high school and junior high will be allotted one (1) cheerleader sponsor and one (1) dance team sponsor to be eligible for the special supplement.

**Section 6:02 - Coaches' and Athletic Directors' Supplements**

Special supplements for coaches and athletic directors will be paid per Appendix B.

**Section 6:03 - Experience Credit - Salary Scale**

(a) Credit will be given for prior experience in Louisiana public and nonpublic schools and accredited, out-of-state public schools, provided:

- (1) The experience was full-time or half-time;
- (2) The position for which experience credit is sought required a valid Louisiana teaching/ancillary certificate; and
- (3) The employee was certified for the position for which experience credit is sought.

(b) Credit will be given for prior experience teaching in colleges or universities, provided the teaching experience for which credit is sought was full-time and not as a graduate assistant.

(c) Credit will be given for prior experience as a teacher or instructor in a vocational technical institute, provided:

- (1) The experience for which credit is sought was full-time, and
- (2) Was gained while the employee seeking credit was certified as a teacher for public elementary or secondary schools or vocational technical institutes.

- (d) Credit will be given to ancillary personnel, provided:
  - (1) The experience for which they seek credit was full-time and in the course of their employment with an organization or institution;
  - (2) They held the ancillary certification at the time the work was performed; and
  - (3) The work for which they seek experience credit was not in connection with a private practice.
- (e) Credit will be given for prior military service in accordance with La. R.S. 17:423.
- (f) Length of employment - all partial years of service shall be combined to determine allowable credit, i.e., two (2) one-half years of experience will only result in one (1) year of allowable credit.
- (g) All necessary advanced degree documentation must be received by the Department of Human Resources no later than September 15th.

**Section 6:04 - Extended School Year – Compensation**

Employees who are required to work before or after the regular school year shall be compensated therefore at a per diem rate for each full day. The per diem rate shall be based on the employee's annual salary as prescribed in the salary schedule for the regular school year, which is part of this Agreement, divided by the number of teacher workdays. This Section shall have no application to employees engaged in extracurricular activities either before, after or during the regular school year.

**Section 6:05 - Local Reimbursement - Classroom Supplies**

(a) The Board shall reimburse each certificated employee designated as a classroom teacher or librarian for supplemental teaching materials which he purchased and for which appropriate receipts are furnished not to exceed \$100.00 each year during the term of this Agreement. Receipts must be submitted no later than the 15<sup>th</sup> working day preceding the end of the school year. Reimbursement payment will be made as soon as practicable thereafter.

(b) The Board shall pass on to eligible, certified employees any funds received from the State to reimburse certified employees for purchases of classroom supplies.

**Section 6:06 - Special Education Teachers - Incentive Pay**

In accordance with Board policy, Special Education teachers receiving incentive pay which has since been frozen by the Board shall not have it diminished during the life of this Agreement.

**Section 6:07 - Sponsorship Incentives**

Monetary incentives will be awarded to those who sponsor school-related activities of significant benefit and interest to students, faculty and parents in accordance with present practice.

**ARTICLE VII - SUMMER SCHOOL**

**Section 7:01 – Applications**

By original intent and past practice, this Section applies only to regular and special education K through 12 summer school offered to students in order to change a failing report card grade to a passing grade or to earn new Carnegie Unit credits.

(a) Applications for positions in any then-known summer program shall be on the appropriate form and submitted to the Superintendent or his/her designee by May 1st of each year.

(b) Applications shall be made by hand delivery to the Central Office, by U.S. mail, or scan and email to the Superintendent or his/her designee. If two (2) copies are hand delivered to the Central Office, the Central Office will date-stamp and return one (1) copy to the applicant.

**Section 7:02 - Pay Rate**

Summer school employees shall be paid on an hourly basis. Their hourly rate of pay shall be derived by taking the annual rate of pay for the position they held on the previous year's salary schedule, or would have held if now being employed for the first time, and by dividing the same by 182 to yield a daily rate. The daily rate will then be divided by seven (7) to yield an hourly rate.

**Section 7:03 - Pay Schedule**

Summer school employees shall be paid per current practice.

**Section 7:04 - Selection Procedure**

The following shall be adhered to in the selection of summer school employees from among those who have applied:

- (1) A rotating system shall be utilized. Placement on the eligibility list shall be on the basis of the following criteria with no one criteria, other than certification, having more weight than any other:

- (a) Certification;
  - (b) Successful teaching experience;
  - (c) Overall experience;
  - (d) Experience in St. Tammany Parish;
  - (e) Subject/grade areas taught;
  - (f) Evaluations.
- (2) Employees shall be limited to three (3) consecutive years in the summer school program. This may be waived if there are no qualified applicants in their subject or grade areas.
  - (3) Employees shall be notified of their selection and assignments after the completion of summer school registration.

## **ARTICLE VIII - VACANCIES AND TRANSFERS**

### **Section 8:01 - Coaches' Reappointment/Vacancies**

(a) An employee who is presently coaching shall be given a written notice should the principal decide not to reappoint said employee to his coaching position. This notice shall be given prior to the principal advertising for a replacement. Written reasons for the decision not to reappoint shall be given at the request of the affected employee. The decision to reappoint shall remain at the discretion of the principal; however, each decision shall not be arbitrary or capricious.

(b) When a position which carries coaching duties becomes vacant, the principal shall post the vacancy on the school bulletin board for a period of five (5) days and consider any applicants presently assigned to that school. In the event there are no applicants from within the school or if the principal does not select a staff member from the school, the position shall then be posted system-wide for seven (7) working days. Should no system-wide applicant be selected, the position may be advertised outside the School System.

### **Section 8:02 - Involuntary Transfers**

(a) An involuntary transfer is the involuntary movement of an employee from one school or worksite to another school or worksite. Reassigning an employee from one grade level, subject matter or class to another at the same worksite or school is not an involuntary transfer. The parties understand and agree that the reassignment of teachers within a school or worksite from one class, subject matter or grade level to another is governed by Section 9:33 – Teaching Assignments of this Provision. Also, the reassignment of an itinerant employee to a different worksite or school is not an involuntary transfer. Involuntary transfers may occur for any of the following reasons:

- (1) When new buildings open;
- (2) When a facility is closed;
- (3) When there is a decline in student enrollment;
- (4) To staff new schools or programs;
- (5) To adjust for loss of classes or programs; or
- (6) To avoid reductions in force.

(b) Before involuntarily transferring any employee, voluntary transfer to a vacant position at another school or worksite will be offered to those whose transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over Transfer Day and Job Fair applicants.

(c) It is recognized that there might be more than one employee willing to transfer; and, in such case, the vacant position will be awarded to the employee certified for the position with the greatest system-wide seniority. If two (2) or more employees desire the vacant position and have equal certification and system-wide seniority:

- (1) The position will be awarded to the employee with the greatest amount of academic preparation. (*Academic preparation shall be measured as a major or advanced degree in a subject area.*);
- (2) Thereafter, all things still being equal, the position will be awarded by lot.

(d) If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are certified using the following criteria:

- (1) The employee(s) with the least building-level seniority;



- (2) Where building-level seniority is equal, the employee(s) with the least system-wide seniority will be involuntarily transferred; and
- (3) Where building-level and system-wide seniority are equal, selection for involuntary transfer will be made by lot.

(e) The parties recognize that certified teachers will agree to teach courses or subjects outside of their area of certification to cover the shortage of certified teachers for those courses and subjects and that their doing so benefits the School System and the students of St. Tammany Parish. The parties also recognize that such teachers spend considerable time and resources in achieving the additional certifications and agree that they should not be penalized for doing so. Accordingly, for purposes of this Article, “certified” employee shall include a certified employee on a temporary teaching assignment who is working toward an additional certification in another area. The parties agree that it is consistent with the goal of having certified teachers in the classroom for a certified teacher to accept a temporary teaching assignment and agree to work toward an additional certification in another area.

(f) Employees who are involuntarily transferred shall have the right to return to the schools or worksites from which they were transferred in order of system-wide seniority, provided a permanent vacancy for which they are certified occurs at their former schools or worksites prior to the first pupil attendance day of the school year following the school year in which their transfers took place. The parties understand, agree, and confirm the past practice that when more than one employee wishes to return and fill the same vacancy and the employees wishing to return have equal system-wide seniority, lots will be drawn to select the employee who receives the position. Employees interested in returning to their former schools shall notify the Department of Human Resources. An employee interested in returning to his former school or worksite shall notify the Department of Human Resources.

In accordance with past practice, where the need to reduce one or more positions in a program or department at a particular school or worksite results in the need to involuntarily transfer an employee, the affected employee will not have the right to the position held by another employee at that school or worksite who is not in the department or program, even though that position is held by an employee with less building or system-wide seniority.

(g) Where the entire student body of a school building or an entire grade, department or classification of employee (for example, kindergarten teachers) is moved en masse to another school or worksite or divided between two or more schools or worksites, employees shall be transferred with their classes if their classes also move intact to a new location. If their classes are divided or split among new locations or cease to exist in their present form as a result of the move, transfers to the new location or locations will be made in accordance with the criteria set forth in subsection (d) above.

(h) Any employee who is involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.

(i) An employee on sabbatical leave shall be notified if his position is subject to being abolished. Such notification shall be by certified mail, return receipt requested.

(j) An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article III – Discipline (Provisions Common to All Employees), shall be observed.

#### **Section 8:03 - Voluntary Transfers**

(a) A voluntary transfer is the voluntary movement of an employee from one worksite or school to another worksite or school. Any member of the Bargaining Unit shall have the right to request a voluntary transfer.

(b) Employees shall remain in their current position at their current site for two years prior to being eligible to request a transfer; however, if the time spent in the current position at the current site is less than two years, but the position the employee is requesting would provide a salary increase, then the employee may request the transfer to the new position. Once the employee accepts a new position, the two-year requirement to be eligible to transfer shall commence once again.

(c) All known vacancies and new positions shall be posted on Federation bulletin board located in each school no later than 5 days prior to Transfer Day. A copy of the posting shall also be sent by mail to

the Federation office. Such vacancies which become known thereafter up until the day before Transfer Day shall be posted as they become known.

(d) Any employee desiring to transfer from his position to one of the vacant positions must file a transfer request containing such information as may be required by the Department of Human Resources at least five (5) working days prior to Transfer Day; however, employees interested in vacancies posted after this date may submit a transfer request up to and including Transfer Day. Applications submitted on Transfer Day must be received during the registration period. Application forms will be made available in each school building.

(e) A "Transfer Day" will be held each school year. All applicants for transfer shall be interviewed on Transfer Day for whatever positions they are certified to hold. Within ten (10) calendar days following Transfer Day, selections for known vacancies and new positions shall be made and posted, with a copy mailed to the Federation office. It is understood that once a job is accepted, that decision is final for the upcoming school year.

(f) Transfer requests shall be granted in filling Transfer Day or Job Fair vacancies to the applicant(s) possessing the greatest number of years of service in the St. Tammany Parish School System except as follows:

- (1) No applicant may be selected for a vacancy outside his area(s) of certification;
- (2) No applicant may be selected who does not possess the level of necessary educational attainment if the receiving school is accredited or in the process of accreditation;
- (3) If the applicant is not willing or able to assume responsibility for extracurricular activity, as specified at the interview;
- (4) When the applicant is not the individual deemed best able to meet the needs of the school; and
- (5) When the principal deems it appropriate, based on the criteria numbered (1) through (4) above, to review the qualifications of new applicants prior to making his decision in which case all applicants will be considered for the position at the Job Fair.

(g) The principal shall provide written reasons, on request of any unsuccessful applicant, through the Department of Human Resources, explaining the basis for the selection he made.

(h) Positions not filled on Transfer Day, any new vacant positions or any new teaching positions which have become open since the date of the first posting shall be posted on the Federation bulletin board located in every school building throughout the System for consideration at the Job Fair. Employees not offered a position as a result of Transfer Day will be automatically invited to attend Job Fair. Employees who did not apply for transfer at Transfer Day, but who seek a vacant Job Fair position, must file a transfer request containing such information as may be required by the Department of Human Resources at least five (5) working days prior to Job Fair. Employees interested in vacancies posted after this date may submit a transfer request up to and including the first day of Job Fair. Applications submitted on the first day of Job Fair must be received during the registration period. Application forms will be made available in each school building. Anyone applying for a vacant position at the Job Fair will be interviewed and selections will be made within four (4) weeks. After selections are made, they will be posted in the customary manner and a list of those selected will be mailed to the Federation office. It is understood that once a job is accepted, that decision is final for the upcoming school year.

(i) A transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.

(j) Employees shall have the right to indicate on their transfer request forms a preference for primary grades (K-3) and intermediate grade levels (4-6).

(k) The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

## **ARTICLE IX - WORKING CONDITIONS**

### **Section 9:01 - Assistance at School Events**

The Federation and the Board recognize the importance of special events for students and the role they play in the development and education of students. Although employees shall not be required to chaperone or assist at assemblies, dances, sporting events or after school events held after the workday, both the Board and the Federation endorse their past and continuing volunteerism in attending and supervising students at such events such as Hurricane Highlights, Monteleone Magic,

etc.; with the exception of the annual open house whereas all certificated personnel shall attend at the school(s) in which they service.

**Section 9:02 – Caseloads**

The caseloads of Pupil Appraisal personnel, speech pathologists, speech therapists, counselors, adaptive physical education teachers, occupational therapists and physical therapists shall be equitably distributed. The equitable distribution of caseloads shall not require the Board to equalize work or caseloads among the professionals covered by this Section.

**Section 9:03 - Clerical Duties**

Employees will not be required to perform clerical tasks unrelated to their professional duties.

**Section 9:04 - Coaches' Rosters**

A roster of all coaches shall be posted in each school building within one (1) month after the start of the school year and copies for each coach shall be delivered to each school for distribution. The roster shall include the sport and the school to which the coach is assigned, along with the coach's address and telephone number (provided the coach has not requested that his address and telephone number remain private). A copy of the roster shall also be provided to the Federation.

**Section 9:05 - Department Head/Grade Level Chairpersons Selection Procedure**

Selection of a Department Head, Department Representative or Grade Level Chairperson shall be in accordance with the following:

- (1) The Board shall accept a Department Head, Department Representative or Grade Level Chairperson elected by secret ballot by members of the respective department or grade.
- (2) The secret ballot election must be conducted anytime from the end of the previous school year to within 30 days of the opening of school or the declaration of a vacancy in the position. All ballots shall be turned in to a committee consisting of a teacher from each grade level/department for tabulation. Tabulations with ballots attached shall then be given to the principal or designee.
- (3) Proper Louisiana certification must be held by the employee prior to the election.
- (4) If the person selected refuses the appointment, a new election will be held.
- (5) If the appointment is refused by the individual elected in a second election, the principal will appoint any individual of his choice who agrees to accept the position.

**Section 9:06 - Duty Schedule**

(a) The principal of each school shall be responsible for determining the non-classroom supervision or monitoring of students, and the number of employees required to perform such duty. The Duty Schedule Committee, appointed by the Federation, at each school shall be given the opportunity to prepare a duty schedule for that school consistent with the principal's determination. The principal shall not arbitrarily or unreasonably reject a duty schedule proposed by this Committee nor arbitrarily or unreasonably determine the nature of extra duty required and the number of employees required to perform such duty. In the event the principal rejects a duty schedule proposed by the Duty Schedule Committee or if the Committee chooses not to prepare one, the principal shall ensure an equitable distribution of duty.

(b) Duty for all itinerant teachers may be assigned only at their home-based schools.

**Section 9:07 - Eleven- and Twelve-Month Positions - Assessment Teachers/Psychologists/Social Workers**

Assessment teachers, psychologists and social workers shall have the right to apply for 11- and 12-month positions for which they are certified. No outside personnel shall be contracted for appraisal purposes or evaluations before incumbent assessment teachers, psychologists and social workers are offered the necessary positions on an extended employment basis.

**Section 9:08 - Employee Arrival**

In developing procedures for recording attendance and timeliness of arrival of employees, the Board agrees that such shall not include the use of mechanical devices.

**Section 9:09 - Employee Use of Equipment**

Employees may use those machines designated for faculty use in connection with the performance of their duties. If an employee is required to photocopy teaching assignments or other school-related materials, such photocopying shall be at no cost to the employee.

**Section 9:10 - Faculty Lounge and Other Facilities**

(a) The Board shall continue to provide an area in each school designated as an employee lounge.

(b) Speech pathologists, speech therapists, pupil appraisal personnel, resource helping teachers and counselors shall be assigned office space or a working area and shall be given access to a private telephone and to a computer terminal at their school sites or at their places of regular assignment. They shall be given

a private area for conferences unless the demand for private space in the physical layout of the building or facility at which the conference is to be held makes accommodation impractical. In such a case, the conference will be rescheduled as space permits.

(c) Telephone messages shall be conveyed to employees. Emergency messages shall be conveyed immediately.

(d) Separate restrooms for adults and students shall be maintained at each school site.

(e) A telephone will be made available for necessary calls during non-instructional time in the faculty lounge or in some other appropriate areas of the school.

#### **Section 9:11 - Field Trip Coverage**

Students not attending field trips will be supervised by employees remaining at their schools. Employees who are required to go on field trips with students will have their transportation, necessary tickets and entry fees paid for by the school sponsoring the trip.

#### **Section 9:12 - Fund-raising Coordinating Committee**

(a) The faculty of each school shall select members of the faculty, not to exceed five (5), to assist the principal in coordinating school-wide fund-raising.

(b) This Committee shall assist the principal in prioritizing fund expenditures and in determining the number of school-wide fund-raising activities. Any employee requesting an accounting of the funds shall request the same in writing and the Committee shall assist the principal in furnishing the accounting. The Committee shall meet during non-instructional time.

#### **Section 9:13 - Grant Applications**

Employees shall not be prohibited from applying for educational grants which might benefit the school or School System. No grant application requiring the School System to commit time, the services of any of its personnel or resources of any kind shall be made without the approval of the Superintendent.

#### **Section 9:14 - Health and Safety**

(a) While it is the responsibility of employees to assure the safety and well-being of students, the Board shall require no action to be taken which clearly endangers the health or safety of employees.

(b) The Board shall provide for fingerprinting of new employees as required by law. This shall be at no cost to the employee; the Board shall pay all expenses for the fingerprinting procedures.

(c) Employees shall not be required to enter a building alone or remain alone in a building.

#### **Section 9:15 - Housing of Special Education Students**

The Board shall make a positive effort, within the constraints imposed by limited facilities, to minimize the double housing of Special Education classes.

#### **Section 9:16 - Itinerant Teachers/Miscellaneous Provisions**

(a) Itinerant teachers will be notified of their building assignments for the following school year in accordance with Section 9:33 – Teaching Assignments of this Provision.

(b) School-based itinerant classroom teachers will be given planning time comparable to regular classroom teachers at the schools to which they are assigned.

(c) The quarterly grade is to be a cooperative effort between the classroom teacher and the itinerant elementary physical education, music, and art teacher.

#### **Section 9:17 - Lunch Period**

(a) At each school the Duty Schedule Committee, appointed by the Federation, will meet with the principal to investigate and establish a schedule that will maximize the amount of duty-free lunch time that will be available for the employees at their school. The decision of the Duty Schedule Committees must be ratified by a vote of the faculties of each school, as applicable, and have the principal's endorsement. The principal's approval shall not be unreasonably withheld. Elementary employees will continue to have at least a 20 minute duty-free lunch daily. All faculties will have the amount of duty-free lunch time that the Committees established hereunder are able to maximize.

(b) Employees shall be permitted to leave campus during their duty-free lunch period provided they notify the principal's office and return to campus in time to commence duty as scheduled.

(c) On those days when students are not in attendance at lunch time (e.g., exam days, parent conference days, record days, etc.), all school-based employees shall be given one hour of duty-free lunch.

(d) Itinerant teachers will only have duty at their home-based schools and will not be required to perform lunch duty at their home-based schools if they are scheduled to travel during the lunch period at their home-based schools.

**Section 9:18 - Planning Time**

(a) Every departmentalized regular education junior high and high school classroom teacher shall be scheduled for a daily uninterrupted planning period during the student school day. This period shall be equivalent to the length of the students' class period. This planning period shall be duty-free.

(b) In high schools with a seven (7) period schedule, classroom teachers shall receive two (2) planning periods during one semester and one (1) planning period during the other semester.

(c) In schools operating under the modular program schedule, the requirement for a daily uninterrupted planning period may be waived if the employees receive planning time equal to that received under a normal program schedule.

(d) Special Education teachers will be given planning time in an amount determined by the principal as may be permitted by the nature of their classes and the staffing which is available to create planning minutes.

(e) Elementary teachers shall have at least 150 minutes of planning time per week provided by art, library, music and physical education periods at each school. The phrase "elementary teachers" means teachers of grades Pre K-6.

(f) The parties understand and agree that the Board will make its best effort not to reduce planning time during the school day from present levels at each elementary school for any teacher. There will be no obligation to guarantee any number of planning minutes or blocks of planning time in any of the following events:

- (1) Failure of the voters to approve the renewal of any one (1) or more of the ad valorem millages scheduled for renewal during the term of this contract;
- (2) Change in elementary pupil-teacher ratio as mandated by the State or by BESE regulations;
- (3) An increase or decrease in the teaching staff and/or student population at any school requiring a reallocation of positions utilized to create planning time or a reallocation of planning minutes for all classroom teachers at that school; or
- (4) Insufficient resources requiring a reduction in force or an across-the-board pay cut for Bargaining Unit members, either of which would be avoidable by a reduction in planning time.

In the event any of the circumstances described hereinabove should arise, before any teacher's planning time is reduced or eliminated, the Superintendent shall meet with the Federation President and bargain in good faith over alternatives.

(g) The planning and preparation time shall be used judiciously and appropriately and may include collaborative planning, grade level/departmental meetings, professional development and study groups, provided such shall occur no more than twice each week.

**Section 9:19 - Professional Conferences - Curriculum Specialists**

Curriculum Specialists shall be allowed release time to attend professional conferences in accordance with current practice.

**Section 9:20 - Professional Growth**

The Board shall provide workshops and seminars to train employees in new technology which employees are required to learn for the performance of their job duties. Employees shall be reimbursed reasonable and customary travel expenses in accordance with Board policy when required by the Board to attend out-of-parish workshops and seminars.

**Section 9:21 - Public Address System**

"All calls" shall be limited to announcements made at the beginning and end of the school day and when an emergency situation occurs.

The public address system shall not be used to monitor or evaluate employees without their knowledge or consent.

School nurses will have the use of the intercom system to call students for health screening.

**Section 9:22 - Pupil-Teacher Ratio**

Pupil-teacher ratio shall be in accordance with State law and regulations.

**Section 9:23 - Record-keeping Day**

At the conclusion of each grading period, the Board shall schedule one-half day as record-keeping day at each school for purposes of completing grading and to record student progress and grades. No teacher shall be required to attend meetings or inservices during the half portion of the day designated for record-keeping. Teachers who engage in record-keeping will have one (1) hour for lunch.

**Section 9:24 - Records/Transfer of Special Education Students**

In the event a Special Education student is transferred from one school to another within the System, his current IEP and evaluation shall be transmitted in a timely manner.

**Section 9:25 - Relief from Nonprofessional Duties**

(a) Employees shall not be required to engage in searches for the purpose of locating explosive devices. Employees shall be responsible for evacuating students from the building when so directed and will reasonably cooperate with officials in identifying the potential location or source of any explosive or hazardous device as long as doing so does not endanger the employee.

(b) Employees shall not be required to participate in the physical inspection of students to determine the presence of health hazards.

(c) Employees shall not be required to participate in any fund-raising activity when not on duty for the school. Employees shall not be required to devote classroom instructional time to fund-raising activities.

(d) Homeroom teachers may be required to collect money or assist in fund-raising activities during their regularly scheduled homeroom periods as long as such activities are permitted by the Board.

(e) Employees shall not be required to contribute funds to any activity or for any purpose except as required by law.

(f) Employees shall not be required to monitor/teach another employee's class while teaching their classes.

(g) High school and junior high school employees shall not be required to collect lunch money. Elementary school employees will be required to collect lunch money unless there is a mechanism or procedure in place for lunch ticket sales by other personnel. The Duty Schedule Committee will make recommendations for continued implementation of this mechanism or some other procedure.

(h) Teachers shall not be required to make routine, general phone calls questioning the absence of students except where making such calls are part of a duty schedule agreed upon by the faculty at a school. This Section shall not preclude a principal from requiring a teacher to contact the parents or guardians of a student in that teacher's class to discuss absenteeism or any topic relating to that student.

**Section 9:26 - Relief Time**

During the administration of standardized tests, if relief time is given, it will be distributed as equitably as circumstances permit.

**Section 9:27 - Reporting/Departing School**

(a) All school-based personnel shall report (current reporting practices shall continue) five (5) minutes in advance of the reporting time for students unless they have planning time prior to the time students are scheduled to report in which case they shall report when their planning time is scheduled to begin. They may depart no sooner than (ten) 10 minutes after the time for final student dismissal unless their planning time occurs after the time for student dismissal in which case they may depart at the conclusion of their planning time.

(b) Any school-based personnel assigned for duty, either before or after school, on a regular school day shall report and depart in accordance with the duty schedule.

(c) All personnel who are not school-based shall report and depart in advance of or subsequent to their starting and ending times in accordance with present practice.

(d) When schools are to be closed as a result of an emergency condition and students are dismissed, employees shall be dismissed after the students have left. If students are dismissed because of an emergency condition that does not threaten the health or safety of employees and schools are not closed, employees shall be dismissed only in accordance with the Superintendent's direction.

**Section 9:28 - Required Faculty Meetings**

(a) School-based personnel shall not be required to attend more than ten (10) meetings scheduled for the entire faculty to discuss administrative matters outside of regular school hours during the school year. Faculty meetings as contemplated by this provision do not include those for faculty studies, SACS meetings, meetings required by BESE, by law, by Bulletin 741 or meetings necessitated by an emergency. However, meetings of this kind will be kept to a minimum. Also, to the extent possible, committee, grade level and department meetings will be held in lieu of full faculty meetings.

(b) "Emergency" is defined for purposes of this Section to mean a sudden, unavoidable occurrence requiring immediate action.

(c) Employee attendance at any faculty meeting may be waived by the principal for good cause. Faculty meetings as contemplated by this Section shall not exceed one (1) hour in duration.

(d) Three (3) school days advance notice of faculty meetings shall be given whenever possible. Additionally, the principal will consider any preferences expressed by teachers regarding the days of the week or dates on which faculty meetings will be scheduled.

(e) In the event any faculty meeting as contemplated herein exceeds 60 minutes in duration, an employee's attendance at such a meeting past 60 minutes shall be voluntary; however, the failure of any employee to remain past 60 minutes shall not affect the further progress of the meeting or any decision making.

**Section 9:29 - School Year**

The school year shall be established by the Board and will meet or exceed the instructional time and student attendance requirements of Bulletin 741. Included in the school year will be two (2) days for professional development and one day for room preparation prior to the first student attendance day, two (2) one-half days of professional development with no students at the conclusion of the first and third grading periods, and one day for final records after the last student attendance day.

**Section 9:30 - Special Education Teachers - Notice of Statutory/Regulatory Changes**

Meaningful statutory or regulatory changes affecting the actions of Special Education teachers shall be made known to them in a timely manner. Any Special Education teacher not informed of such changes shall not be disciplined for noncompliance.

**Section 9:31 - Staff Development - Pupil Appraisal Personnel**

Pupil Appraisal personnel shall have five (5) days per year designated for staff development purposes. Payment for attendance at staff development conferences or activities shall be made in accordance with current practices.

**Section 9:32 - Substitute Employees**

(a) Employees shall not be required to obtain their own substitutes. An employee requiring a substitute shall notify the principal, or his designee, and register his absence on the Automated Substitute Finder System. Notification and registration shall be accomplished as soon as possible but no later than 60 minutes prior to the start of the workday.

(b) An employee appointed to serve as acting principal shall have a substitute employee hired to cover his classes for the duration of the time he serves as an acting principal.

(c) Employees shall not be required to serve as substitutes during their planning time except in cases of emergency to bridge coverage for an employee unexpectedly absent and only until the substitute arrives.

(d) When a teacher is absent on a day when he is scheduled for duty and a substitute is hired, the substitute shall perform the scheduled duty for the absent teacher.

**Section 9:33 - Teaching Assignments**

(a) Employees shall have the right to request teaching assignments prior to May 1st of each school year.

(b) The appropriate supervisor or principal shall make available to each employee a form designed by the School System on which the employee may state a request for assignment(s). Such forms may be placed in employees' mailboxes or made available to employees through some other reasonable means.

(c) The principal or supervisor shall give every consideration to an employee's request for assignment for which an employee is certified.

(d) The principal or supervisor shall notify employees of their tentative teaching assignment, including tentative subject matter and grade level, for the following school year at least by the close of school. An employee shall be notified of a change in this tentative assignment as soon as feasible. Such notification may be conveyed in writing to the employee's last known home address or to the employee's school mailbox when school is in session.

(e) Employees shall be permitted to take manuals home for the summer to prepare for the next school year provided the employee has signed out for such materials and assumes the responsibility for such manuals.

(f) Changes in an employee's assignment shall not be made for arbitrary or punitive reasons.

(g) Departmentalized high school and junior high school employees shall be assigned no more than three (3) preparations unless extenuating circumstances make it unreasonable or impractical. A preparation shall be defined as:

- (1) An ability level within a subject area such as Advanced Math, Honors English, Science 1, 2 or 3;
- (2) A subject such as English, Biology, Algebra; or
- (3) A grade level such as 9th grade English or 12th grade English. The parties understand and agree that the size of certain schools, their staffing levels and the courses scheduled to be

taught may require an employee to teach more than three (3) preparations in order to staff the courses which are approved by the State or the Superintendent to be taught at a given school.

(h) Upon request of the employee, principals shall vary the assignments of any employee who has consistently been assigned a majority of low-ability students/classes, special education teachers excepted.

(i) The supervisor shall notify Pupil Appraisal employees of their tentative assignments for the following school year at least by the end of their work year. Pupil Appraisal employees shall also be notified of a change in their tentative assignments as soon as feasible. Such notification may be conveyed in writing to the employee's last known home address or through his school mailbox when school is in session.



**APPENDIX**

**SALARY SUPPLEMENTS**

St. Tammany Parish School Board  
Salary Schedule for Coaches

1. High School

a. Athletic Directors	15%	
b. <u>Sport</u>	<u>Head Coach</u>	<u>Assistant Coach</u>
Football	12%	8%
Basketball (B&G)	10%	8%
Track (B&G)	9%	7%
Baseball	9%	7%
Softball	9%	7%
Volleyball	9%	7%
Soccer (B&G)	7%	5%
Wrestling	7%	5%
9th Grade Football		7%
9th Grade Basketball		7%

Any person who coaches the following sports receives 5%:

Golf	Power Lifting
Tennis	Cheerleading
Swimming	Dance
Cross Country	

A trainer who is certified receives 2% per month and a non-certified trainer receives 1½% per month.

c. The maximum percentage one person may receive is:

Athletic Directors	26%
Coaches & Trainers	22%

d. There is no limit on the number of employees a school may assign to fill the allotted number of coaching positions.

2. Junior High School

a. Athletic Directors	5%	
b. <u>Sport</u>	<u>Head Coach</u>	<u>Assistant Coach</u>
Football	6%	4%
Basketball	6%	4%

Any person who coaches the following sports receives 3%:

Volleyball	Dance	Softball
Soccer	Cheerleading	
Track	Baseball	

c. One additional assistant coach, based on the number of student participants, may be requested at the discretion of the principal.

d. The maximum percentage one junior high school coach may receive is 17%.

**PROVISIONS APPLICABLE TO  
BUS OWNERS/ OPERATORS AND  
BUS ATTENDANTS**



**PROVISIONS APPLICABLE TO  
BUS OWNERS/OPERATORS AND BUS ATTENDANTS**

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**PROVISIONS APPLICABLE TO  
BUS OWNERS/OPERATORS AND BUS ATTENDANTS**

**ARTICLE I – GENERAL RECOGNITION**

The St. Tammany Parish School Board (hereinafter known as the “Board”) recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the “Federation”) as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time, non-administrative, nonsupervisory employees (hereinafter referred to as “Employees” or “Bargaining Unit members”). The phrase “full-time, non-administrative, nonsupervisory employee” means the following: all school bus owners/operators and bus attendants, but specifically excluding substitutes, temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

**ARTICLE II – COMPENSATED LEAVE TIME**

**Section 2:01 - Absences Due to Accident or Injury on Duty**

(a) Employees shall receive, in accordance with law, those benefits to which they are entitled in accordance with Louisiana Revised Statute 17:500.1, as amended from time to time while employed for the Board.

(b) Employees 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.

**ARTICLE III – EMPLOYEE EVALUATION**

**Section 3:01 - In General**

(a) Non-tenured bus owners/operators will be evaluated at least once per year.

(b) Tenured bus owners/operators will be evaluated at least once every three (3) years.

(c) Bus attendants will be evaluated annually. Evaluations will be made by the Director of Transportation, by his designee, or, in some cases at the request of the principal, by the principal himself.

No member of the Bargaining Unit will evaluate another Bargaining Unit member.

**Section 3:02 - Discussion of Evaluation**

Within five (5) working days of the official written evaluation of any employee, the evaluator shall provide a copy of the evaluation and meet with the employee to discuss the evaluation and to render constructive assistance.

**Section 3:03 - Evaluation Forms**

Evaluation forms will be prepared in triplicate: one (1) for the employee, one (1) for the Director of Transportation, and one (1) to the Department of Human Resources.

**Section 3:04 - Procedure to Rebut Evaluation**

The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable through the grievance procedure established in the Agreement but the same shall not be arbitral.

**ARTICLE IV - LEAVE WITHOUT PAY**

**Section 4:01 - Temporary Disability Leave**

A temporary disability shall be considered hereunder as any disabling medical condition which precludes an employee from performing the duties of his job position for a temporary period of time.

An employee who is or expects to be temporarily disabled must notify the Department of Human Resources and his school principal or supervisor in writing. Notice must be given at the earliest possible date after an employee becomes aware of the disability.

An employee anticipating a temporary disability, but not yet on leave, shall be permitted to continue employment provided the employee’s physician certifies that the employee is physically capable of performing his regular employment duties. The employee must also submit a physician’s certificate

indicating the date the disability has commenced and certifying that the employee will be temporarily unable to work.

An employee temporarily disabled must submit written verification to the School Board every six (6) weeks of the continued existence of the temporary disability. Verification shall include certification from the employee's attending physician that the employee is temporarily unable to return to work along with a current diagnosis, treatment plan, and a projected return-to-work date. Failure to provide this information may result in denial of leave or extension of leave without pay. Any question regarding whether the claimed disability is bona fide will be resolved by a Board appointed physician who shall examine the employee and render a report on his findings.

Employees shall apply unused sick leave and may use vacation time, if needed, toward any temporary disability, commencing with the first day of absence from work until such time that accumulated sick leave days and any used earned vacation days are exhausted. Employees whose temporary disabilities are longer in duration than six (6) consecutive working days and who exhaust all of their accumulated sick leave days and any of their unused earned vacation days, and whose continuing disability is not being compensated under Section 13:05 – Special Leave of Absence (Provisions Common to All Employees) shall be granted a temporary disabilities leave without pay for the duration of their temporary disability, but not to exceed one (1) year.

This Section does not apply in any respect to employees who are permanently disabled. Additionally, if an employee's disability becomes permanent in nature, even though the employee's disability commenced as a temporary one, this Section will no longer apply to that employee.

Employees are to return to official duties at the termination of their temporary disabilities and to submit a physician's statement certifying satisfactory physical condition upon returning to duty.

At the conclusion of an employee's disability leave, the employee will be returned to the same position at the same school site as soon as is practicable.

## **ARTICLE V - REDUCTION IN FORCE**

### **Section 5:01 - In General**

When conditions necessitate or require a reduction in force, such as the elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extra-curriculum offering, program or school operation; the reorganization or consolidation of one or more schools or programs; the reduction in available funds for any program that results from a decline in enrollment; or the withdrawal or reduction in resources from federal, state or other sources, the Superintendent shall consider all viable alternatives to the layoff or termination of employees including projected attrition, retirement, expiration of temporary assignments, voluntary leaves of absence, reassignment, reclassification, reduction in work schedule and displacement and any recommendation made by the Federation. The Superintendent shall also bargain with the Federation over the potential impact of any reduction in force as allowed by law and consistent with the collective bargaining agreement between the Board and the Federation.

### **Section 5:02 – Board Notification of Reduction in Force**

Prior to instituting any reduction in force, the Superintendent shall present his or her plan for the reduction in force at an official Board meeting.

### **Section 5:03 - Maintenance of Group Health and Life Benefits**

An employee on layoff remaining on the recall list will be permitted to maintain in full force any Group Health and Life Insurance benefits for which he is eligible under this Agreement and which the law will permit him to continue in effect provided that he makes satisfactory arrangements with the Department of Human Resources to pay the full cost or the full premium for such benefits in advance of its becoming due. "Full cost" or "full premium" means the entire amount needed to fund the employee benefit in question irrespective of whether part would ordinarily be paid by the employee and part paid by the Board.

### **Section 5:04 - Notification of Layoff**

No employee shall be laid off without first having been given at least 45 days' notice of layoff prior to its effective date. Notice shall be sent by certified mail, return receipt requested, to the employee's address, as it appears on School System records. It shall be the responsibility of each employee to see that his current address is on file. Notification sent to the address of an employee on file as specified herein shall be deemed adequate notification of layoff.

An employee notified of layoff may request a review of the decision by placing the request in writing and sending it to the Superintendent. The Superintendent shall consider the request and provide the

employee with the results of the review. If the employee is dissatisfied with the results of the review, the employee may pursue the matter by filing a grievance.

**Section 5:05 - Procedure for Implementation**

In order to accomplish the reduction in force, the least effective employee within each layoff targeted subject area or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many employees as necessary to accomplish the reduction by proceeding based on effectiveness rating until the number of employees to be laid off has been reached. In determining effectiveness, the Superintendent shall rely on the evaluation an employee receives as determined by its performance and evaluation policy.

In cases where two or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employees shall be laid off first. When employees have equal seniority, selection for layoff shall be by lot.

**Section 5:06 - Re-employment Rights**

Employees receiving notification of layoff shall be eligible for recall or re-employment for three (3) years after being placed on layoff. No new positions will be filled until all qualified personnel on layoff have been recalled provided those on layoff are qualified for the positions needed. Recalls will be made by recalling the most senior person on layoff who is qualified for the existing vacancy.

**Section 5:07 - Recall - Restoration of Seniority and Leave**

An employee who is laid off and re-employed shall be reinstated with maximum credit for the time already served. An employee who is recalled after being laid off shall have restored to him all of the unused leave he had accrued on the effective date of the layoff.

**Section 5:08 - Recall List**

A recall list shall be provided to the Federation and shall be amended semiannually thereafter.

**Section 5:09 - Recall Notices**

The notice of recall shall be made by certified U. S. mail, return receipt requested, properly addressed to the last address given to the School System by the employee being recalled. If the employee being recalled fails to accept the position being offered, in writing, within 15 calendar days, if offered during the school year, or 30 calendar days, if offered during the summer recess, it will be considered that the employee has refused the recall offer thereby eliminating all re-employment rights of the employee.

**Section 5:10 - Substitute Employment Preference**

Employees on the recall list shall be entitled to preference for employment as day-by-day substitutes if requested in writing. Each school shall be given a list of employees awaiting recall who desire such employment.

**ARTICLE VI - SALARY, SUPPLEMENTS AND REIMBURSEMENTS**

**Section 6:01 - Experience Credit - Salary Scale**

(a) Credit will be given for prior experience as a bus owner/operator or bus attendant in Louisiana public and non-public schools and accredited, out-of-state public schools.

(b) All partial years of service shall be combined to determine allowable credit, i.e., two one-half years of experience will only result in one year of allowable credit.

**Section 6:02 - Operational Expenses**

Bus owner/operators who own their own buses will be compensated in accordance with State guidelines for use of their buses while running their daily routes. They will also receive the local mileage supplement derived by the formula presently being utilized to determine the per mile amount. It is understood by the parties that the present fuel adjustment formula will be applied on or about the 15th day of each month and implemented during the following month. Each bus owner/operator shall receive an additional local operational monthly stipend of \$100 per month or \$1,200 per year for an additional local operational allowance.

**Section 6:03 - Step Increases**

The salary schedules for Bus Owners/Operators and Bus Attendants will be adjusted, where required, to provide for a difference of at least \$150 between steps. Those step increases presently greater than \$150 will not be adjusted.



## ARTICLE VII – VACANCIES AND TRANSFERS

### Section 7:01 - Involuntary Transfers

(This Section only applies to bus attendants, not to bus owners/operators).

- (a) Involuntary transfers shall be made, as required:
  - (1) When new buildings open;
  - (2) When a facility is closed;
  - (3) When there is a decline in student enrollment;
  - (4) To staff new schools or programs;
  - (5) To adjust for loss of classes or programs; or
  - (6) To avoid reductions in force.

(b) Before involuntarily transferring any employee, voluntary transfer to a vacant route will be offered to those whose transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over any other applicants.

(c) It is recognized that there might be more than one (1) employee willing to transfer; and, in such case, the vacant position will be awarded to the employee qualified for the position with the greatest system-wide seniority. If two (2) or more qualified employees desire the vacant position and have equal system-wide seniority, the position will be awarded by lot.

(d) If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are qualified using the following criteria:

- (1) The employee(s) with the least route seniority;
- (2) Where route seniority is equal, the employee(s) with the least system-wide seniority;
- (3) Where route and system-wide seniority is equal, selection for involuntary transfer will be made

by lot.

(e) Employees who are involuntarily transferred shall have the right to return to the route from which they were transferred in order of system-wide seniority, provided a permanent vacancy for which they are qualified occurs at their former route prior to the first pupil attendance day of the school year following the school year in which their transfers took place and will be restored to all previous route seniority accrued on that route. An employee interested in returning to his former route shall notify the Human Resources Department in writing.

(f) Any employee who is involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.

(g) An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article III – Discipline (Provisions Common to All Employees), shall be observed.

### Section 7:02 - Voluntary Transfers

(a) Route vacancies shall be filled pursuant to La. R.S. 17:493.1

(b) Any member of the Bargaining Unit shall have the right to request a voluntary transfer from one bus route to another.

(c) Consolidated, reduced or extended routes shall not be considered new routes.

(d) A Transportation Transfer Fair will be conducted annually for all Bus Drivers interested in vacant routes. All transfers will be effective for the following school year. Bus Drivers, Temporary Drivers, and Itinerant Drivers are eligible to participate in the Transfer Fair. Day-to-day substitutes are not eligible to participate. This voluntary transfer process will begin in April of every calendar year and will continue until all routes are filled or until a designated date in June not to extend beyond the last work day of June for that calendar year.

Vacant routes not filled as a result of the Transfer Fair will be filled by an approved applicant. Routes that become available after the final round of the Transfer Fair will be considered temporary and filled with a Substitute Driver, Temporary Driver, or an Itinerant Driver.

Information relative to the timeline for participation, the required form, and the current vacancy list will be made available to all eligible employees. Vacancy postings shall provide a minimum of seven (7) workdays prior to the deadline for application. Any Driver not applying within this established deadline will not be considered for transfer to the newly created or vacant route, or to any route(s) that may become vacant in the transfer process.

Eligible employees interested in a vacant route must submit a transfer request form to the Human Resources Department by 4:30 p.m. on or before the day of each deadline outlined in a timeline. A transfer request form must be completed for each route of interest. The forms are fillable and must be sent to the Human Resources Department via the employee's School Board email.

(e) Routes will be awarded per the current Louisiana Revised Statutes. In filling bus owner/operator vacancies, transfer requests shall be granted to the tenured bus owner/operator applying for the vacancy who has the greatest system-wide seniority. If no tenured owner/operator applies for the vacancy, the vacancy shall be awarded to a non-tenured owner/operator, irrespective of seniority, considering the following criteria:

- (1) Any special qualifications or licenses which the route requires;
- (2) Special responsibilities required by the position; and/or
- (3) Special needs of the route or of the students routinely transported on that route.

If no non-tenured driver applies for the vacancy then the Director of Transportation shall refer to the approved substitute list. Employees awarded a vacant route will be notified by the Human Resources Department.

(f) In filling bus attendant vacancies, transfer requests shall be granted to the applicant(s) possessing the greatest system-wide seniority, except as follows:

- (1) When the applicant does not meet or cannot fulfill the requirements or guidelines of federal, state or local programs;
- (2) When a bus attendant is not willing to accept special responsibilities required for the position as specified at the interview;
- (3) When a bus attendant is not willing to take the necessary training to qualify for the vacancy;
- (4) When the applicant is not deemed best able to meet the needs of the route or of the students routinely transported on that route. If an applicant is rejected on this basis, written reasons will be provided on request setting forth the basis for the selection which was made.

(5) When the Director of Transportation deems it appropriate, based on the criteria numbered (1) through (4) above, to review the qualifications of new applicants prior to making his decision, in which case all applicants will be considered for the position before it is filled.

(6) Bus attendants shall remain in their current position at their current site for two years prior to being eligible to request a transfer; however, if the time spent in the current position at the current site is less than two years, but the position the employee is requesting would provide a salary increase, then the employee may request the transfer to the new position. Once the employee accepts a new position, the two-year requirement to be eligible to transfer shall commence once again.

(g) Any employee's transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.

(h) The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

#### **ARTICLE VIII - WORKING CONDITIONS**

##### **Section 8:01 - Additional Safety Inspections**

If the Board requires an additional safety inspection beyond state or federal requirements, the Board shall pay the cost of such inspection.

##### **Section 8:02 - Bus Owners/Operators and Attendants/Meeting Place**

Bus owners/operators and attendants shall make every effort to agree on the place where they will meet to begin the route and on the place to which the attendant will be returned by the owner/operator at the completion of the route. Absent their agreement, the Director of Transportation will determine their place of meeting and the attendant will be returned by the owner/operator to the place of meeting.

##### **Section 8:03 - Employee Training**

Employees shall be trained to perform duties which are new to them. Training shall take place during regular working hours. If not, employees will be compensated for training time spent outside of regular working hours.

##### **Section 8:04 - Facilities**

- (a) Separate restrooms for adults and students shall be maintained at each school site.

(b) A telephone will be made available for necessary calls during duty time in some appropriate area of the school.

(c) Employees shall have access to employee lounges at their worksites.

(d) When parking facilities are available for teachers in an existing school location, such facilities shall also be available to bus owners/operators and attendants for their personal automobiles.

(e) An effort will be made to convey emergency telephone messages to bus owners/operators and bus attendants at their base schools.

**Section 8:05 - Health and Safety**

(a) Information RE: Students: Each owner/operator and attendant will be furnished the name of any student assigned to his bus who, in the opinion of the Board, has a serious physical or mental medical problem which may require special or emergency attention. Any special procedures known to the Board which may assist in an emergency situation involving such student will also be communicated.

(b) Unsafe Road Conditions: When an owner/operator reports unsafe conditions on a route, a supervisor shall make an on-site inspection of the route to determine whether the condition should be reported to the City or Parish, whether the bus should be re-routed or whether other action should be taken.

(c) Students with Special Needs: The principal will designate appropriate personnel to meet and assist those special education students requiring special assistance. When students who are confined to wheelchairs are being loaded onto the bus at the end of the school day, the school-based employees responsible for delivery of the student to the bus stop will aid the bus attendant and owner/operator in securing the student on the lift.

(d) Impassable Streets/Standing Water: In after school routes, when streets are impassable because of standing water or it is too deep for students to walk through because of unseen dangers, it is advised that the bus owner/operator return the students to their schools and assure that they are under supervision prior to leaving them. When such conditions exist on morning routes, owners/operators shall bring any students already in their custody to school and report their inability to pick up others both to the school waiting to receive them and to the Transportation Office.

(e) Special Education/Special Equipment: In the case of special education students, a bus owner/operator and attendant will not be required to take a student from his home whenever the owner/operator and attendant agree that the student's equipment is unsafe, inoperable or incompatible with bus configuration for safe transportation. Whenever a decision is made not to transport a student, it will be reported to the Transportation Department. If an owner/operator or attendant picking up a student from school determines that he cannot be safely transported, the owner/operator or attendant will inform the principal who, in turn, will consult with special education, if necessary, and decide whether the student is to be transported.

(f) A member of the Bargaining Unit shall not be required to disarm any student when the situation jeopardizes his health or safety or that of his students.

(g) As part of school bus safety instruction scheduled and coordinated with principals, time will be provided for owners/operators to instruct students in the correct way to board and disembark the bus as well as to review the rules and regulations.

(h) School bus attendants and special needs school bus owners/operators shall be trained in safety techniques for tying down wheelchairs.

**Section 8:06 - Inservice Training**

Employees assigned additional responsibilities shall be provided training in their new duties. The training shall be held during the workday.

**Section 8:07 - New Driver Training**

Only experienced owners/operators who volunteer will be assigned the responsibility of training new drivers. Owners/operators and trainees may agree to team up for the training required by the Louisiana Department of Transportation (LDOT), but the Director of Transportation reserves the right to reject any such arrangement.

The Board will be responsible for the repair of collision damages caused to an owner's/operator's bus by the trainee's fault in all cases where the Board has assigned the owner/operator to conduct this training, provided the owner/operator has followed LDOT guidelines and regulations in conducting such training.

**Section 8:08 - Orientation**

New employees shall be apprised of personnel policies upon their hire. Newly hired bus attendants shall be given on the job training in the field by the owner/operator with whom they are assigned to work.

Time spent by the owner/operator conducting such training and by the attendant will be considered part of the regular workday.

Instructions and work assignments given to employees regarding their duties will be given during the regular workday.

**Section 8:09 - Participation in State Instructional Program**

Pursuant to La. R.S. 17:497.2, any school bus driver who participates in the school bus drivers' instructional program provided through the State Department of Education shall receive a remuneration the sum of \$6.00 (six dollars) for each hour of instruction in such program, not to exceed \$48.00 (forty-eight dollars) per school year.

**Section 8:10 - Reporting Absences and Substitutes**

In the event a school bus owner/operator or non-owner/operator or attendant is unable to perform his assigned duties for reasons of illness or for any other reason approved by the Board, the bus operator or attendant will report his pending absence to the Department of Transportation office and whether or not he or she has been able to procure a substitute. The Transportation Department may use an automated management system to record absences and substitute appointments. If used, all bus operators will be required to report absences through the automated system. If a bus operator reports an inability to obtain a substitute, the substitute will be procured by the Transportation Department from an approved list. Any bus operator may nominate a qualified, certified driver for inclusion on the list.

**Section 8:11 - Responsibility/Damage to School Property**

An employee shall not be monetarily responsible for damage caused as a result of his lack of knowledge in performing his assigned duties provided such damage is not the result of a willful or intentional act.

**Section 8:12 - Special Education Students/Absent Parent or Guardian**

In the event that no person of suitable age and discretion ("responsible person") is at home to meet a special education student who may not be left unattended, the bus owner/operator will notify the Transportation Department and provide the phone number for the secondary address noted on the bus card. The Transportation Department will then telephone the secondary address and radio the owner/operator to let him know if a "responsible person" is present at that address to receive the student prior to his traveling to that address. If a "responsible person" is present at that address, the owner/operator will bring the student to that address. If no one is present at either the primary or secondary address, the Transportation Department will notify the school of the situation. If the Transportation Department and/or the school administration are unable to locate the parents, the Transportation Department will inform Student Protective Services and/or law enforcement officials, and the owner/operator, on instruction of the Transportation Department, will bring the student to the place designated. The Transportation Department and school officials shall take necessary steps to assist the owner/operator, as may be appropriate, in delivering the student into responsible custody. The owner/operator shall remain responsible for the welfare of the student until the student is delivered to his parents or to other custody. Parents will be notified of this procedure.

**Section 8:13 - Student Discipline**

Each student riding a school bus or other school provided transportation shall observe and be disciplined in accordance with the *Handbook on Attendance, Discipline & School Records*. All such disciplinary rules and safety regulations contained therein relating to "Conduct on the School Bus" will be posted in each bus. Upon appointment by the Federation, bus owners/operators and attendants shall participate on the Committee relating to student discipline established in Section 4:11 – Student Discipline (Provisions Applicable to Teachers and Other Certificated Employees).

**Section 8:14 - Summer School**

Applications to drive Summer School Special Education routes and to serve as bus attendants shall be on an appropriate form and submitted to the Director of Transportation by May 1<sup>st</sup> of each year.

Applications to drive routes for Summer School/Programs shall be on an appropriate form provided by the Transportation Department and submitted to the Director of Transportation by May 1<sup>st</sup> of each year.

The following process shall govern the selection of employees from among those who have applied:

- (1) First choice to drive the routes serviced by School Board owned buses shall be given to those who drive those buses during the regular school year. Bus attendants who ride on those buses shall be given first choice.

- (2) With respect to routes and attendant positions not filled under (1) above and with respect to all other summer routes not serviced by School Board owned buses, a rotational system shall be utilized limiting employees to three (3) consecutive years in the summer school programs.
- (3) Placement on routes and bus attendant positions not filled under Section 8:14 – Summer School above and for all other summer routes and bus attendant positions not serviced by School Board owned buses shall be as follows with no one (1) criteria having more weight than any other: tenure, seniority, experience with special education students, experience with the St. Tammany Parish School System and evaluations.
- (4) Employees will be notified of their selection and route assignment as soon as practical after summer school enrollment is completed and routes are determined.
- (5) Owners/operators and bus attendants shall be paid their regular daily rate of pay and shall start and end their routes in accordance with present practice.

**Section 8:15 – Tenure**

Bus Operators will acquire tenure in accordance with the provisions of State law.

**Section 8:16 - Work Year**

The regular work year for bus owners/operators and bus attendants shall consist of whatever number of student attendance days are required by the State, the two (2) professional development days at the conclusion of the first and third grading periods when no students are in attendance, and any emergency days added by the Board which become utilized as student attendance days.

**Section 8:17 – Workday**

The normal workday for employees shall consist of the time required to perform the duties they are assigned in connection with their routes inclusive of transportation, maintenance of vehicles, safety training, inservice and administrative tasks. The starting and ending times for driving any assigned route shall be determined by the starting and dismissal times of the schools served by that route.

Whenever the state or federal government funds special compensation for owners/operators or attendants who participate in special safety training or programs, the Board will pass on such compensation to the employees who attend.

# **PROVISIONS APPLICABLE TO CUSTODIAL EMPLOYEES**

**CUSTODIAL  
EMPLOYEES**



**PROVISIONS APPLICABLE TO CUSTODIAL EMPLOYEES**

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CUSTODIAL EMPLOYEES





**PROVISIONS APPLICABLE TO CUSTODIAL EMPLOYEES**

**ARTICLE I – GENERAL RECOGNITION**

**Section 1:01 – In General**

The St. Tammany Parish School Board (hereinafter known as the “Board”) recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the “Federation”) as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time, non-administrative, nonsupervisory employees (hereinafter referred to as “Employees” or “Bargaining Unit members”). The phrase “full-time or part-time, non-administrative, nonsupervisory employee” means the following: all full-time or part-time custodians but specifically excluding substitutes, temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

**Section 1:02 – Part-time Employees**

All provisions of this Agreement shall apply to part-time employees with the exception of Sections 8:05 – Equitable Distribution of Overtime and 8:14 – Workday, Workweek and Fair Labor Standards Compliance of this Provision.

Provisions of this Agreement relating to Section 2:09 – Sick and/or Emergency Leave (Provisions Common to All Employees) and Section 8:12 - Vacation of this provision shall apply to those part-time employees who work certain hours each day of the week, and it shall then be prorated according to actual hours worked. Similarly, salary and supplements under Article XXI – Salaries, Supplements, and Reimbursements (Provisions Common to All Employees) will be prorated for part-timers. Part-time employees will be eligible for retirement only if they meet the threshold requirement of an average of 21 hours of work in each workweek of the school year, and for hospital/medical benefits under Article XI – Group Health and Life Insurance Benefits (Provisions Common to All Employees) if they actually work at least 30 hours in each workweek of the school year.

**ARTICLE II – COMPENSATED LEAVE TIME**

**Section 2:01 – Absences Due to Accident or Injury on Duty**

(a) Employees shall receive, in accordance with law, those benefits to which they are entitled in accordance with Louisiana Revised Statute 17:1206.1, as amended from time to time while employed by the Board.

(b) Employees 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.

**ARTICLE III – EMPLOYEE EVALUATION**

**Section 3:01 – In General**

Employees will be evaluated by the principal or administrator in charge of the building to which they are assigned.

**Section 3:02 – Discussion of Evaluation**

Within five (5) working days of the official written evaluation of any employee, the evaluator shall provide a copy of the evaluation and meet with the employee to discuss the evaluation and to render constructive assistance.

**Section 3:03 – Evaluation Forms**

Evaluation forms will be prepared in quadruplicate: one (1) for the employee, one (1) for the principal or supervisor in charge of the building to which he is assigned, one (1) for the Supervisor of Custodial Services, and one (1) for the Superintendent of Schools.

**Section 3:04 – Procedure to Rebut Evaluation**

The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable through the grievance procedure established in the Agreement but the same shall not be arbitral.

**ARTICLE IV – LEAVE WITHOUT PAY**

**Section 4:01 – Temporary Disability Leave**

A temporary disability shall be considered hereunder as any disabling medical condition which precludes an employee from performing the duties of his job position for a temporary period of time.

An employee who is or expects to be temporarily disabled must notify the Department of Human Resources and his school principal or supervisor in writing. Notice must be given at the earliest possible date after an employee becomes aware of the disability.

An employee anticipating a temporary disability, but not yet on leave, shall be permitted to continue employment provided the employee’s physician certifies that the employee is physically capable of performing his regular employment duties. The employee must also submit a physician’s certificate indicating the date the disability has commenced and certifying that the employee will be temporarily unable to work.

An employee temporarily disabled must submit written verification to the School Board every six (6) weeks of the continued existence of the temporary disability. Verification shall include certification from the employee’s attending physician that the employee is temporarily unable to return to work along with a current diagnosis, treatment plan, and a projected return-to-work date. Failure to provide this information may result in denial of leave or extension of leave without pay. Any question regarding whether the claimed disability is bona fide will be resolved by a Board appointed physician who shall examine the employee and render a report on his findings.

Employees shall apply unused sick leave and may use vacation time, if needed, toward any temporary disabilities, commencing with the first day of absence from work until such time that accumulated sick leave days and any used earned vacation days are exhausted. Employees whose temporary disabilities are longer in duration than six (6) consecutive working days and who exhaust all of their accumulated sick leave days and any of their used earned vacation days, and whose continuing disabilities are not being compensated under Section 13:05 – Special Leave of Absence (Provisions Common to All Employees) shall be granted a temporary disability leave without pay for the duration of their temporary disabilities, but not to exceed one (1) year.

This Section does not apply in any respect to employees who are permanently disabled. Additionally, if an employee’s disability becomes permanent in nature, even though the employee’s disability commenced as a temporary one, this Section will no longer apply to that employee.

Employees are to return to official duties at the termination of their temporary disabilities and to submit a physician’s statement certifying satisfactory physical condition upon returning to duty.

At the conclusion of an employee’s disability leave, the employee will be returned to the same position at the same school site as soon as is practicable.

**ARTICLE V - REDUCTION IN FORCE**

**Section 5:01 - In General**

When conditions necessitate or require a reduction in force, such as the elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extra-curriculum offering, program or school operation; the reorganization or consolidation of one or more schools or programs; the reduction in available funds for any program that results from a decline in enrollment; or the withdrawal or reduction in resources from federal, state or other sources, the Superintendent shall consider all viable alternatives to the layoff or termination of employees including projected attrition, retirement, expiration of temporary assignments, voluntary leaves of absence, reassignment, reclassification, reduction in work schedule and displacement and any recommendation made by the Federation. The Superintendent shall also bargain with the Federation over the potential impact of any reduction in force as allowed by law and consistent with the collective bargaining agreement between the Board and the Federation.

**Section 5:02 – Board Notification of Reduction in Force**

Prior to instituting any reduction in force, the Superintendent shall present his or her plan for the reduction in force at an official Board meeting.

**Section 5:03 - Maintenance of Group Health and Life Benefits**

An employee on layoff remaining on the recall list will be permitted to maintain in full force any Group Health and Life Insurance benefits for which he is eligible under this Agreement and which the law will permit him to continue in effect provided that he makes satisfactory arrangements with the

Department of Human Resources to pay the full cost or the full premium for such benefits in advance of its becoming due. "Full cost" or "full premium" means the entire amount needed to fund the employee benefit in question irrespective of whether part would ordinarily be paid by the employee and part paid by the Board.

**Section 5:04 - Notification of Layoff**

No employee shall be laid off without first having been given at least 45 days' notice of layoff prior to its effective date. Notice shall be sent by certified mail, return receipt requested, to the employee's address, as it appears on School System records. It shall be the responsibility of each employee to see that his current address is on file. Notification sent to the address of an employee on file as specified herein shall be deemed adequate notification of layoff.

An employee notified of layoff may request a review of the decision by placing the request in writing and sending it to the Superintendent. The Superintendent shall consider the request and provide the employee with the results of the review. If the employee is dissatisfied with the results of the review, the employee may pursue the matter by filing a grievance.

**Section 5:05 - Procedure for Implementation**

In order to accomplish the reduction in force, the least effective employee within each layoff targeted subject area or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many employees as necessary to accomplish the reduction by proceeding based on effectiveness rating until the number of employees to be laid off has been reached. In determining effectiveness, the Superintendent shall rely on the evaluation an employee receives as determined by its performance and evaluation policy.

In cases where two or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employees shall be laid off first. When employees have equal seniority, selection for layoff shall be by lot.

**Section 5:06 - Re-employment Rights**

Employees receiving notification of layoff shall be eligible for recall or re-employment for three (3) years after being placed on layoff. No new positions will be filled until all qualified personnel on layoff have been recalled provided those on layoff are qualified for the positions needed. Recalls will be made by recalling the most senior person on layoff who is qualified for the existing vacancy.

**Section 5:07 - Recall - Restoration of Seniority and Leave**

An employee who is laid off and re-employed shall be reinstated with maximum credit for the time already served. An employee who is recalled after being laid off shall have restored to him all of the unused leave he had accrued on the effective date of the layoff.

**Section 5:08 - Recall List**

A recall list shall be provided to the Federation and shall be amended semiannually thereafter.

**Section 5:09 - Recall Notices**

The notice of recall shall be made by certified U. S. mail, return receipt requested, properly addressed to the last address given to the School System by the employee being recalled. If the employee being recalled fails to accept the position being offered, in writing, within 15 calendar days, if offered during the school year, or 30 calendar days, if offered during the summer recess, it will be considered that the employee has refused the recall offer thereby eliminating all re-employment rights of the employee.

**Section 5:10 - Substitute Employment Preference**

Employees on the recall list shall be entitled to preference for employment as day-by-day substitutes if requested in writing. Each school shall be given a list of employees awaiting recall who desire such employment.

**ARTICLE VI – SALARY, SUPPLEMENTS AND REIMBURSEMENTS**

**Section 6:01 – Experience Credit – Salary Scale**

(a) Credit will be given for prior experience as a custodial employee in Louisiana public and non-public schools and accredited, out-of-state public schools.

(b) All partial years of service shall be combined to determine allowable credit, i.e., two one-half years of experience will only result in one year of allowable credit.

**Section 6:02 – Step Increases**

The Board will study the feasibility of adjusting salary schedules during the term of this Agreement so that all employees have the same number of Step increases. The Federation agrees that the Board, at its discretion, may implement a plan to accomplish this.

**Section 6:03 – Substitutes Performing in Their Same Job Position**

Employees not scheduled for regular duty who are hired by the Board as substitutes in their same job position shall be paid their regular hourly rate instead of substitute pay.

**ARTICLE VII - VACANCIES AND TRANSFERS**

**Section 7:01 – Involuntary Transfers**

(a) An involuntary transfer is the involuntary movement of an employee from one school or worksite to another school or worksite. Involuntary transfers may occur for any of the following reasons:

- (1) When new buildings open;
- (2) When a facility is closed;
- (3) When there is a decline in student enrollment;
- (4) To staff new schools or programs;
- (5) To adjust for loss of classes or programs; or
- (6) To avoid reductions in force.

(b) Before involuntarily transferring any employee, voluntary transfer to a vacant position at another school or worksite will be offered to those whose transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over any other applicants.

(c) It is recognized that there might be more than one (1) employee willing to transfer; and, in such case, the vacant position will be awarded to the employee qualified for the position with the greatest system-wide seniority. If two (2) or more employees desire the vacant position and have equal qualified and system-wide seniority, the position will be awarded by lot.

(d) If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are qualified using the following criteria:

- (1) The employee(s) with the least building or worksite level seniority;
- (2) Where building level or worksite level seniority is equal, the employee(s) with the least system-wide seniority will be involuntarily transferred; and
- (3) Where building or worksite level seniority and system-wide seniority are equal, selection for involuntary transfer will be made by lot.

(e) Employees who are involuntarily transferred shall have the right to return to the school or worksite from which they were transferred in order of system-wide seniority, provided a permanent vacancy for which they are qualified occurs at their former school or worksite and will be restored of all previous building level seniority accrued at that school or worksite. An employee interested in returning to his former school or worksite shall notify the Department of Human Resources.

(f) Where the entire student body of a school building or an entire grade, department or classification is moved en masse to another school building or split between schools, the employees affected shall be transferred to the new location or locations.

(g) Any employee who involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.

(h) An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article III – Discipline (Provisions Common to All Employees), shall be observed.

**Section 7:02 – Voluntary Transfers**

(a) A voluntary transfer is the voluntary movement of an employee from one worksite or school to another worksite or school. Any member of the Bargaining Unit shall have the right to request a voluntary transfer.

(b) Employees shall remain in their current position at their current site for two years prior to being eligible to request a transfer; however, if the time spent in the current position at the current site is less than two years, but the position the employee is requesting would provide a salary increase, then the employee may request the transfer to the new position. Once the employee accepts a new position, the two-year requirement to be eligible to transfer shall commence once again.

(c) All known vacancies and new positions shall be posted on the Federation bulletin board located in each school. A copy of the posting shall also be sent by mail to the Federation office.

(d) Any employee desiring to transfer from his position to one of the vacant positions must file an application containing such information as may be required by the Department of Human Resources by the deadline established for applying. Vacancy postings shall provide a minimum of seven (7) workdays prior to the deadline for application. Application forms will be made available in each school building.

(e) Transfer requests shall be granted in filling vacancies to the applicant(s) possessing the greatest number of years of service in the St. Tammany Parish School System except as follows:

- (1) When the applicant does not have the needed experience for the position;
- (2) When the position requires special qualifications;
- (3) Where the position requires special training;
- (4) If the applicant is not willing or able to assume special responsibilities required by the position, as specified at the interview;
- (5) When the applicant is not the individual deemed best able to meet the needs of the school or building site; and/or
- (6) When the principal or building supervisor deems it appropriate, based on the criteria number (4) and (5) above, to review the qualifications of new applicants prior to making his decision, in which case all applicants will be considered for the position before it is filled.

(f) The principal or building supervisor will then make a recommendation to the Supervisor of Human Resources.

(g) The principal or building supervisor shall provide written reasons, on request of any unsuccessful applicant, through the Department of Human Resources, explaining the basis for the selection he made.

(h) A transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.

(i) The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

**ARTICLE VIII – WORKING CONDITIONS**

**Section 8:01 – Call Out – Compensation**

(a) Twelve-month employees who receive holiday pay for school holidays listed in the Agreement (e.g. New Year's Day, Martin Luther King Day) and who are called out to their worksites to perform work on such holidays will be paid double time for all time worked in addition to their holiday pay.

(b) Twelve-month employees who are not on duty and are called out to their worksites to perform work on a non-holiday (e.g. after regular working hours, weekends, scheduled day off) shall be compensated in accordance with the Fair Labor Standards Act, but shall be guaranteed a two (2) hour minimum.

(c) Custodians responsible for turning off alarms shall be compensated in accordance with the FLSA but shall not be guaranteed a minimum.

**Section 8:02 – Duty Schedule**

Bargaining Unit members shall be assigned a schedule of specific duties to be performed on a routine basis.

**Section 8:03 – Employee Training**

Employees shall be trained to perform duties which are new to them. Training shall take place during regular working hours. If not, employees will be compensated for training time spent outside of regular working hours.

**Section 8:04 – Employee Uniforms**

The Board will provide new uniform shirts, for custodial employees, every year which will be required to be worn while at work. Additional shirts can be bought by the employee at the Board’s cost.

**Section 8:05 – Equitable Distribution of Overtime**

Overtime shall be offered on an equitable basis, but nothing herein shall require the employer to equalize overtime among members of the Bargaining Unit.

**Section 8:06 – Facilities**

- (a) Telephone messages shall be conveyed to employees. Emergency messages shall be conveyed immediately.
- (b) Separate restrooms for adults and students shall be maintained at each school site.
- (c) A telephone will be made available for necessary calls during duty time in some appropriate area of the school.
- (d) Employees shall have access to employee lounges at their worksites.
- (e) When parking facilities are available for teachers in an existing school location, such facilities shall also be available to custodians.

**Section 8:07 – Health and Safety**

- (a) The Board shall provide a place to work which is safe in terms of and relative to the duties an employee is required to perform.
- (b) Employees shall be trained in the appropriate methods and procedures for handling potentially hazardous waste including blood, body fluids and excretions.
- (c) The Board shall provide for fingerprinting of new employees as required by law. This shall be at no cost to the employee; the Board shall pay all expenses for the fingerprinting procedure.

**Section 8:08 – Responsibility/Damage to School Property**

An employee shall not be monetarily responsible for damage caused as a result of his lack of knowledge in performing his assigned duties provided such damage is not the result of a willful or intentional act.

**Section 8:09 – Substitute Custodians**

The Board shall make a good faith effort to hire substitutes to cover duties of regularly assigned custodians when they are absent.

Any custodian who will be absent from scheduled duty shall report his absence to the principal or building administrator at least 60 minutes prior to start of his shift.

**Section 8:10 – Substitute Custodians – Compensation**

Employees not scheduled for regular duty who are hired by the Board as substitutes in their same job position shall be paid their regular hourly rate instead of substitute pay.

**Section 8:11 – Upgrade – Compensation**

When the Head Custodian is absent for a period of ten (10) consecutive days or more and a temporary Head Custodian is upgraded, the acting Head Custodian will be compensated at the rate of a Head Custodian for the duration of the upgrade commencing with the eleventh day of his upgrade.

**Section 8:12 – Vacation**

Twelve-month employees will earn vacation days in accordance with their years of employment with the St. Tammany Parish School Board, as follows:

Years of Employment	Total Number of Vacation Days Earned Annually
Over 1 but less than 5	10
Over 5 but less than 10	12 ½
Over 10 but less than 15	15
Over 15 but less than 20	17 ½
Over 20	20

Employees are to use their vacation beginning with the first year in which it is accrued. Vacation must be approved by management. A maximum of five (5) days of vacation may be carried forward to the next fiscal year. Any vacation not carried forward will be lost.

Considering that an employee may use his vacation days commencing with the first year in which vacation is being accrued, an employee may use up to the full number of vacation days he will earn in

any fiscal year during that fiscal year commencing with the first fiscal year of his employment. Consequently, the parties understand that an employee may actually use a certain number of vacation days during a given fiscal year prior to his actually having earned those days. In the event an employee becomes separated from employment with the St. Tammany Parish School System and has used vacation days which he has not yet earned, an adjustment for the vacation days taken but not yet earned shall be made by withholding an appropriate amount from any final pay due the employee. If there is insufficient or no pay due the employee upon separation from employment, the employee shall repay the Board by personal check or money order.

When an employee is on leave without pay, vacation will not accrue during this time.

When an employee separates from employment with the St. Tammany Parish School System, he shall be compensated for all accrued and unused vacation days at his current rate of pay.

**Section 8:13 – Work Year**

Custodial employees shall work the numbers of days required by their job positions.

**Section 8:14 – Workday, Workweek and Fair Labor Standards Compliance (FLSA)**

(a) Custodial employees shall be scheduled for a seven (7) or eight (8) hour workday, exclusive of a 30-minute duty-free lunch, but inclusive of two (2) 15-minute breaks. Part-time custodial employees shall work the number of hours each day, less than seven (7), established by the principal or building supervisor in consultation with the Supervisor of Maintenance and Custodial Services. Part-time custodians who work at least six (6) hours per day shall be given a lunch break of at least 30 minutes, exclusive of their six (6) work hours, but inclusive of two (2) 15-minute breaks. Custodians who work less than six (6) hours per day shall receive one (1) 15-minute break, inclusive of work time.

(b) The total number of regular hours worked by custodial employees shall not exceed 40 hours in any single workweek without the express permission of the Superintendent or designee. Any employee who believes or asserts that he or she is being required to work in excess of 40 hours in a single workweek shall report this directly to his or her principal or building supervisor or Supervisor of Maintenance and Custodial Services and/or to the Department of Human Resources.

(c) In order to assure FLSA compliance, custodial employees shall be required to sign in to work and sign out of work by electronic or mechanical means established by the Board. Signing in and out in this manner shall also apply in cases where custodial employees receive a lunch break. Signing in and signing out will not be required for 15-minute breaks.

(d) Any hours worked by a custodial employee in excess of 40 in a single workweek shall be compensated in accordance with the FLSA by paying the custodial employee 1.5 x his or her regular rate, or, alternatively, by giving the employee compensatory time-off equal to 1.5 hours for each hour worked in excess of 40. The Superintendent shall decide whether to compensate overtime with extra pay or with compensatory time off.

(e) The parties understand and agree that the salary paid to full-time custodial employees is based on a 40-hour week. Although they will be scheduled for a 35-hour week, there may be occasions when a custodial employee remains at work longer than his or her scheduled hours for a given day, in which case additional compensation need not be paid in order to comply with the FLSA.





# **PROVISIONS APPLICABLE TO FOOD SERVICE EMPLOYEES**

**FOOD**  
SERVICE EMPLOYEES



**PROVISIONS APPLICABLE TO FOOD SERVICE EMPLOYEES**

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FOOD SERVICE EMPLOYEES



## **PROVISIONS APPLICABLE TO FOOD SERVICE EMPLOYEES**

### **ARTICLE I – GENERAL RECOGNITION**

#### **Section 1:01 – In General**

The St. Tammany Parish School Board (hereinafter known as the “Board”) recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the “Federation”) as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time, non-administrative, nonsupervisory employees (hereinafter referred to as “Employees” or “Bargaining Unit members”). The phrase “full-time or part-time, non-administrative, nonsupervisory employee” means the following: all full-time or part-time Food Service technicians and assistant managers, also at times referred to as “cafeteria employees or workers”, but specifically excluding special program accountants, all assistants to the Director of Food Services, all Food Service managers, substitutes, temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

#### **Section 1:02 - Part-time Employees**

All provisions of this Agreement shall apply to part-time employees with the exception of Section 8:16 – Work Year of this Provision.

Provisions of this Agreement relating to Section 2:09 – Sick and/or Emergency Leave (Provisions Common to All Employees) shall apply to those part-time employees who work certain hours each day of the week, and it shall then be prorated according to actual hours worked. Similarly, salary and supplements under Article XXI – Salaries, Supplements, and Reimbursements (Provisions Common to All Employees) will be prorated for part-timers. Part-time employees will be eligible for retirement only if they meet the threshold requirement of an average of 21 hours of work in each workweek of the school year, and for hospital/medical benefits under Article XI – Group Health and Life Insurance Benefits (Provisions Common to All Employees) if they actually work at least 30 hours in each workweek of the school year.

### **ARTICLE II - COMPENSATED LEAVE TIME**

#### **Section 2:01 - Absences Due to Accident or Injury on Duty**

(a) Employees shall receive, in accordance with law, those benefits to which they are entitled in accordance with Louisiana Revised Statute 17:1206.1, as amended from time to time while employed by the Board.

(b) Employees 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.

### **ARTICLE III – EMPLOYEE EVALUATION**

#### **Section 3:01 - In General**

Employees will be evaluated by the Cafeteria Manager and/or by the principal of the school to which they are assigned.

No member of the Bargaining Unit will evaluate another Bargaining Unit member.

#### **Section 3:02 - Discussion of Evaluation**

Within five (5) working days of the official written evaluation of any employee, the evaluator shall provide a copy of the evaluation and meet with the employee to discuss the evaluation and to render constructive assistance.

#### **Section 3:03 - Evaluation Forms**

Evaluation forms will be prepared in quadruplicate: one (1) for the employee, one (1) for the Manager of Food Services under whom the employee works, one (1) for the Supervisor of School Food Services, and one (1) for the Department of Human Resources.

#### **Section 3:04 - Procedure to Rebut Evaluation**

The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable through the grievance procedure established in the Agreement but the same shall not be arbitral.

## **ARTICLE IV - LEAVE WITHOUT PAY**

### **Section 4:01 - Temporary Disability Leave**

A temporary disability shall be considered hereunder as any disabling medical condition which precludes an employee from performing the duties of his job position for a temporary period of time.

An employee who is or expects to be temporarily disabled must notify the Department of Human Resources and his school principal or supervisor in writing. Notice must be given at the earliest possible date after an employee becomes aware of the disability.

An employee anticipating a temporary disability, but not yet on leave, shall be permitted to continue employment provided the employee's physician certifies that the employee is physically capable of performing his regular employment duties. The employee must also submit a physician's certificate indicating the date the disability has commenced and certifying that the employee will be temporarily unable to work.

An employee temporarily disabled must submit written verification to the School Board every six (6) weeks of the continued existence of the temporary disability. Verification shall include certification from the employee's attending physician that the employee is temporarily unable to return to work along with a current diagnosis, treatment plan, and a projected return-to-work date. Failure to provide this information may result in denial of leave or extension of leave without pay. Any question regarding whether the claimed disability is bona fide will be resolved by a Board appointed physician who shall examine the employee and render a report on his findings.

Employees shall apply unused sick leave and may use vacation time, if needed, toward any temporary disability, commencing with the first day of absence from work until such time that accumulated sick leave days and any used earned vacation days are exhausted. Employees whose temporary disabilities are longer in duration than six (6) consecutive working days and who exhaust all of their accumulated sick leave days and any of their used earned vacation days, and whose continuing disabilities are not being compensated under Section 13:05 – Special Leave of Absence (Provisions Common to All Employees) shall be granted a temporary disability leave without pay for the duration of their temporary disabilities, but not to exceed one (1) year.

This Section does not apply in any respect to employees who are permanently disabled. Additionally, if an employee's disability becomes permanent in nature, even though the employee's disability commenced as a temporary one, this Section will no longer apply to that employee.

Employees are to return to official duties at the termination of their temporary disabilities and to submit a physician's statement certifying satisfactory physical condition upon returning to duty.

At the conclusion of an employee's disability leave, the employee will be returned to the same position at the same school site as soon as is practicable.

## **ARTICLE V - REDUCTION IN FORCE**

### **Section 5:01 - In General**

When conditions necessitate or require a reduction in force, such as the elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extra-curriculum offering, program or school operation; the reorganization or consolidation of one or more schools or programs; the reduction in available funds for any program that results from a decline in enrollment; or the withdrawal or reduction in resources from federal, state or other sources, the Superintendent shall consider all viable alternatives to the layoff or termination of employees including projected attrition, retirement, expiration of temporary assignments, voluntary leaves of absence, reassignment, reclassification, reduction in work schedule and displacement and any recommendation made by the Federation. The Superintendent shall also bargain with the Federation over the potential impact of any reduction in force as allowed by law and consistent with the collective bargaining agreement between the Board and the Federation.

### **Section 5:02 – Board Notification of Reduction in Force**

Prior to instituting any reduction in force, the Superintendent shall present his or her plan for the reduction in force at an official Board meeting.

### **Section 5:03 - Maintenance of Group Health and Life Benefits**

An employee on layoff remaining on the recall list will be permitted to maintain in full force any Group Health and Life Insurance benefits for which he is eligible under this Agreement and which the law will permit him to continue in effect provided that he makes satisfactory arrangements with the Department of Human Resources to pay the full cost or the full premium for such benefits in advance of its becoming due. "Full cost" or "full premium" means the entire amount needed to fund the employee benefit in question irrespective of whether part would ordinarily be paid by the employee and part paid by the Board.

**Section 5:04 - Notification of Layoff**

No employee shall be laid off without first having been given at least 45 days' notice of layoff prior to its effective date. Notice shall be sent by certified mail, return receipt requested, to the employee's address, as it appears on School System records. It shall be the responsibility of each employee to see that his current address is on file. Notification sent to the address of an employee on file as specified herein shall be deemed adequate notification of layoff.

An employee notified of layoff may request a review of the decision by placing the request in writing and sending it to the Superintendent. The Superintendent shall consider the request and provide the employee with the results of the review. If the employee is dissatisfied with the results of the review, the employee may pursue the matter by filing a grievance.

**Section 5:05 - Procedure for Implementation**

In order to accomplish the reduction in force, the least effective employee within each layoff targeted subject area or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many employees as necessary to accomplish the reduction by proceeding based on effectiveness rating until the number of employees to be laid off has been reached. In determining effectiveness, the Superintendent shall rely on the evaluation an employee receives as determined by its performance and evaluation policy.

In cases where two or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employees shall be laid off first. When employees have equal seniority, selection for layoff shall be by lot.

**Section 5:06 - Re-employment Rights**

Employees receiving notification of layoff shall be eligible for recall or re-employment for three (3) years after being placed on layoff. No new positions will be filled until all qualified personnel on layoff have been recalled provided those on layoff are qualified for the positions needed. Recalls will be made by recalling the most senior person on layoff who is qualified for the existing vacancy.

**Section 5:07 - Recall - Restoration of Seniority and Leave**

An employee who is laid off and re-employed shall be reinstated with maximum credit for the time already served. An employee who is recalled after being laid off shall have restored to him all of the unused leave he had accrued on the effective date of the layoff.

**Section 5:08 - Recall List**

A recall list shall be provided to the Federation and shall be amended semiannually thereafter.

**Section 5:09 - Recall Notices**

The notice of recall shall be made by certified U. S. mail, return receipt requested, properly addressed to the last address given to the School System by the employee being recalled. If the employee being recalled fails to accept the position being offered, in writing, within 15 calendar days, if offered during the school year, or 30 calendar days, if offered during the summer recess, it will be considered that the employee has refused the recall offer thereby eliminating all re-employment rights of the employee.

**Section 5:10 - Substitute Employment Preference**

Employees on the recall list shall be entitled to preference for employment as day-by-day substitutes if requested in writing. Each school shall be given a list of employees awaiting recall who desire such employment.

**ARTICLE VI - SALARY, SUPPLEMENTS AND REIMBURSEMENTS**

**Section 6:01 - Experience Credit - Salary Scale**

(a) Credit will be given for prior experience as a school food service technician in Louisiana public and non-public schools and accredited, out-of-state public schools.

(b) All partial years of service shall be combined to determine allowable credit, i.e., two one-half years of experience will only result in one year of allowable credit.



**Section 6:02 - Step Increases**

The salary schedules for School Food Service Technicians will be adjusted, where required, to provide for a difference of at least \$150 between steps. Those step increases presently greater than \$150 will not be adjusted.

**ARTICLE VII - VACANCIES AND TRANSFERS**

**Section 7:01 - Involuntary Transfers**

(a) An involuntary transfer is the involuntary movement of an employee from one school or worksite to another school or worksite. Involuntary transfers may occur for any of the following reasons:

- (1) When new buildings open;
- (2) When a facility is closed;
- (3) When there is a decline in student enrollment;
- (4) To staff new schools or programs;
- (5) To adjust for loss of classes or programs; or
- (6) To avoid reductions in force.

(b) Before involuntarily transferring any employee, voluntary transfer to a vacant position at another school or worksite will be offered to those whose transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over any other applicants.

(c) It is recognized that there might be more than one (1) employee willing to transfer; and, in such case, the vacant position will be awarded to the employee qualified for the position with the greatest system-wide seniority. If two (2) or more qualified employees desire the vacant position and have equal certification and system-wide seniority, the position will be awarded by lot.

(d) If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are qualified using the following criteria:

- (1) The employee(s) with the least building or worksite level seniority;
- (2) Where building level or worksite level seniority is equal, the employee(s) with the least system-wide seniority will be involuntarily transferred; and
- (3) Where building or worksite level seniority and system-wide seniority are equal, selection for involuntary transfer will be made by lot.

(e) Employees who are involuntarily transferred shall have the right to return to their school or worksite from which they were transferred in order of system-wide seniority, provided a permanent vacancy for which they are qualified occurs at their former schools or worksites prior to the first pupil attendance day of the school year following the school year in which their transfers took place. The parties understand, agree, and confirm the past practice that when more than one employee wishes to return and fill the same vacancy and the employees wishing to return have equal system-wide seniority, lots will be drawn to select the employee who receives the position. Employees interested in returning to their former schools or worksites shall notify the Department of Human Resources.

In accordance with past practice, where the need to reduce one or more positions in a program or department at a particular school or worksite results in the need to involuntarily transfer an employee, the affected employee will not have the right to the position held by another employee at that school or worksite who is not in the department or program, even though that position is held by an employee with less building or system-wide seniority.

(f) Where the entire student body of a school building or an entire grade, department or classification is moved en masse to another school building or split between schools, the employees affected shall be transferred to the new location or locations.

(g) Any employee who involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.

(h) An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article III – Discipline (Provisions Common to All Employees), shall be observed.

**Section 7:02 - Voluntary Transfers**

(a) A voluntary transfer is the voluntary movement of an employee from one worksite or school to another worksite or school. Any member of the Bargaining Unit shall have the right to request a voluntary transfer.

(b) Employees shall remain in their current position at their current site for two years prior to being eligible to request a transfer; however, if the time spent in the current position at the current site is less than two years, but the position the employee is requesting would provide a salary increase, then the employee may request the transfer to the new position. Once the employee accepts a new position, the two-year requirement to be eligible to transfer shall commence once again.

(c) All known vacancies and new positions shall be posted on the Federation bulletin board located in each school. A copy of the posting shall also be sent by mail to the Federation office.

(d) Any employee desiring to transfer from his position to one of the vacant positions must file an application containing such information as may be required by the Department of Human Resources by the deadline established for applying. Vacancy postings shall provide a minimum of seven (7) workdays prior to the deadline for application. Application forms will be made available in each school building.

(e) Transfer requests shall be granted in filling vacancies to the applicant(s) possessing the greatest number of years of service in the St. Tammany Parish School System except as follows:

- (1) When the applicant does not possess or cannot demonstrate the skill level required by the position;
- (2) When the position requires special qualifications;
- (3) Where the position requires special training;
- (4) When the applicant is not the individual deemed best able to meet the needs of the school's Food Service Program; and/or
- (5) When the local Food Service Manager deems it appropriate, based on the criteria above, to review the qualifications of additional applicants prior to making his decision, in which case all applicants will be considered for the position before it is filled.

(f) The local Food Service Manager will then make a recommendation to the principal, the Supervisor of School Food Services and to the Department of Human Resources.

(g) Written reasons shall be provided, on request of any unsuccessful applicant, through the Department of Human Resources, explaining the basis for the selection he made.

(h) A transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.

(i) The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

**ARTICLE VIII - WORKING CONDITIONS**

**Section 8:01 - Call Out – Compensation**

All school food service employees who are called out to their worksite to perform work at times outside of their regular schedules (e.g. after regular working hours, weekends, scheduled time off) shall be compensated in accordance with the Fair Labor Standards Act, but shall be guaranteed a two (2) hour minimum.

**Section 8:02 - Cleaning Assignments**

Routine general cleaning assignments will be scheduled and posted by the reporting day for unit employees. Any changes in assignment will be posted.

The task of removing trash or garbage from school grounds in connection with Food Service conducted out of doors will not be considered a function of the Food Service classification.

**Section 8:03 – Dress Code**

(a) The Board will provide new uniform shirts, for food service employees, every year which will be required to be worn while at work. Additional shirts can be bought by the employee at the Board's cost.

(b) Uniform shall consist of uniform shirts, solid slacks or skirts, enclosed slip resistant shoes and effective hair restraint. At each worksite, employees may determine by majority vote to wear a color or style of shirt different from the Board provided uniform shirt. However, uniformity of dress must be maintained among the group and the clothing must be tasteful and modest. Any employee who does not wish to wear the color or style of dress on any given day worn by the group may wear a solid white shirt or Board provided uniform shirt and solid slacks or skirt. Clothing selected for work must be appropriate, professional, and safe for food service work. Shorts are not allowed.

**Section 8:04 - Duty Schedule**

Bargaining Unit members shall be assigned a schedule of specific duties to be performed on a routine basis.

**Section 8:05 - Employee Training**

Whenever possible, inservice training will take place during the workday. If employees are required to attend meetings or training after the workday or to attend training which impacts performance ratings, compensation shall be made at the normal rate of pay.

**Section 8:06 – Facilities**

(a) Telephone messages shall be conveyed to employees. Emergency messages shall be conveyed immediately.

(b) Separate restrooms for adults and students shall be maintained at each school site.

(c) A telephone will be made available for necessary calls during duty time in some appropriate area of the school.

(d) Employees shall have access to employee lounges at their worksites.

(e) When parking facilities are available for teachers in an existing school location, such facilities shall also be available to Food Service technicians.

**Section 8:07 - Health and Safety**

(a) The employer shall provide a place to work which is safe in terms of and relative to the duties an employee is required to perform.

(b) While it is the responsibility of employees to assure the safety and well-being of students, the Board shall require no action to be taken which clearly endangers the health or safety of employees.

(c) The Board shall provide for fingerprinting of employees as required by law. This shall be at no cost to the employee; the Board shall pay all expenses of the fingerprinting procedures.

(d) Employees shall be trained to perform duties which are new to them. Training shall take place during regular working hours. If not, employees will be compensated for training time spent outside of regular working hours.

**Section 8:08 - Increase in Hours/Part-time Positions**

When the school lunch program at any school will sustain an increase in the number of labor hours, the needs of the program will be reviewed to determine the feasibility of assigning all or part of those increased hours to an employee at that school. Factors considered, without limitation, will be the number of employees required at work during times of peak workload and whether the increase in hours is connected to the establishment of a new service line or food service such as breakfast. Where feasible, and where the efficiency of the program will not be adversely affected, all or part of the increased hours will be assigned to an incumbent part-time employee(s), as follows: when there is an increase in the number of hours assigned to any existing part-time position(s) at a school, it will be considered that a new position(s) has been created. The new position(s) will be offered to the employee holding the existing position(s). If the employee(s) holding the existing part-time position(s) declines it, selection will be made among the

employees at the school wanting the position(s) using the criteria established in Section 7:02 (e) of Section 7:02 – Voluntary Transfers in this Provision. If none of the employees at a school want(s) the new position(s), the employee(s) holding the part-time position(s) to which the hours were added will be considered as having resigned and the new position(s) will be treated as a vacancy(ies) and posted and filled in accordance with the provisions of Section 7:02– Voluntary Transfers.

**Section 8:09 – Orientation**

New employees shall be apprised of personnel policies upon their hire. Newly hired or promoted employees shall be oriented into their duties on the job by their supervisor(s) or co-employees. Time spent in “on the job” orientation will be considered part of the regular workday. Instructions and work assignments given to employees regarding their duties will be given during the regular workday.

**Section 8:10 - Pay for Substitute Hours**

When employees are engaged on a daily basis to work hours which would otherwise be worked by a day-by-day substitute, they shall be paid their regular hourly rate for such hours.

**Section 8:11 - Performance Rating/Equipment Loss**

The performance rating of Bargaining Unit members will not suffer as a consequence of the disarray, damage to, or loss of supplies, equipment, or utensils resulting from the use of the cafeteria by individuals or groups other than Food Service employees.

**Section 8:12 - Responsibility/Damage to School Property**

An employee shall not be monetarily responsible for damage caused as a result of his lack of knowledge in performing his assigned duties provided such damage is not the result of a willful or intentional act.

**Section 8:13 – Substitutes**

The Board shall make a good faith effort to hire substitutes to cover duties of regularly assigned Food Service technicians when they are absent. Any employee who will be absent from scheduled duty shall report his absence to the local Food Service Manager at least 60 minutes prior to the start of his shift. No Food Service technician shall be required to obtain substitutes.

**Section 8:14 - Upgrade Pay**

When the Director of Food Services appoints a Food Service technician to an acting assistant manager position or appoints an assistant manager to an acting manager position, the employee upgraded shall be compensated at the level of the position to which he or she is upgraded. This Section does not apply to cases where one employee fills in or assumes the responsibilities of a higher classified employee who may be absent on an intermittent basis. To be eligible for an upgrade, an employee must be appointed as a temporary replacement for a higher classification for a period of ten (10) consecutive days or longer. Upgrade pay will commence on the eleventh day.

**Section 8:15 – Vacancies**

(a) Food Service technicians who started the District Cafeteria Manager certification may apply for promotion to vacant assistant manager positions.

(b) Applicants will be interviewed by the principal and/or manager of the school where the vacancy exists.

(c) The selection will be made by the principal and manager in consultation with one another using the following criteria: skill in Food Service crafts, leadership, communication skills, record-keeping ability, rapport with students and fellow employees.

**Section 8:16 - Work Year**

The work year shall consist of the number of days required by the state for certificated personnel in accordance with the provisions of Bulletin 741 including the two (2) professional development days at the conclusion of the first and third grading periods when no students are in attendance; however, food service employees will not be required to work the two (2) professional development days at the beginning of the school year.

**Section 8:17 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)**

(a) Full-time food service employees shall be scheduled for a seven (7) hour workday, exclusive of a 30-minute duty-free lunch, but inclusive of two (2) 15-minute breaks. Part-time food service employees shall work the schedule established by the principal in connection with the Supervisor of School Food

Services. Food service employees who work at least six (6) hours per day shall be given a duty-free lunch break of at least 30 minutes, not included in work time, but inclusive of two (2) 15-minute breaks. Food service employees who work less than six (6) hours per day shall receive one (1) 15-minute break.

(b) The total number of regular hours worked by school food service employees shall not exceed 40 hours in any single workweek without the express permission of the Superintendent or designee. Any employee who believes or asserts that he or she is being required to work in excess of 40 hours in a single workweek shall report this directly to his or her principal or Supervisor of School Food Services and/or to the Department of Human Resources.

(c) In order to assure FLSA compliance, food service employees shall be required to sign in to work and sign out of work by electronic or mechanical means established by the Board. Signing in and out in this manner shall also apply in cases where food service employees receive a lunch break. Signing in and signing out will not be required for 15-minute breaks.

(d) Any hours worked by a food service employee in excess of 40 in a single workweek shall be compensated in accordance with the FLSA by paying the food service employee 1.5 x his or her regular rate, or, alternatively, by giving the employee compensatory time-off equal to 1.5 hours for each hour worked in excess of 40. The Superintendent shall decide whether to compensate overtime with extra pay or with compensatory time off.

(e) The parties understand and agree that the salary paid to full-time food service employees is based on a 40-hour week. Although they will be scheduled for a 35-hour week, there may be occasions when a food service employee remains at work longer than his or her scheduled hours for a given day, in which case additional compensation need not be paid in order to comply with the FLSA.

# **PROVISIONS APPLICABLE TO MAINTENANCE EMPLOYEES**

**MAINTENANCE  
EMPLOYEES**



**PROVISIONS APPLICABLE TO MAINTENANCE EMPLOYEES**

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MAINTENANCE EMPLOYEES





## **PROVISIONS APPLICABLE TO MAINTENANCE EMPLOYEES**

### **ARTICLE I – GENERAL RECOGNITION**

#### **Section 1:01 – In General**

The St. Tammany Parish School Board (hereinafter known as the “Board”) recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the “Federation”) as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time non-administrative, nonsupervisory employees (hereinafter referred to as “Employees” or “Bargaining Unit members”). The phrase “full-time or part-time non-administrative, nonsupervisory employee” means the following: All full-time and part-time maintenance employees but specifically excluding temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

#### **Section 1:02 - Part-time Employees**

All provisions of this Agreement shall apply to part-time employees with the exception of Sections 8:04 – Equitable Distribution of Overtime and 8:12 – Workday, Workweek and Fair Labor Standards Compliance in this Provision.

Provisions of this Agreement relating to Section 2:09 – Sick and/or Emergency Leave (Provisions Common to All Employees) and Section 8:10 – Vacation of this provision shall apply to those part-time employees who work certain hours each day of the week, and it shall then be prorated according to actual hours worked. Similarly, salary and supplements under Article XXI – Salaries, Supplements, and Reimbursements (Provisions Common to All Employees) will be prorated for part-timers. Part-time employees will be eligible for retirement only if they meet the threshold requirement of an average of 21 hours of work in each workweek of the school year, and for hospital/medical benefits under Article XI – Group Health and Life Insurance Benefits (Provisions Common to All Employees) if they actually work at least 30 hours in each workweek of the school year.

### **ARTICLE II - COMPENSATED LEAVE TIME**

#### **Section 2:01 - Absences Due to Accident or Injury on Duty**

(a) Employees shall receive, in accordance with law, those benefits to which they are entitled in accordance with Louisiana Revised Statute 17:1206.1, as amended from time to time while employed by the Board.

(b) Employees 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.

### **ARTICLE III - EMPLOYEE EVALUATION**

#### **Section 3:01 - In General**

Employees will be evaluated by the Assistant Supervisor or the Supervisor of Maintenance.

#### **Section 3:02 - Discussion of Evaluation**

Within five (5) working days of the official written evaluation of any employee, the evaluator shall provide a copy of the evaluation and meet with the employee to discuss the evaluation and to render constructive assistance.

#### **Section 3:03 - Evaluation Forms**

Evaluation forms will be prepared in triplicate: one (1) for the employee, one (1) for the Supervisor of Maintenance, and one (1) for the Superintendent of Schools.

#### **Section 3:04 - Procedure to Rebut Evaluation**

The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable through the grievance procedure established in the Agreement but the same shall not be arbitral.

## **ARTICLE IV - LEAVE WITHOUT PAY**

### **Section 4:01 - Temporary Disability Leave**

A temporary disability shall be considered hereunder as any disabling medical condition which precludes an employee from performing the duties of his job position for a temporary period of time.

An employee who is or expects to be temporarily disabled must notify the Department of Human Resources and his school principal or supervisor in writing. Notice must be given at the earliest possible date after an employee becomes aware of the disability.

An employee anticipating a temporary disability, but not yet on leave, shall be permitted to continue employment provided the employee's physician certifies that the employee is physically capable of performing his regular employment duties. The employee must also submit a physician's certificate indicating the date the disability has commenced and certifying that the employee will be temporarily unable to work.

An employee temporarily disabled must submit written verification to the School Board every six (6) weeks of the continued existence of the temporary disability. Verification shall include certification from the employee's attending physician that the employee is temporarily unable to return to work along with a current diagnosis, treatment plan, and a projected return-to-work date. Failure to provide this information may result in denial of leave or extension of leave without pay. Any question regarding whether the claimed disability is bona fide will be resolved by a Board appointed physician who shall examine the employee and render a report on his findings.

Employees shall apply unused sick leave and may use vacation time, if needed, toward any temporary disabilities, commencing with the first day of absence from work until such time that accumulated sick leave days and any used earned vacation days are exhausted. Employees whose temporary disabilities are longer in duration than six (6) consecutive working days and who exhaust all of their accumulated sick leave days and any of their used earned vacation days, and whose continuing disabilities are not being compensated under Section 13:05 – Special Leave of Absence (Provisions Common to All Employees) shall be granted a temporary disability leave without pay for the duration of their temporary disabilities, but not to exceed one (1) year.

This Section does not apply in any respect to employees who are permanently disabled. Additionally, if an employee's disability becomes permanent in nature, even though the employee's disability commenced as a temporary one, this Section will no longer apply to that employee.

Employees are to return to official duties at the termination of their temporary disabilities and to submit a physician's statement certifying satisfactory physical condition upon returning to duty.

At the conclusion of an employee's disability leave, the employee will be returned to the same position at the same school site as soon as is practicable.

## **ARTICLE V- REDUCTION IN FORCE**

### **Section 5:01 - In General**

When conditions necessitate or require a reduction in force, such as the elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extra-curriculum offering, program or school operation; the reorganization or consolidation of one or more schools or programs; the reduction in available funds for any program that results from a decline in enrollment; or the withdrawal or reduction in resources from federal, state or other sources, the Superintendent shall consider all viable alternatives to the layoff or termination of employees including projected attrition, retirement, expiration of temporary assignments, voluntary leaves of absence, reassignment, reclassification, reduction in work schedule and displacement and any recommendation made by the Federation. The Superintendent shall also bargain with the Federation over the potential impact of any reduction in force as allowed by law and consistent with the collective bargaining agreement between the Board and the Federation.

### **Section 5:02 – Board Notification of Reduction in Force**

Prior to instituting any reduction in force, the Superintendent shall present his or her plan for the reduction in force at an official Board meeting.

### **Section 5:03 - Maintenance of Group Health and Life Benefits**

An employee on layoff remaining on the recall list will be permitted to maintain in full force any Group Health and Life Insurance benefits for which he is eligible under this Agreement and which the law will permit him to continue in effect provided that he makes satisfactory arrangements with the Department of Human Resources to pay the full cost or the full premium for such benefits in advance of its becoming due. "Full cost" or "full premium" means the entire amount needed to fund the employee benefit in question irrespective of whether part would ordinarily be paid by the employee and part paid by the Board.

**Section 5:04 - Notification of Layoff**

No employee shall be laid off without first having been given at least 45 days' notice of layoff prior to its effective date. Notice shall be sent by certified mail, return receipt requested, to the employee's address, as it appears on School System records. It shall be the responsibility of each employee to see that his current address is on file. Notification sent to the address of an employee on file as specified herein shall be deemed adequate notification of layoff.

An employee notified of layoff may request a review of the decision by placing the request in writing and sending it to the Superintendent. The Superintendent shall consider the request and provide the employee with the results of the review. If the employee is dissatisfied with the results of the review, the employee may pursue the matter by filing a grievance.

**Section 5:05 - Procedure for Implementation**

In order to accomplish the reduction in force, the least effective employee within each layoff targeted subject area or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many employees as necessary to accomplish the reduction by proceeding based on effectiveness rating until the number of employees to be laid off has been reached. In determining effectiveness, the Superintendent shall rely on the evaluation an employee receives as determined by its performance and evaluation policy.

In cases where two or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employees shall be laid off first. When employees have equal seniority, selection for layoff shall be by lot.

**Section 5:06 - Re-employment Rights**

Employees receiving notification of layoff shall be eligible for recall or re-employment for three (3) years after being placed on layoff. No new positions will be filled until all qualified personnel on layoff have been recalled provided those on layoff are qualified for the positions needed. Recalls will be made by recalling the most senior person on layoff who is qualified for the existing vacancy.

**Section 5:07 - Recall - Restoration of Seniority and Leave**

An employee who is laid off and re-employed shall be reinstated with maximum credit for the time already served. An employee who is recalled after being laid off shall have restored to him all of the unused leave he had accrued on the effective date of the layoff.

**Section 5:08 - Recall List**

A recall list shall be provided to the Federation and shall be amended semiannually thereafter.

**Section 5:09 - Recall Notices**

The notice of recall shall be made by certified U. S. mail, return receipt requested, properly addressed to the last address given to the School System by the employee being recalled. If the employee being recalled fails to accept the position being offered, in writing, within 15 calendar days, if offered during the school year, or 30 calendar days, if offered during the summer recess, it will be considered that the employee has refused the recall offer thereby eliminating all re-employment rights of the employee.

**Section 5:10 - Substitute Employment Preference**

Employees on the recall list shall be entitled to preference for employment as day-by-day substitutes if requested in writing. Each school shall be given a list of employees awaiting recall who desire such employment.

**ARTICLE VI - SALARY, SUPPLEMENTS AND REIMBURSEMENTS**

**Section 6:01 - Experience Credit - Salary Scale**

(a) Credit will be given for prior experience as a maintenance employee in Louisiana public and non-public schools and accredited, out-of-state public schools.

(b) All partial years of service shall be combined to determine allowable credit, i.e., two one-half years of experience will only result in one year of allowable credit.

**Section 6:02 - Step Increases**

The Board will study the feasibility of adjusting salary schedules during the term of this Agreement so that all employees have the same number of Step increases. The Federation agrees that the Board, at its discretion, may implement a plan to accomplish this.

**ARTICLE VII - VACANCIES AND TRANSFERS**

**Section 7:01 - Involuntary Transfers**

(a) An involuntary transfer is the involuntary movement of an employee from one maintenance warehouse to another maintenance warehouse. Involuntary transfers may occur for any of the following reasons:

- (1) When new buildings open;
- (2) When a facility is closed;
- (3) When there is a decline in student enrollment; or
- (4) To avoid reductions in force.

(b) Before involuntarily transferring employees, voluntary transfer to a vacant position at another maintenance warehouse will be offered to those whose transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over any other applicants.

(c) It is recognized that there might be more than one (1) employee willing to transfer, and, in such case, the vacant position will be awarded to the employee qualified for the position with the greatest system-wide seniority. If two (2) or more qualified employees desire the vacant position and have equal system-wide seniority, the position will be awarded by lot.

(d) If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are qualified using the following criteria:

- (1) The employee(s) with the least maintenance warehouse seniority;
- (2) Where maintenance warehouse is equal, the employee(s) with the least system-wide seniority will be involuntarily transferred; and
- (3) Where maintenance warehouse seniority is equal, selection for involuntary transfer will be made by lot.

(e) Employees who are involuntarily transferred shall have the right to return to the maintenance warehouse from which they are transferred in order of system-wide seniority, provided a permanent vacancy for which they are qualified occurs at their former maintenance warehouse and will be restored of all previous maintenance warehouse seniority accrued at that maintenance warehouse. An employee interested in returning to his former maintenance warehouse shall notify the Department of Human Resources.

(f) Any employee who is involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.

(g) An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article III – Discipline (Provisions Common to all Employees), shall be observed.

**Section 7:02 - Voluntary Transfers**

(a) A voluntary transfer is the voluntary movement of an employee from one maintenance warehouse to another maintenance warehouse. Any member of the Bargaining Unit shall have the right to request a voluntary transfer.

(b) Employees shall remain in their current position at their current site for two years prior to being eligible to request a transfer; however, if the time spent in the current position at the current site is less than two years, but the position the employee is requesting would provide a salary increase, then the employee may request the transfer to the new position. Once the employee accepts a new position, the two-year requirement to be eligible to transfer shall commence once again.

(c) All known vacancies and new positions shall be posted on the Federation bulletin board located in each maintenance warehouse. A copy of the posting shall also be sent by mail to the Federation office.

(d) Any employee desiring to transfer from his position to one of the vacant positions must file an application for that vacant position containing such information as may be required by the Department of Human Resources by the deadline established for applying. Vacancy postings shall provide a minimum of seven (7) workdays prior to the deadline for application. Application forms will be made available in each maintenance warehouse.

(e) Transfer requests shall be granted in filling vacancies to the applicant(s) possessing the greatest number of years of service in the St. Tammany Parish School System who possesses the needed craft skills as specified in the posting.

(f) A transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.

(g) The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

**ARTICLE VIII - WORKING CONDITIONS****Section 8:01 - Call Out – Compensation**

(a) Twelve-month employees who receive holiday pay for school holidays listed in the Agreement (e.g. New Year's Day, Martin Luther King Day) and who are called out to their worksites to perform work on such holidays will be paid double time for all time worked in addition to their holiday pay.

(b) Twelve-month employees who are not on duty and are called out to their worksites to perform work on a non-holiday (e.g. after regular working hours, weekends, scheduled day off) shall be compensated in accordance with the Fair Labor Standards Act, but shall be guaranteed a two (2) hour minimum.

(c) All twelve-month employees who are called out to their worksites to perform work at times outside of their regular schedules (e.g. after regular working hours, weekends, scheduled time off) shall be compensated in accordance with the Fair Labor Standards Act, but shall be guaranteed a two (2) hour minimum, except as follows: custodians responsible for turning off alarms, or other employees whose call outs are part of their routine responsibilities shall be compensated in accordance with the Fair Labor Standards Act but shall not be guaranteed a minimum.

**Section 8:02 - Employee Training**

Employees shall be trained to perform duties which are new to them. Training shall take place during regular working hours. If not, employees will be compensated for training time spent outside of regular working hours.

**Section 8:03 – Employee Uniforms**

The Board will provide new uniform shirts, for maintenance employees, every year which will be required to be worn while at work. Additional shirts can be bought by the employee at the Board's cost.

**Section 8:04 - Equitable Distribution of Overtime**

Overtime shall be offered on an equitable basis, but nothing herein shall require the employer to equalize overtime among members of the Bargaining Unit.

**Section 8:05 – Facilities**

(a) Telephone messages shall be conveyed to employees. Emergency messages shall be conveyed immediately.

- (b) Separate restrooms for adults and students shall be maintained at each school site.
- (c) A telephone will be made available for necessary calls during duty time in the maintenance shop.
- (d) Employees shall have access to employee lounges at their worksites.

**Section 8:06 - Health and Safety**

The employer shall provide a place to work which is safe in terms of and relative to the duties an employee is required to perform.

**Section 8:07 - Responsibility/Damage to School Property**

An employee shall not be monetarily responsible for damage caused as a result of his lack of knowledge in performing his assigned duties provided such damage is not the result of a willful or intentional act.

**Section 8:08 - Responsibility/No Fault**

An employee shall not be charged for damage caused as a result of his lack of knowledge in performing his assigned duties provided such damage does not result from a willful destructive act.

**Section 8:09 - Upgrades/Compensation**

When the foreman is absent and a member of the Bargaining Unit is appointed as a temporary foreman for ten (10) consecutive workdays or longer, upgrade pay shall be awarded commencing on the eleventh day for the duration of the upgrade.

**Section 8:10 – Vacation**

Twelve-month employees will earn vacation days in accordance with their years of employment with the St. Tammany Parish School Board, as follows:

<u>Years of Employment</u>	<u>Total Number of Vacation Days Earned Annually</u>
Over 1 but less than 5	10
Over 5 but less than 10	12 ½
Over 10 but less than 15	15
Over 15 but less than 20	17 ½
Over 20	20

Employees are to use their vacation beginning with the first year in which it is accrued. Vacation must be approved by management. A maximum of five (5) days of vacation may be carried forward to the next fiscal year. Any vacation not carried forward will be lost.

Considering that an employee may use his vacation days commencing with the first year in which vacation is being accrued, an employee may use up to the full number of vacation days he will earn in any fiscal year during that fiscal year commencing with the first fiscal year of his employment. Consequently, the parties understand that an employee may actually use a certain number of vacation days during a given fiscal year prior to his actually having earned those days. In the event an employee becomes separated from employment with the St. Tammany Parish School System and has used vacation days which he has not yet earned, an adjustment for the vacation days taken but not yet earned shall be made by withholding an appropriate amount from any final pay due the employee. If there is insufficient or no pay due the employee upon separation from employment, the employee shall repay the Board by personal check or money order.

When an employee is on leave without pay, vacation will not accrue during this time.

When an employee separates from employment with the St. Tammany Parish School System, he shall be compensated for all accrued and unused vacation days at his current rate of pay.

**Section 8:11 - Work Year**

Maintenance employees shall work the number of days required by their job positions.

**Section 8:12 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)**

(a) Maintenance employees shall work eight (8) hours per day, inclusive of two (2) 15-minute breaks and exclusive of a 30-minute duty-free lunch break.

(b) The Supervisor of Custodial and Maintenance Services shall establish the work schedules for all maintenance employees.

(c) The total number of regular hours worked by a maintenance employee shall not exceed 40 hours in any single workweek without the express permission of the Superintendent or Associate Superintendent. Any maintenance employee who believes or asserts that he or she is being required to work in excess of 40 hours in a single workweek shall report this directly to his supervisor and/or to the Department of Human Resources.

(d) In order to assure FLSA compliance, maintenance employees shall be required to sign in to work and sign out of work by electronic or mechanical means established by the Board. Signing in and out in this manner shall also apply in cases where maintenance employees take their lunch break. Signing in and signing out will not be required for 15-minute breaks.

(e) Any hours worked by maintenance employees in excess of 40 in a single workweek shall be compensated in accordance with the FLSA by paying the employee 1.5 x his or her regular rate, or, alternatively, by giving the employee compensatory time-off equal to 1.5 hours for each hour worked in excess of 40. The Superintendent shall decide whether to compensate overtime with extra pay or with compensatory time off.





**PROVISIONS APPLICABLE TO  
PARAPROFESSIONAL EMPLOYEES**



**PROVISIONS APPLICABLE TO PARAPROFESSIONAL EMPLOYEES**

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## **PROVISIONS APPLICABLE TO PARAPROFESSIONAL EMPLOYEES**

### **ARTICLE I – GENERAL RECOGNITION**

#### **Section 1:01 – In General**

The St. Tammany Parish School Board (hereinafter known as the “Board”) recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the “Federation”) as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time, non-administrative, nonsupervisory employees (hereinafter referred to as “Employees” or “Bargaining Unit members”). The phrase “full-time or part-time, non-administrative, nonsupervisory employee” means the following: all full-time or part-time aides and other paraprofessionals but specifically excluding substitutes, temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

#### **Section 1:02 - Part-time Employees**

All provisions of this Agreement shall apply to part-time employees with the exception of Sections 8:02 – Breaks/Lunch Period and 8:15 – Reporting/Departing School of this Provision.

Provisions of this Agreement relating to Section 2:09 – Sick and/or Emergency Leave (Provisions Common to All Employees) shall apply to those part-time employees who work certain hours each day of the week, and it shall then be prorated according to actual hours worked. Similarly, salary and supplements under Article XXI – Salaries, Supplements, and Reimbursements (Provisions Common to All Employees) will be prorated for part-timers. Part-time employees will be eligible for retirement only if they meet the threshold requirement of an average of 21 hours of work in each workweek of the school year, and for hospital/medical benefits under Article XI – Group Health and Life Insurance Benefits (Provisions Common to All Employees) if they actually work at least 30 hours in each workweek of the school year.

### **ARTICLE II - COMPENSATED LEAVE TIME**

#### **Section 2:01 - Absences Due to Accident or Injury on Duty**

(a) Employees shall receive, in accordance with law, those benefits to which they are entitled in accordance with Louisiana Revised Statute 17:1206.1, as amended from time to time while employed by the Board.

(b) Employees 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.

### **ARTICLE III - EMPLOYEE EVALUATION**

#### **Section 3:01 - In General**

Paraprofessionals will be evaluated by the school principal or administrator.

#### **Section 3:02 - Discussion of Evaluation**

Within five (5) working days of the official written evaluation of any paraprofessional, the evaluator shall provide a copy of the evaluation and meet with the employee to discuss the evaluation and to render constructive assistance.

#### **Section 3:03 - Evaluation Forms**

Evaluation forms will be prepared in triplicate: one (1) for the paraprofessional, one (1) for the principal and/or supervisor, and one (1) for the Superintendent of Schools.

#### **Section 3:04 - Procedure to Rebut Evaluation**

The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable through the grievance procedure established in the Agreement but the same shall not be arbitral.



## **ARTICLE IV - LEAVE WITHOUT PAY**

### **Section 4:01 - Temporary Disability Leave**

A temporary disability shall be considered hereunder as any disabling medical condition which precludes an employee from performing the duties of his job position for a temporary period of time.

An employee who is or expects to be temporarily disabled must notify the Department of Human Resources and his school principal or supervisor in writing. Notice must be given at the earliest possible date after an employee becomes aware of the disability.

An employee anticipating a temporary disability, but not yet on leave, shall be permitted to continue employment provided the employee's physician certifies that the employee is physically capable of performing his regular employment duties. The employee must also submit a physician's certificate indicating the date the disability has commenced and certifying that the employee will be temporarily unable to work.

An employee temporarily disabled must submit written verification to the School Board every six (6) weeks of the continued existence of the temporary disability. Verification shall include certification from the employee's attending physician that the employee is temporarily unable to return to work along with a current diagnosis, treatment plan, and a projected return-to-work date. Failure to provide this information may result in denial of leave or extension of leave without pay. Any question regarding whether the claimed disability is bona fide will be resolved by a Board appointed physician who shall examine the employee and render a report on his findings.

Employees shall apply unused sick leave toward any temporary disabilities, commencing with the first day of absence from work until such time that accumulated sick leave days are exhausted. Employees whose temporary disabilities are longer in duration than six (6) consecutive working days and who exhaust all of their accumulated sick leave days, and whose continuing disabilities are not being compensated under Section 13:05 – Special Leave of Absence (Provisions Common to All Employees) shall be granted a temporary disability leave without pay for the duration of their temporary disabilities, but not to exceed one (1) year.

This Section does not apply in any respect to employees who are permanently disabled. Additionally, if an employee's disability becomes permanent in nature, even though the employee's disability commenced as a temporary one, this Section will no longer apply to that employee.

Employees are to return to official duties at the termination of their temporary disability and to submit a physician's statement certifying satisfactory physical condition upon returning to duty.

At the conclusion of an employee's disability leave, the employee will be returned to the same position at the same school site as soon as is practicable.

## **ARTICLE V - REDUCTION IN FORCE**

### **Section 5:01 - In General**

When conditions necessitate or require a reduction in force, such as the elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extra-curriculum offering, program or school operation; the reorganization or consolidation of one or more schools or programs; the reduction in available funds for any program that results from a decline in enrollment; or the withdrawal or reduction in resources from federal, state or other sources, the Superintendent shall consider all viable alternatives to the layoff or termination of employees including projected attrition, retirement, expiration of temporary assignments, voluntary leaves of absence, reassignment, reclassification, reduction in work schedule and displacement and any recommendation made by the Federation. The Superintendent shall also bargain with the Federation over the potential impact of any reduction in force as allowed by law and consistent with the collective bargaining agreement between the Board and the Federation.

### **Section 5:02 – Board Notification of Reduction in Force**

Prior to instituting any reduction in force, the Superintendent shall present his or her plan for the reduction in force at an official Board meeting.

### **Section 5:03 - Maintenance of Group Health and Life Benefits**

An employee on layoff remaining on the recall list will be permitted to maintain in full force any Group Health and Life Insurance benefits for which he is eligible under this Agreement and which the law will permit him to continue in effect provided that he makes satisfactory arrangements with the Department of Human Resources to pay the full cost or the full premium for such benefits in advance of its becoming due. "Full cost" or "full premium" means the entire amount needed to fund the employee benefit in question irrespective of whether part would ordinarily be paid by the employee and part paid by the Board.

**Section 5:04 - Notification of Layoff**

No employee shall be laid off without first having been given at least 45 days' notice of layoff prior to its effective date. Notice shall be sent by certified mail, return receipt requested, to the employee's address, as it appears on School System records. It shall be the responsibility of each employee to see that his current address is on file. Notification sent to the address of an employee on file as specified herein shall be deemed adequate notification of layoff.

An employee notified of layoff may request a review of the decision by placing the request in writing and sending it to the Superintendent. The Superintendent shall consider the request and provide the employee with the results of the review. If the employee is dissatisfied with the results of the review, the employee may pursue the matter by filing a grievance.

**Section 5:05 - Procedure for Implementation**

In order to accomplish the reduction in force, the least effective employee within each layoff targeted subject area or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many employees as necessary to accomplish the reduction by proceeding based on effectiveness rating until the number of employees to be laid off has been reached. In determining effectiveness, the Superintendent shall rely on the evaluation an employee receives as determined by its performance and evaluation policy.

In cases where two or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employees shall be laid off first. When employees have equal seniority, selection for layoff shall be by lot.

**Section 5:06 - Re-employment Rights**

Employees receiving notification of layoff shall be eligible for recall or re-employment for three (3) years after being placed on layoff. No new positions will be filled until all qualified personnel on layoff have been recalled provided those on layoff are qualified for the positions needed. Recalls will be made by recalling the most senior person on layoff who is qualified for the existing vacancy.

**Section 5:07 - Recall - Restoration of Seniority and Leave**

An employee who is laid off and re-employed shall be reinstated with maximum credit for the time already served. An employee who is recalled after being laid off shall have restored to him all of the unused leave he had accrued on the effective date of the layoff.

**Section 5:08 - Recall List**

A recall list shall be provided to the Federation and shall be amended semiannually thereafter.

**Section 5:09 - Recall Notices**

The notice of recall shall be made by certified U. S. mail, return receipt requested, properly addressed to the last address given to the School System by the employee being recalled. If the employee being recalled fails to accept the position being offered, in writing, within 15 calendar days, if offered during the school year, or 30 calendar days, if offered during the summer recess, it will be considered that the employee has refused the recall offer thereby eliminating all re-employment rights of the employee.

**Section 5:10 - Substitute Employment Preference**

Employees on the recall list shall be entitled to preference for employment as day-by-day substitutes if requested in writing. Each school shall be given a list of employees awaiting recall who desire such employment.

**ARTICLE VI - SALARY, SUPPLEMENTS AND REIMBURSEMENTS**

**Section 6:01 - Experience Credit - Salary Scale**

(a) Credit will be given for prior experience as a paraprofessional in Louisiana public and non-public schools and accredited, out-of-state public schools.

(b) All partial years of service shall be combined to determine allowable credit, i.e., two one-half years of experience will only result in one year of allowable credit.

**Section 6:02 - Extended School Year – Compensation**

Employees who are required to work before or after the regular school year shall be compensated therefore at a per diem rate for each full day. The per diem rate shall be based on the employee's annual salary as prescribed in the salary schedule for the regular school year, which is part of this Agreement, divided by the number of employee workdays. This Section shall have no application to employees engaged in extracurricular activities either before, after or during the regular school year.

**Section 6:03 - Step Increases**

The Board will study the feasibility of adjusting salary schedules during the term of this Agreement so that all employees have the same number of step increases. The Federation agrees that the Board, at its discretion, may implement a plan to accomplish this.

**ARTICLE VII - VACANCIES AND TRANSFERS**

**Section 7:01 - Involuntary Transfers**

(a) An involuntary transfer is the involuntary movement of an employee from one school or worksite to another school or worksite. Involuntary transfers may occur for any of the following reasons:

- (1) When new buildings open;
- (2) When a facility is closed;
- (3) When there is a decline in student enrollment;
- (4) To staff new schools or programs;
- (5) To adjust for loss of classes or programs; or
- (6) To avoid reductions in force.

(b) Before involuntarily transferring any employee, a voluntary transfer to a vacant position at another school or worksite will be offered to those transferring which would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over any other applicants.

(c) It is recognized that there might be more than one (1) employee willing to transfer; and, in such case, the vacant position will be awarded to the employee qualified for the position with the greatest system-wide seniority. If two (2) or more qualified employees desire the vacant position and have equal system-wide seniority, the position will be awarded by lot.

(d) If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are qualified using the following criteria:

- (1) The employee(s) with the least building or worksite level seniority;
- (2) Where building level or worksite level seniority is equal, the employee(s) with the least system-wide seniority will be involuntarily transferred; and
- (3) Where building or worksite level seniority and system-wide seniority are equal, selection for involuntary transfer will be made by lot.

(e) Employees who are involuntarily transferred shall have the right to return to their school or worksite from which they were transferred in order of system-wide seniority, provided a permanent vacancy for which they are qualified occurs at their former schools or worksites prior to the first pupil attendance day of the school year following the school year in which their transfers took place. The parties understand, agree, and confirm the past practice that when more than one employee wishes to return and fill the same vacancy and the employees wishing to return have equal system-wide seniority, lots will be drawn to select the employee who receives the position. Employees interested in returning to their former schools or worksites shall notify the Department of Human Resources. If returned, building level seniority shall be restored.

In accordance with past practice, where the need to reduce one or more positions in a program or department at a particular school or worksite results in the need to involuntarily transfer an employee, the affected employee will not have the right to the position held by another employee at that school or

worksite who is not in the department or program, even though that position is held by an employee with less building or system-wide seniority.

(f) Where the entire student body of a school building or an entire grade, department or classification is moved en masse to another school building or split between schools, the employees whose classes are transferred to the new location shall be transferred with their classes.

(g) Any employee who is involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.

(h) An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article III – Discipline (Provisions Common to All Employees), shall be observed.

#### **Section 7:02 - Voluntary Transfers**

(a) A voluntary transfer is the voluntary movement of an employee from one worksite or school to another worksite or school. Any member of the Bargaining Unit shall have the right to request a voluntary transfer.

(b) Employees shall remain in their current position at their current site for two years prior to being eligible to request a transfer; however, if the time spent in the current position at the current site is less than two years, but the position the employee is requesting would provide a salary increase, then the employee may request the transfer to the new position. Once the employee accepts a new position, the two-year requirement to be eligible to transfer shall commence once again.

(c) All known vacancies and new positions shall be posted on the Federation bulletin board located in each school. A copy of the posting shall also be sent by mail to the Federation office.

(d) Any employee desiring to transfer from his position to one of the vacant positions must file an application for that vacant position containing such information as may be required by the Department of Human Resources by the deadline established for applying. All vacancy postings shall provide a minimum of seven (7) workdays prior to the deadline for application. Application forms will be made available in each school building.

(e) Transfer requests shall be granted in filling vacancies to the applicant(s) possessing the greatest number of years of service in the St. Tammany Parish School System except as follows:

- (1) When an applicant does not meet or cannot fulfill the requirements or guidelines of federal, state or local programs;
- (2) When a paraprofessional is not willing to take the necessary training to qualify for the vacancy;
- (3) If the applicant is not willing or able to assume special responsibilities required by the position, as specified at the interview;
- (4) When the applicant is not the individual deemed best able to meet the needs of the school; and/or
- (5) When the principal deems it appropriate, based on the criteria numbered (1) through (4) above, to review the qualifications of new applicants prior to making his decision, in which case all applicants will be considered for the position before it is filled.

(f) Principal/supervisor will then make a recommendation to the Supervisor of Human Resources.

(g) The principal/supervisor shall provide written reasons, on request of any unsuccessful applicant, through the Department of Human Resources, explaining the basis for the selection he made.

(h) A transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.

(i) The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

#### **ARTICLE VIII - WORKING CONDITIONS**

**Section 8:01 - Assistance at School Events**

The Federation and the Board recognize the importance of special events for students and the role they play in the development and education of students. Although employees shall not be required to chaperone at assemblies, dances or sporting events held after the workday, both the Board and the Federation endorse their past and continuing volunteerism in supervising students at such events.

**Section 8:02 - Breaks/Lunch Period**

(a) Employees shall receive a 15-minute morning and a 15-minute afternoon break.

(b) Each employee shall be given a period of time duty-free, equivalent to the duty-free lunch period given to teachers at their work location.

**Section 8:03 - Commencement**

Employees will be given the day off on which commencement exercises are held, with pay, to attend such exercises in order to receive their Bachelor's degree in education. This day will not be deducted from accrued leave days.

**Section 8:04 - Duty Schedule**

(a) The duty schedule for the employees covered by this Agreement shall be established in accordance with the provisions of Section 9:06 – Duty Schedule (Provisions Applicable to Teachers and Other Certificated Employees).

(b) Employees shall be permitted to leave campus during their duty-free lunch period provided they notify the principal's office and return to campus in time to commence duty as scheduled.

(c) On those days when students are not in attendance at lunch time (e.g., exam days, parent conference days, record days, etc.), all school-based employees shall be given one (1) hour of duty-free lunch.

(d) When a paraprofessional is absent on a day he is scheduled for duty and a substitute is hired, the substitute shall perform the scheduled duty for the absent paraprofessional.

**Section 8:05 - Faculty Lounge and Other Facilities**

(a) The Board shall continue to provide an area in each school designated as a faculty lounge.

(b) Telephone messages shall be conveyed to employees. Emergency messages shall be conveyed immediately.

(c) Separate restrooms for adults and students shall be maintained at each school site.

(d) A telephone will be made available for necessary calls during non-instructional time in the faculty lounge or in some other appropriate areas of the school.

**Section 8:06 - Field Trips**

Employees who are required to go on field trips with students will have their transportation, necessary tickets and entry fees paid for by the school sponsoring the trips.

**Section 8:07 - Health and Safety**

(a) While it is the responsibility of employees to assure the safety and well-being of students, the Board shall require no action to be taken which clearly endangers the health or safety of employees.

(b) The Board shall provide for fingerprinting of new employees as required by law. This shall be at no cost to the employee. The Board shall pay all expenses for the fingerprinting procedures.

(c) Employees shall not be required to enter a building alone or remain alone in a building.

(d) The Board shall provide the appropriate safety gloves and cleansing agents for paraprofessionals required to perform medical procedures, diapering, or who are regularly in contact with bodily fluids of students.

(e) The Board shall provide hepatitis B vaccinations for paraprofessionals who routinely perform medical procedures/diapering or are in contact with bodily fluids.

(f) Paraprofessionals who are assigned to a unit where a student or students require specific medical procedures shall be trained according to State guidelines.

**Section 8:08- Information Needed - Special Students**

If permitted by law and in cases where paraprofessionals need the information in the interest of their safety or that of the health or safety of the student(s) in their care, paraprofessionals will be provided with the name of any student(s) in their care with a chronic medical problem (including emotional problems) along with the nature of the problem and any special instructions regarding how to handle any medical

emergency involving the student. This information will be imparted to the paraprofessional by the teacher with whom he works.

**Section 8:09 - Notification of Assignments**

The principal or supervisor shall notify employees of their tentative assignment for the following school year at least by the close of school. An employee shall be notified of a change in the tentative assignment as soon as feasible. Such notification may be conveyed in writing to the employee.

**Section 8:10 - Paraprofessional Responsibilities/Teacher Substitutes**

Substitutes shall normally be hired or engaged to replace teachers who are absent from work. In emergency situations, paraprofessionals may be used until a substitute arrives. The parties understand and agree that the principals will not be required to hire or engage substitutes to replace teachers called away from the classroom for inservice, IEP's, parent conferences or SAT meetings. Any paraprofessional requiring special assistance while the teacher is away from the classroom should report the circumstances to the principal's office.

(a) In the event a substitute is not procured and the paraprofessional must remain in that classroom as a teacher for half a day or more, the paraprofessional shall receive a differential pay flat stipend of ten dollars per hour in addition to their normal pay for each full hour worked.

**Section 8:11 - Paraprofessional Training**

Paraprofessionals newly assigned to Special Education classes shall be trained in their duties. They shall be compensated if such training is conducted outside of regular working hours.

**Section 8:12 - Parking Facilities**

When parking facilities are available for teachers in an existing school location, such facilities shall also be available to paraprofessionals.

**Section 8:13 - Professional Growth**

The Board shall provide workshops and seminars to train employees in new technology which employees are required to learn for the performance of their job duties. Employees shall be reimbursed reasonable and customary travel expenses in accordance with Board policy when required by the Board to attend out-of-parish workshops and seminars.

**Section 8:14 - Relief from Nonprofessional Duties**

(a) Employees shall not be required to engage in searches for the purpose of locating explosive devices. Employees shall be responsible for evacuating students from the building when so directed and will reasonably cooperate with officials in identifying the potential location or source of any explosive or hazardous device as long as doing so does not endanger the employee.

(b) Employees shall not be required to participate in the physical inspection of students to determine the presence of health hazards.

(c) Employees shall not be required to participate in any fund-raising activity when not on duty for the school. Employees shall not be required to devote classroom duty time to fund-raising activities, except in the context of homeroom duties.

(d) Employees shall not be required to contribute funds to any activity or for any purpose except as required by law.

(e) Employees shall not be required to obtain their own substitutes. An employee requiring a substitute shall notify the principal, or his designee, and register his absence on the Automated Substitute Finder System. Notification and registration shall be accomplished as soon as possible but no later than sixty (60) minutes prior to the onset of the normal employee workday.

**Section 8:15 - Reporting/Departing School**

Considering that paraprofessionals are responsible, along with certificated employees, for assisting in the orderly opening and dismissal of school and for insuring that students on campus are monitored and attended, paraprofessionals shall be required to sign in to work and sign out of work by electronic or mechanical means established by the Board and report for duty at least five (5) minutes prior to the start of the school day but in no case more than 15 minutes prior thereto. They shall remain at the schools to which they are assigned for a period of ten (10) minutes following the dismissal bell at which time they shall sign out. The only exception to these general rules of reporting and departing will be for paraprofessionals who

are scheduled for non-classroom duty and who shall report and depart, sign in and sign out, in accordance with that schedule.

**Section 8:16 - School Year - Work Year**

The work year shall be established by the Board and will meet or exceed the instructional time and student attendance requirements of Bulletin 741. Included in the work year will be one (1) day for room preparation prior to the first student attendance day, two (2) professional development days at the conclusion of the first and third grading periods when no students are in attendance, and one (1) day for final records after the last student attendance day; however, paraprofessionals will not be required to work the two (2) professional development days at the beginning of the school year.

**Section 8:17 - Student Discipline**

Paraprofessionals shall refer disruptive students to the teacher of record for appropriate action as defined by the *Handbook on Attendance, Discipline & School Records*. If the teacher of record is absent, the offending student will be referred to the substitute replacing the absent teacher or if none is employed, to the principal or his designee.

On discipline referrals from the paraprofessional, the paraprofessional will be notified by the teacher of action taken concerning the offending student.

**Section 8:18 - Summer School Selection Procedure**

The following shall be adhered to in the selection of summer school employees from among those who have applied:

(a) A rotating system shall be utilized. Only qualified employees will be eligible for selection. Selection shall be made on the basis of the following criteria, with no one criteria, other than (1) below, having more weight than any other:

- (1) Successful experience in performing the particular duties required;
- (2) Meets all credentials for the position, i.e. education, training and certifications;
- (3) Overall experience;
- (4) Experience in St. Tammany Parish;
- (5) Prior job assignment; and
- (6) Evaluations.

(b) Employees shall be limited to three (3) consecutive years in the summer school program. This may be waived if there are no applicants with successful experience in performing the particular duties required.

(c) This Section applies only to regular and special education K through 12 summer school offered to students in order to change a failing report card grade to a passing grade or to earn new Carnegie Unit credits.

**Section 8:19 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)**

(a) Paraprofessional employees shall work the same schedules as teachers, with the exception that they shall not work on professional days for teachers mandated by the State. They shall also perform duty involving the non-classroom supervision and monitoring of students in accordance with the duty schedule developed for the school to which they are assigned.

(b) The total number of regular hours worked by a paraprofessional under this agreement shall not exceed 40 hours in any single workweek without the express permission of the Superintendent or Associate Superintendent. Any paraprofessional who believes or asserts that he or she is being required to work in excess of 40 hours in a single workweek shall report this directly to his or her principal and/or to the Department of Human Resources.

(c) In order to assure FLSA compliance, and as long as paraprofessionals are considered non-exempt under the FLSA, paraprofessionals shall be required to sign in to work and sign out of work by electronic or mechanical means established by the Board. Signing in and out in this manner shall also apply in cases where paraprofessionals have a 30-minute duty-free lunch.

(d) Any hours worked by a paraprofessional in excess of 40 in a single workweek shall be compensated in accordance with the FLSA by paying the paraprofessional 1.5 x his or her regular rate, or, alternatively, by giving the employee compensatory time-off equal to 1.5 hours for each hour worked in

excess of 40. The Superintendent shall decide whether to compensate overtime with extra pay or with compensatory time off.

(e) The parties understand and agree that the salary paid to paraprofessionals is based on a 40-hour week. Although they will be scheduled to work the same hours as teachers, i.e. less than eight (8) hours per day and less than 40 hours per week, there may be occasions when a paraprofessional remains at work longer than his or her scheduled hours for a given day to perform non-classroom duty, attend faculty meetings or perform other duties, in which case additional compensation need not be paid in order to comply with the FLSA.





**PROVISIONS APPLICABLE TO  
SECRETARIES AND CLERKS**



**PROVISIONS APPLICABLE TO SECRETARIES AND CLERKS**

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**PROVISIONS APPLICABLE TO SECRETARIES AND CLERKS**

**ARTICLE I – GENERAL RECOGNITION**

**Section 1:01 – In General**

The St. Tammany Parish School Board (hereinafter known as the “Board”) recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the “Federation”) as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time, non-administrative, nonsupervisory employees (hereinafter referred to as “Employees” or “Bargaining Unit members”). The phrase “full-time or part-time, non-administrative, nonsupervisory employee” means the following: All secretarial and clerical personnel, specifically excluding confidential secretaries and clerks, substitutes, temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board. For purposes of this Agreement, a confidential secretary or clerk is one who types or assembles documents or information in a confidential capacity for a supervisor or member of management who is charged with responsibility for making labor relations policy or responsibility for collective bargaining strategy or negotiations. Specifically excluded under this Agreement are the following positions: the secretary to the Superintendent and Board, the secretary to the Superintendent and Hearing Officer, the Senior Secretary to the Associate Superintendent, the Senior Secretary to the Assistant Superintendent of Instruction, the secretary to the Director of Business Affairs, the Senior Secretary to the Assistant Superintendent of Administration, the secretary to the Supervisor of Human Resources, the Clerk Typist III to the Associate Superintendent of Human Resources.

**Section 1:02 - Part-time Employees**

All provisions of this Agreement shall apply to part-time employees with the exception of Sections 8:17 – Work Year and 8:18 – Workday, Workweek and Fair Labor Standards Compliance of this Provision.

Provisions of this Agreement relating to Section 2:09 – Sick and/or Emergency Leave (Provisions Common to All Employees) and Section 8:15 – Vacation of this provision shall apply to those part-time employees who work certain hours each day of the week and it shall then be prorated according to actual hours worked. Similarly, salary under Article XXI – Salaries, Supplements, and Reimbursements (Provisions Common to All Employees) will be prorated for part-timers. Part-time employees will be eligible for retirement only if they meet the threshold requirement of an average of 21 hours of work in each workweek in the school year, and for hospital/medical benefits under Article XI – Group Health and Life Insurance Benefits (Provisions Common to All Employees) if they actually work at least 30 hours in each workweek of the school year.

**ARTICLE II - COMPENSATED LEAVE TIME**

**Section 2:01 - Absences Due to Accident or Injury on Duty**

(a) Employees shall receive, in accordance with law, those benefits to which they are entitled in accordance with Louisiana Revised Statute 17:1206.1, as amended from time to time while employed by the Board.

(b) Employees 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.

**ARTICLE III - EMPLOYEE EVALUATION**

**Section 3:01 - In General**

Employees will be evaluated by the principal or by the supervisor(s) to which they are assigned.

No member of the Bargaining Unit will evaluate another Bargaining Unit member.

**Section 3:02 - Discussion of Evaluation**

Within five (5) working days of the official written evaluation of any employee, the evaluator shall provide a copy of the evaluation and meet with the employee to discuss the evaluation and to render constructive assistance.

**Section 3:03 - Evaluation Forms**

Evaluation forms will be prepared in triplicate: one (1) for the employee, one (1) for the principal or supervisor(s) to which he is assigned and one (1) for the Superintendent of Schools.

**Section 3:04 - Procedure to Rebut Evaluation**

The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable through the grievance procedure established in the Agreement but the same shall not be arbitral.

**ARTICLE IV - LEAVE WITHOUT PAY**

**Section 4:01 - Temporary Disability Leave**

A temporary disability shall be considered hereunder as any disabling medical condition which precludes an employee from performing the duties of his job position for a temporary period of time.

An employee who is or expects to be temporarily disabled must notify the Department of Human Resources and his school principal or supervisor in writing. Notice must be given at the earliest possible date after an employee becomes aware of the disability.

An employee anticipating a temporary disability, but not yet on leave, shall be permitted to continue employment provided the employee's physician certifies that the employee is physically capable of performing his regular employment duties. The employee must also submit a physician's certificate indicating the date the disability has commenced and certifying that the employee will be temporarily unable to work.

An employee temporarily disabled must submit written verification to the School Board every six (6) weeks of the continued existence of the temporary disability. Verification shall include certification from the employee's attending physician that the employee is temporarily unable to return to work along with a current diagnosis, treatment plan, and a projected return-to-work date. Failure to provide this information may result in denial of leave or extension of leave without pay. Any question regarding whether the claimed disability is bona fide will be resolved by a Board appointed physician who shall examine the employee and render a report on his findings.

Employees shall apply unused sick leave and may use vacation time, if needed, toward any temporary disabilities, commencing with the first day of absence from work until such time that accumulated sick leave days and any used earned vacation days are exhausted. Employees whose temporary disabilities are longer in duration than six (6) consecutive working days and who exhaust all of their accumulated sick leave days and any of their used earned vacation days, and whose continuing disabilities are not being compensated under Section 2:01 - Absences Due to Accident or Injury on Duty of this Provision shall be granted a temporary disability leave without pay for the duration of their temporary disabilities, but not to exceed one (1) year.

This Section does not apply in any respect to employees who are permanently disabled. Additionally, if an employee's disability becomes permanent in nature, even though the employee's disability commenced as a temporary one, this Section will no longer apply to that employee.

Employees are to return to official duties at the termination of their temporary disability and to submit a physician's statement certifying satisfactory physical condition upon returning to duty.

At the conclusion of an employee's disability leave, the employee will be returned to the same position at the same school site as soon as is practicable.

**ARTICLE V - REDUCTION IN FORCE**

**Section 5:01 - In General**

When conditions necessitate or require a reduction in force, such as the elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extra-curriculum offering, program or school operation; the reorganization or consolidation of one or more schools or programs; the reduction in available funds for any program that results from a decline in enrollment; or the withdrawal or reduction in resources from federal, state or other sources, the Superintendent shall consider all viable alternatives to the layoff or termination of employees including projected attrition, retirement, expiration of temporary assignments, voluntary leaves of absence, reassignment, reclassification, reduction in work schedule and displacement and any recommendation made by the Federation. The Superintendent shall also bargain with the Federation over the potential impact of any reduction in force as allowed by law and consistent with the collective bargaining agreement between the Board and the Federation.

**Section 5:02 – Board Notification of Reduction in Force**

Prior to instituting any reduction in force, the Superintendent shall present his or her plan for the reduction in force at an official Board meeting.

**Section 5:03 - Maintenance of Group Health and Life Benefits**

An employee on layoff remaining on the recall list will be permitted to maintain in full force any Group Health and Life Insurance benefits for which he is eligible under this Agreement and which the law will permit him to continue in effect provided that he makes satisfactory arrangements with the Department of Human Resources to pay the full cost or the full premium for such benefits in advance of its becoming due. "Full cost" or "full premium" means the entire amount needed to fund the employee benefit in question irrespective of whether part would ordinarily be paid by the employee and part paid by the Board.

**Section 5:04 - Notification of Layoff**

No employee shall be laid off without first having been given at least 45 days' notice of layoff prior to its effective date. Notice shall be sent by certified mail, return receipt requested, to the employee's address, as it appears on School System records. It shall be the responsibility of each employee to see that his current address is on file. Notification sent to the address of an employee on file as specified herein shall be deemed adequate notification of layoff.

An employee notified of layoff may request a review of the decision by placing the request in writing and sending it to the Superintendent. The Superintendent shall consider the request and provide the employee with the results of the review. If the employee is dissatisfied with the results of the review, the employee may pursue the matter by filing a grievance.

**Section 5:05 - Procedure for Implementation**

In order to accomplish the reduction in force, the least effective employee within each layoff targeted subject area or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many employees as necessary to accomplish the reduction by proceeding based on effectiveness rating until the number of employees to be laid off has been reached. In determining effectiveness, the Superintendent shall rely on the evaluation an employee receives as determined by its performance and evaluation policy.

In cases where two or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employees shall be laid off first. When employees have equal seniority, selection for layoff shall be by lot.

**Section 5:06 - Re-employment Rights**

Employees receiving notification of layoff shall be eligible for recall or re-employment for three (3) years after being placed on layoff. No new positions will be filled until all qualified personnel on layoff have been recalled provided those on layoff are qualified for the positions needed. Recalls will be made by recalling the most senior person on layoff who is qualified for the existing vacancy.

**Section 5:07 - Recall - Restoration of Seniority and Leave**

An employee who is laid off and re-employed shall be reinstated with maximum credit for the time already served. An employee who is recalled after being laid off shall have restored to him all of the unused leave he had accrued on the effective date of the layoff.

**Section 5:08 - Recall List**

A recall list shall be provided to the Federation and shall be amended semiannually thereafter.

**Section 5:09 - Recall Notices**

The notice of recall shall be made by certified U. S. mail, return receipt requested, properly addressed to the last address given to the School System by the employee being recalled. If the employee being recalled fails to accept the position being offered, in writing, within 15 calendar days, if offered during the school year, or 30 calendar days, if offered during the summer recess, it will be considered that the employee has refused the recall offer thereby eliminating all re-employment rights of the employee.

**Section 5:10 - Substitute Employment Preference**

Employees on the recall list shall be entitled to preference for employment as day-by-day substitutes if requested in writing. Each school shall be given a list of employees awaiting recall who desire such employment.

**ARTICLE VI - SALARY, SUPPLEMENTS AND REIMBURSEMENTS**



**Section 6:01 - Experience Credit - Salary Scale**

(a) Credit will be given for prior experience as a secretary or clerk in Louisiana public and non-public schools and accredited, out-of-state public schools.

(b) All partial years of service shall be combined to determine allowable credit, i.e., two one-half years of experience will only result in one year of allowable credit.

**Section 6:02 - Step Increases**

The Board will study the feasibility of adjusting salary schedules during the term of this Agreement so that all employees have the same number of Step increases. The Federation agrees that the Board, at its discretion, may implement a plan to accomplish this.

**ARTICLE VII - VACANCIES AND TRANSFERS**

**Section 7:01 - Involuntary Transfers**

(a) An involuntary transfer is the involuntary movement of an employee from one school, worksite or department to another school, worksite or department. Involuntary transfers may occur for any of the following reasons:

- (1) When new buildings open;
- (2) When a facility is closed;
- (3) When there is a decline in student enrollment;
- (4) To staff new schools or programs;
- (5) To adjust for loss of classes or programs; or
- (6) To avoid reductions in force.

(b) Before involuntarily transferring any employee, voluntary transfer to a vacant position at another school or worksite will be offered to those whose transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over any other applicants.

(c) It is recognized that there might be more than one (1) employee willing to transfer; and, in such case, the vacant position will be awarded to the employee qualified for the position with the greatest system-wide seniority. If two (2) or more employees desire the vacant position and have equal system-wide seniority, the position will be awarded by lot.

(d) If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are qualified using the following criteria:

- (1) The employee(s) with the least building or worksite level seniority;
- (2) Where building level or worksite level seniority is equal, the employee(s) with the least system-wide seniority will be involuntarily transferred; and
- (3) Where building or worksite level seniority and system-wide seniority are equal, selection for involuntary transfer will be made by lot.

(e) Employees who are involuntarily transferred shall have the right to return to their school or worksite from which they were transferred in order of system-wide seniority, provided a permanent vacancy for which they are qualified occurs at their former schools or worksites prior to the first pupil attendance day of the school year following the school year in which their transfers took place. The parties understand, agree, and confirm the past practice that when more than one employee wishes to return and fill the same vacancy and the employees wishing to return have equal system-wide seniority, lots will be drawn to select the employee who receives the position. Employees interested in returning to their former schools or worksites shall notify the Department of Human Resources.

In accordance with past practice, where the need to reduce one or more positions in a program or department at a particular school or worksite results in the need to involuntarily transfer an employee, the affected employee will not have the right to the position held by another employee at that school or worksite who is not in the department or program, even though that position is held by an employee with less building or system-wide seniority.

(f) Where the entire student body of a school building or an entire grade, department or classification is moved en masse to another school building or split between schools, the employees affected shall be transferred to the new location or locations.

(g) Any employee who involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.

(h) An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article III – Discipline (Provisions Common to All Employees), shall be observed.

#### **Section 7:02 - Voluntary Transfers**

(a) A voluntary transfer is the voluntary movement of an employee from one worksite or school to another worksite or school or from one department to another. Any member of the Bargaining Unit shall have the right to request a voluntary transfer.

(b) Employees shall remain in their current position at their current site for two years prior to being eligible to request a transfer; however, if the time spent in the current position at the current site is less than two years, but the position the employee is requesting would provide a salary increase, then the employee may request the transfer to the new position. Once the employee accepts a new position, the two-year requirement to be eligible to transfer shall commence once again.

(c) Any vacancy occurring at a school or department shall first be filled through the promotion or lateral reassignment of an employee assigned to that school or department who is interested in promotion or reassignment and who has the recommendation of his principal or immediate supervisor. Any vacant position not filled in this manner, or any unfilled vacancy created as a result of filling a vacancy in this manner, shall be posted on the Federation bulletin board located in each building. A copy of the posting shall also be sent by mail to the Federation office.

(d) The posting shall indicate the requirements of the vacant position. Vacancy postings shall provide a minimum of seven (7) workdays prior to the deadline for application. Application forms will be made available at each worksite.

(e) Transfer requests shall be granted in filling posted vacancies to the applicant(s) possessing the greatest system-wide seniority, except as follows:

- (1) When the applicant does not possess the skill level required for the position;
- (2) When an applicant is not willing to accept special responsibilities required for the position as specified in the posting;
- (3) When the applicant has not completed his probationary period;
- (4) When the applicant is not deemed best able to meet the needs of the school or office where the posted vacancy exists; and/or
- (5) When the principal or supervisor deems it appropriate, based on the criteria numbered (1) through (4) above, to review the qualifications of new applicants prior to making his decision, in which case all qualified applicants will be considered before the position is filled.

(f) The principal/supervisor will then make a written recommendation to the Department of Human Resources.

(g) The principal/supervisor shall provide written reasons, on request of any unsuccessful applicant, through the Department of Human Resources, explaining the basis for the selection he made.

(h) An employee's transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.

(i) The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

## **ARTICLE VIII - WORKING CONDITIONS**

### **Section 8:01 - Call Out Compensation**

(a) Twelve-month employees who receive holiday pay for school holidays listed in the Agreement (e.g. New Year's Day, Martin Luther King Day) and who are called out to their worksite to perform work on such holidays will be paid double time for all time worked in addition to their holiday pay.

(b) Twelve-month employees who are not on duty and are called out to their worksite to perform work on a non-holiday (e.g. after regular working hours, weekends, scheduled day off) shall be compensated in accordance with the Fair Labor Standards Act, but shall be guaranteed a two (2) hour minimum.

(c) All non-twelve-month employees who are called out to their worksite to perform work at times outside of their regular schedules (e.g. after regular working hours, weekends, scheduled time off) shall be compensated in accordance with the Fair Labor Standards Act, but shall be guaranteed a two (2) hour minimum, except as follows: custodians responsible for turning off alarms, or other employees whose call out is part of their routine responsibilities shall be compensated in accordance with the Fair Labor Standards Act but shall not be guaranteed a minimum.

### **Section 8:02 - Compensation for Special Training**

If an employee is required to undertake special or additional training in order to become qualified to perform new or additional duties added to his job description, the Board will provide such training at its expense.

### **Section 8:03 - Employee Training**

Employees shall be trained to perform duties which are new to them. Training shall take place during regular working hours. If not, employees will be compensated for training time spent outside of regular working hours.

### **Section 8:04 - Facilities**

(a) Separate restrooms for adults and students shall be maintained at each school site.

(b) A telephone will be made available for necessary calls during duty time in some appropriate area of the school.

(c) Employees shall have access to employee lounges at their worksites.

(d) When parking facilities are available for teachers in an existing school location, such facilities shall also be available to secretaries and clerks.

(e) Telephone messages will be conveyed to employees. Emergency messages shall be conveyed immediately.

### **Section 8:05 - Health and Safety**

(a) While it is the responsibility of employees to assure the safety and well-being of students, the Board shall require no action to be taken which clearly endangers the health or safety of employees.

(b) The Board shall provide for fingerprinting of new employees as required by law. This shall be at no cost to the employee. The Board shall pay all expenses for the fingerprinting procedures.

(c) Employees shall not be required to open buildings for public use or for business hours or close them to public use at the end of the business day, with the exception of employees assigned to any Board office or building where they are required to report prior to other employees or depart after other employees.

### **Section 8:06 - Orientation**

New employees shall be apprised of personnel policies upon their hire. Newly hired or promoted employees shall be oriented into their duties on the job by their supervisor(s) or co-employees. Time spent in on-the-job orientation will be considered part of the regular workday.

Instructions and work assignments given to employees regarding their duties will be given during the regular workday.

### **Section 8:07 - Preservation of Confidences**

All unit secretaries and clerks directed to perform confidential tasks by principals or supervisors will continue to do so, preserving confidentiality as required. The fact that these employees are not considered "confidential" employees for purposes of unit exclusion will not derogate from this job requirement in any manner whatsoever.

**Section 8:08 - Professional Development**

The Board will conduct at least one beginning of the year seminar for all new members of the Bargaining Unit to assist them in the efficient execution of their duties.

**Section 8:09 - Professional Growth**

The Board shall provide workshops and seminars to train employees in new technology which employees are required to learn for the performance of their job duties. Employees shall be reimbursed reasonable and customary travel expenses in accordance with Board policy when required by the Board to attend out-of-parish workshops and seminars.

**Section 8:10 - Promotions and Advancement**

(a) No employee will be transferred, demoted or terminated as a direct result of the promotion of an administrator or the transfer of an administrator from one worksite to another.

(b) Promotions will be considered and determined in the same manner as voluntary transfers in accordance with the provisions of Section 7:02 – Voluntary Transfers of this Provision.

(c) Employees who apply for promotion to a vacant position will be considered under Section 7:02 – Voluntary Transfers of this Provision prior to outside applicants being considered and/or hired.

**Section 8:11 - Reimbursement for Purchases**

Employees will be reimbursed for all receipted office supplies they have been directed by their supervisor to purchase.

**Section 8:12 - Responsibility/Damage to School Property**

An employee shall not be monetarily responsible for damage caused as a result of his lack of knowledge in performing his assigned duties provided such damage is not the result of a willful or intentional act.

**Section 8:13 - Student Discipline**

Employees will not be required to administer discipline to students. It is understood that employees will be required to maintain order in their work areas and offices and to take reasonable action to curtail disruptions by students.

**Section 8:14 - Teacher Absences and Substitutes**

(a) Employees will not be required to receive telephone calls at home regarding staff absences.

(b) Employees will not be required to secure substitutes for absent teachers outside of their workday.

**Section 8:15 – Vacation**

Twelve-month employees will earn vacation days in accordance with their years of employment with the St. Tammany Parish School Board, as follows:

<u>Years of Employment</u>	<u>Total Number of Vacation Days Earned Annually</u>
Over 1 but less than 5	10
Over 5 but less than 10	12 ½
Over 10 but less than 15	15
Over 15 but less than 20	17 ½
Over 20	20

Employees are to use their vacation beginning with the first year in which it is accrued. Vacation must be approved by management. A maximum of five (5) days of vacation may be carried forward to the next fiscal year. Any vacation not carried forward will be lost.

Considering that an employee may use his vacation days commencing with the first year in which vacation is being accrued, an employee may use up to the full number of vacation days he will earn in any fiscal year during that fiscal year commencing with the first fiscal year of his employment. Consequently, the parties understand that an employee may actually use a certain number of vacation days during a given fiscal year prior to his actually having earned those days. In the event an employee becomes separated from employment with the St. Tammany Parish School System and has used vacation days which he has not yet earned, an adjustment for the vacation days taken but not yet earned shall be made by withholding an appropriate amount from any final pay due the employee. If there is insufficient or no pay due the employee upon separation from employment, the employee shall repay the Board by personal check or money order.

When an employee is on leave without pay, vacation will not accrue during this time.

When an employee separates from employment with the St. Tammany Parish School System, he shall be compensated for all accrued and unused vacation days at his current rate of pay.

**Section 8:16 - Video Display Terminals**

The Board will conform to all federal or state laws and regulations that may become effective during the term of this Agreement.

**Section 8:17 - Work Year**

The regular work year for secretarial and clerical employees will be as follows:

- 10-month employees.....200 days
- 11-month employees.....220 days
- 12-month employees.....261-263 days\*

\*Depends on dates on which holidays fall

**Section 8:18 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)**

(a) Secretaries and clerks shall be scheduled for a seven (7) hour workday, inclusive of two (2) 15-minute breaks, but exclusive of a 30-minute duty-free lunch. Part-time secretaries and clerks shall work the schedule established by their principals or supervisors and shall receive one (1) 15-minute break.

(b) The total number of regular hours worked by secretaries and clerks shall not exceed 40 hours in any single workweek without the express permission of the Superintendent or designee. Any employee who believes or asserts that he or she is being required to work in excess of 40 hours in a single workweek shall report this directly to his or her principal and/or to the Department of Human Resources.

(c) In order to assure FLSA compliance, secretaries and clerks shall be required to sign in to work and sign out of work by electronic or mechanical means established by the Board. Signing in and out in this manner shall also apply in cases where secretaries and clerks receive a lunch break. Signing in and signing out will not be required for 15-minute breaks.

(d) Any hours worked by secretaries and clerks in excess of 40 in a single workweek shall be compensated in accordance with the FLSA by paying the secretary or clerk 1.5 x his or her regular rate, or, alternatively, by giving the employee compensatory time-off equal to 1.5 hours for each hour worked in excess of 40. The Superintendent shall decide whether to compensate overtime with extra pay or with compensatory time off.

(e) The parties understand and agree that the salary paid to full-time secretaries and clerks is based on a 40-hour week. Although they will be scheduled for a 35-hour week, there may be occasions when a secretary or clerk remains at work longer than his or her scheduled hours for a given day, in which case additional compensation need not be paid in order to comply with the FLSA.



# VAE/VPSB CONTRACT

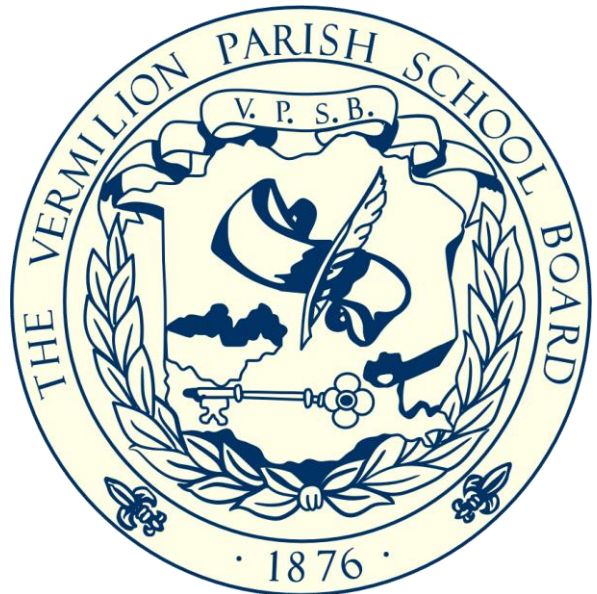


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## ARTICLE I

### RECOGNITION AND DEFINITIONS

#### 1.1 RECOGNITION

The Vermilion Parish School Board, Vermilion Parish, Louisiana, (hereinafter referred to as the (Employer or the Board) recognizes the Vermilion Association of Educators, LAE-NEA (hereinafter referred to as the Association or the VAE,) as the sole and exclusive bargaining representative with regard to wages, hours and conditions of employment, including fair and equitable treatment, of all full-time, non-administrative **certified** and classified employees (hereinafter referred to as the Employee or Bargaining Unit Member).

All employees of the Vermilion Parish School Board shall be considered Bargaining Unit Members except the following positions:

Superintendent, Assistant Superintendent(s), Chief Financial Officer, School Properties/Risk Manager, District Technology Managers, Principals, Assistant Principals, Supervisors, Coordinating Supervisors, Information Systems Manager(s), Special Education Coordinators, Accountants, Purchasing Agent, Sales Tax Coordinator, Maintenance Manager, Transportation Shop Manager, Bus Driver/Attendants, Cafeteria Managers, and Administrative Assistants to the Superintendent, Assistant Superintendent(s), and Chief Financial Officer.

Should a new job classification be established or an existing position be reclassified and the classification or reclassification does not require recommending the hiring, firing, disciplining, managing, supervising, and/or evaluating of members of the bargaining unit, the members of such job classification(s) shall be part of the bargaining unit. (The provision outlined in this paragraph shall apply prospectively to new positions created after August 2004.)

If during the life of this agreement the Board should create new positions with job responsibilities not similar to those employment classifications included in the Bargaining Unit described herein, the Board and the Association shall meet to discuss their inclusion in the Bargaining Unit.

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 during the term of this Agreement.

If a position in the Bargaining Unit is re-classified and such re-titled position requires job responsibilities similar to those employment classifications included in the Bargaining Unit described herein, such employment classification shall be part of the Bargaining Unit.

Notification of any re-classification or position title change shall be submitted to VAE in writing before any changes occur.

The exclusive rights granted to the Association in this Agreement shall not be extended to any competing employee organization during the duration of the Agreement. However, no later than ninety (90) calendar days prior to the termination of Agreement any group of individuals or any organization representative may request the American Arbitration Association to conduct a check of the validity of employees' signatures indicating that forty (40) percent of the employees covered by this Agreement desire to be represented by any other organization.

Within ten (10) 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 met. The parties to the election (the Board, the Association and the challenger) shall meet as soon as possible with the American Arbitration Association to prepare for the election in accordance with the rules and procedures which have been ordered by the American Arbitration Association. The American Arbitration Association will govern the conduct of the representation election. Costs for all proceedings will be come by the challenging party.

The exclusive recognition granted herein does not preclude individual employees from presenting concerns and suggestions to their administrators/supervisor.

#### 1.2 DEFINITIONS

##### A. Employee

The term Employee or Bargaining Unit Member may include an Employee or a group of Employees who are similarly affected by this Agreement.

1. The term Employee or Bargaining Unit Member when used hereinafter in this Agreement shall refer to all Employees represented by the Association.

2. Full-Time: An Employee who is employed in a job classification for at least fifty (50) percent or more of the normal work day/week/year for that job class.
3. Part-Time: An employee who is employed in a job classification for less than fifty (50) percent of the normal work day/week/year for that job class.
4. School Year Bargaining Unit Members: Bargaining Unit Members employed to work at least one hundred eighty-two (182) days and whose employment follows the school calendar.
5. Full Year Bargaining Unit Members: Bargaining Unit Members employed to work on a twelve month basis.
6. Permanent Substitute: An Employee who is employed full-time but required to fill any full or part-time position while the regular Bargaining Unit Member is absent or on approved leave.

**B. Days**

The term days when used in this Agreement shall, except where otherwise indicated, mean working days.

**C. Superintendent**

The title Superintendent shall indicate the Superintendent of Schools or his/her designee.

**D. Employer**

The term Employer, or Board shall indicate the Vermilion Parish School Board.

**E. Association**

The term Association or VAE shall indicate the sole and exclusive bargaining representative.

**ARTICLE 2**

**FRAMEWORK FOR COLLECTIVE BARGAINING**

**2.1 NEGOTIATIONS PROCEDURES**

- A. Negotiations shall take place in private.
- B. Either negotiations team may call a caucus at any time in the negotiations.
- C. Neither party shall cause to be known or disclose publicly the substance of any proposal or counter-proposal made during time of negotiations. Each party shall be responsible in its press relations.
- D. There shall be no electronic recording equipment or listening devices used during negotiations.
- E. All proposals and counter proposals shall be in writing and in the form tendered for inclusion in the contract if agreed upon.
- F. Each section of the proposed contract agreed to by both negotiating teams shall be reduced to writing and the agreed upon language shall be initialed by the spokesperson for the Employees and spokesperson for the Board. The signing of items by the spokespersons shall signify tentative agreement subject to ratification of the total agreement by both parties. Arguments on any items and or discussions related to the negotiations which have not been initialed have no validity.
- G. Items withdrawn shall be initialed by both parties and shall remain invalid.
- H. Any issue raised through the initial proposal presentation or subsequent counter proposals by either party shall be a subject of discussion during bargaining.
- I. Negotiations shall be mutually scheduled. When negotiations are conducted during regular work hours, released time shall be provided for the Association's Negotiating Team Members.
- J. The parties shall commence bargaining for a successor agreement on or before the first week in March of the year in which the contract expires and until an impasse is declared by either the Association or Board.
- K. Changes in format, reorganization, renumbering and/or re-lettering shall be a matter of mutual agreement.

**2.2 IMPASSE RESOLUTION**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this

Agreement determines that the assistance of a mediator would be helpful or that an impasse exists.

Costs involved in the processes cited above will be shared equally by the Board and Association.

### **ARTICLE 3**

#### **GRIEVANCE PROCEDURE**

#### **3.1 DEFINITIONS**

##### **A. GRIEVANCE**

Any claim by the Association, Bargaining Unit Member, or group of Bargaining Unit Members, that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement, Board policy, or alleged violation of the right to due process.

##### **B. DAYS**

All time limits consist of working days.

#### **3.2 PROCEDURES**

All Bargaining Unit Members shall have the right to representation by the Association at any level of the procedure outlined below, including an informal conference, the Association shall have the opportunity to be present at the hearing. The parties acknowledge that an Employee, his/her VAE representative, and the Employer may resolve problems through free and informal communications. Any and all disputes arising under the terms and provisions of this Agreement, Board policy, or involving its interpretation shall be resolved in accordance with the grievance procedures established herein.

##### **INFORMAL CONFERENCE**

Bargaining Unit Member(s) with a complaint, problem or possible grievance shall schedule an appointment with the administrator or supervisor whose action he/she is questioning in order to attempt to informally resolve any differences. No administrator shall refuse to informally meet with an Employee at a mutually agreed upon time. If the action being disputed or the complaint is not resolved at the informal conference, it maybe submitted in accord with Step I of the formal Grievance Procedure.

Nothing in this article shall be construed as making the informal conference part of the grievance procedure established in this Agreement and no decision made in an informal conference shall establish prior practice or precedent.

##### **Step I**

If the grievant is not satisfied with the results of the informal conference, within twenty (20) days of the occurrence of the event or when the grievant should have reasonably been aware of the events giving rise thereto, the grievant may submit the grievance in writing on the appropriate form (Appendix B) to the administrator whose action is being questioned. The administrator will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association Representative, die grievant, and the immediately involved administrator shall be present at the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the administrator's written response, including the reason for the decision.

##### **Step II**

If the grievance is not resolved at Step I, then the grievant and the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The appeal to the Step I decision must be made in writing stating the grievance and the relief sought as submitted in Step I. The Superintendent/designee shall arrange, with the Association representative and grievant for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within five (5) days of the meeting, the grievant and Association shall be provided with the Superintendent's/designee's written response, including the reasons for the decision.

##### **Step III**

If the grievance is not resolved at Step II, then the grievant and Association may refer the grievance to the Board within ten (10) days after receipt of the Step II written decision. The grievance appeal, including the relief sought, shall be submitted in writing on the appropriate form as submitted in Step II. Upon receipt of the written appeal the Board shall hear the grievance within ten (10) of the Board's receipt of the appeal. Within five (5) days of the meeting, the Association and grievant shall be provided with the Board's written disposition of the grievance either affirming or denying same and the reasons for the decision.

Should the employee refuse representation by the Association, the Association may have the opportunity to be present at the



hearing or the Association shall present its views on the issue at hand in writing.

#### **Step IV**

In the event the grievance, as presented in Step III, is not resolved and/or the relief sought is not granted, the grievance may be appealed to binding arbitration as hereinafter established. The Association shall notify the Board in writing of its desire to appeal to arbitration within fifteen (15) work days subsequent to the date of receipt of the third (3rd) step decision.

#### **ARBITRATION PROCEDURE**

A request for arbitration shall set forth the grievance and the relief sought as submitted in Step III. In the event the Board has asserted that the dispute contained in the request for arbitration is not arbitral, the question of arbitration shall be determined by a court of competent jurisdiction. The cost of such court determination shall be borne by the Board.

If a final judgment of a court has determined that a request raises arbitral issues, the court's decision shall specify in reasonable detail the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon the issues specified in such final court judgment and the arbitrator shall have no authority or jurisdiction to consider issues other than those specified.

Once it has determined that the grievance raises arbitral issues and has directed arbitration of the issues, the parties shall endeavor to mutually agree upon an arbitrator. If the parties fail to agree upon an arbitrator, they shall jointly request the American Arbitration Association to furnish a panel of five (5) capable arbitrators. Each party shall have the right to reject one (1) panel so submitted. The party requesting arbitration and the Board representative shall alternately strike two (2) names from the agreed panel, and the remaining individual shall be the arbitrator. The fees and the expenses of the arbitrator shall be borne by the losing party. Should the grievance be affirmed in part and denied in part, the fees and expenses of the arbitrator shall be borne equally by both parties.

The arbitrator shall issue his decision no later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, by mutual agreement, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and set forth the arbitrator's opinion and conclusions on the issues submitted.

The decision of the arbitrator as set forth shall be restricted to a determination of whether or not there has been a violation of the Agreement as alleged in the written grievance. He shall limit himself to the issues submitted to him and shall have no authority in any case to add to, subtract from, or alter in any way any provision of this Agreement. The decision of the arbitrator shall be binding on both parties.

#### **3.3 BYPASS**

By mutual agreement one or more steps of the grievance procedure may be waived.

#### **3.4 CLASS GRIEVANCE**

If in the judgment of the Association, a grievance affects a group or class of members of the Bargaining Unit, the Association may submit the grievance in writing to the Superintendent and the process of such grievance shall be initiated directly with the Superintendent with his/her designee upon mutual agreement of the parties.

#### **3.5 NO REPRISALS CLAUSE**

No reprisals shall be taken by the Employer or the Association against any Employee because of the Employee's participation or refusal to participate in a grievance.

#### **3.6 RELEASED TIME**

Should a grievance hearing be scheduled during work time, the participating Employee(s) and Representative(s) shall be released from their regular assignments without loss of pay or benefits. The conduct of grievances shall not interrupt or interfere with any part of the work or instructional programs of the school/department.

#### **3.7 FILING OF MATERIALS**

All grievance documentation shall be maintained separately in the Personnel file of the Employees.

#### **3.8 GRIEVANCE WITHDRAWAL**

A grievance may be withdrawn at any level without establishing precedent. Failure to file or appeal within the specified time limit will constitute a grievance null and void.

### **3.9 NO WRITTEN RESPONSE**

Failure of a Board representative to give his/her answer within the time limits provided at any step of the grievance procedure will automatically advance the grievance to the next step of this procedure effective immediately.

### **3.10 EXPEDITED ARBITRATION**

By mutual agreement, Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

### **3.11 COURT REPORTER**

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter.

### **3.12 POSTPONEMENT**

If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

### **3.13 SETTLEMENT**

By mutual agreement, a grievance may be settled at any step without establishing precedent.

### **3.14 WORK CONTINUANCE**

It is understood that Employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined unless such continuance would endanger the Employee's health, or safety, or be in violation of law.

## **ARTICLE 4**

### **EMPLOYEE RIGHTS**

#### **4.1 RIGHT TO ORGANIZE AND PARTICIPATE**

An Employee may exercise his/her constitutional rights concerning organizing, joining, or assisting with the Association. They may participate, through Association representatives of their own choosing, in negotiations with the Employer.

#### **4.2 STATE AND FEDERAL RIGHTS**

Nothing contained within this Agreement shall be construed to deny or restrict any Employee rights the Employee may have under any State or Federal Law.

#### **4.3 RIGHTS OF CITIZENSHIP**

The Employee shall be entitled to full rights of citizenship which include religious and political freedom. The private and personal life, within the limits of the law, of any Bargaining Unit Member is not within the appropriate attention of the Employer.

#### **4.4 NON-DISCRIMINATION**

Neither the Board nor the Association shall discriminate against any Employee on the basis of race, creed, religion, color, sexual orientation, marital status, age, sex, national origin, political views, physical characteristics or handicapping conditions, nor for the lawful exercise of Constitutional rights.

#### **4.5 RULES AND REGULATIONS OF BOARD POLICY AND EMPLOYEE HANDBOOK**

All policies, regulations, and rules of the Board will be published and available to the Employees. Each principal/supervisor shall provide to each Employee a handbook of school rules, regulations and procedures. Changes shall be communicated in writing to Employees and initialed by Employees within (10) working days of board approval. No Employee shall be held accountable for failure to implement a changed policy, regulation, rule, school rule from handbook, or procedure; unless reasonable notice of the change has been given and the change has been initialed by the employee.

#### **4.6 EMPLOYEE NOTIFICATION OF ASSIGNMENTS**

Written notice of each Employee's assigned work location for the succeeding year shall be communicated to the Employee no later than the close of the school year. In the event of unforeseen circumstances, and changes in such assignments are necessary, the Employee affected shall be notified promptly and consulted as soon as possible.

## **4.7 USE OF EQUIPMENT AND FACILITIES**

At each school site existing workable duplicating and copying machines, laminating machines, computers, and printers shall be made available to aid Employees in the proper execution of their assigned duties.

The Board recognizes and accepts its responsibility to maintain properly the equipment cited above, within fiscal limitations.

## **ARTICLE 5**

### **VAE RIGHTS**

#### **5.1 VAE MATTERS - BOARD AGENDA**

The Association shall have the right to speak at any public Board meeting or Committee meeting on any issue which is scheduled for Board consideration. The Board shall place on the agenda, at each regular Board meeting or Committee meeting any matter(s) brought to its attention by the Association so long as these matters are made known in writing to the Superintendent five (5) working days prior to the regular Board meeting or Committee meeting. This request shall include only the topic of the presentation and a simple synopsis.

#### **5.2 BOARD MEETINGS - NOTIFICATION**

The president of VAE shall be given written notice of any regular, committee, or special meeting of the Board together with a copy of the agenda or statement of purpose and the same packet of information provided to the public and/or press of such meeting. The Association's president shall receive the information at the same scheduled time that the Board members receive same.

#### **5.3 BOARD AGENDA TO VAE REPRESENTATIVES**

A copy of the Board's agenda will be posted on line on the same schedule as cited above. The principal/supervisor shall provide the addendum(a) to the local Association Representative.

#### **5.4 BOARD MINUTES - ASSOCIATION COPIES**

The VAE shall be provided with a copy of the official minutes of each Board meeting, Committee meeting, or special meeting as soon as available. The minutes shall be made available to the president of the Association.

#### **5.5 PERTINENT INFORMATION - ASSOCIATION**

Upon request, the Board shall provide the VAE, with records and data necessary for it to adequately provide representation in collective negotiations or in processing a specific grievance. Such records and data shall not include working papers or internal administrative communications. Authorization for release of personnel information by an Employee shall be made in writing.

The Board shall provide electronic copies of financial reports and audits, all personnel information, if available, listing names, addresses, telephone numbers, job title and location; public budgetary data; names, addresses, seniority and experience credit of all Bargaining Unit Members; compensation paid thereto; and all other public information which the Association requests of the Board.

Upon request, the Board agrees to provide to the Association updated information, as cited above, of all newly hired Employees.

#### **5.6 ASSOCIATION ANNOUNCEMENTS**

Announcements of VAE, business shall be placed on Association bulletin boards provided such announcements have no impact on the student body.

#### **5.7 ASSOCIATION VIEWS - STUDENT'S PRESENCE**

The Association's view on matters relating to supervisor-employee relationships shall not be discussed in the presence of students.

#### **5.8 VAE LEAVE**

In the event that the VAE desires to send representatives to attend conferences/ conventions, workshops, or committee board meetings conducted by the local, state or national Associations, the Board shall provide professional leave without loss of salary for a total of thirty-five (35) aggregate days per fiscal year providing:

1. The selected representative has not exceeded ten (10) days absence due to illness/personal emergency;
2. The Association reimburses the Board for the cost of the day-by-day substitutes;
3. The selected representative has not exceeded five (5) VAE leave days, with the exception of the President and Grievance Chair. If

the representative has exceeded five (5) VAE leave days, then permission from the VAE President and the Superintendent must be granted.

Thirty-five (35) aggregate days in any fiscal year contract period may be used for such purposes. Written notice for leave must be submitted to the Superintendent at least five (5) days prior to the requested date of absence.

## **5.9 PRINTING OF CONTRACT, COSTS AND DISTRIBUTION**

After ratification of the Agreement by the Board, the VAE shall provide the Board with a typed and proofed copy of the Agreement for approval and copies of the contract agreement shall be posted on the official Vermilion Parish School Board website.

## **5.10 UNIFORM APPLICATION**

Both parties agree that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.

## **5.11 VAE - MANAGEMENT MEETINGS**

The VAE and the Superintendent/designees, agree to meet monthly at a mutually agreeable time to discuss matters of mutual concern. Such meetings shall not be utilized to resolve pending grievances.

## **5.12 VAE - ADMINISTRATION MEETINGS**

The VAE, representatives and building level supervisor shall meet monthly, at the request of either party, on a mutually agreeable date and time to discuss school plant operations. Such meetings shall not be utilized to resolve pending grievances.

## **5.13 CHANGING EXISTING BOARD POLICY AND PROCEDURES**

At least ten (10) days before the Board changes any existing written policies or written procedures which affect the Employee's wages, hours or other terms and conditions of employment, they shall notify and shall meet with the VAE for the purpose of fully explaining and discussing all such changes.

## **5.14 EMPLOYEE ASSOCIATION ORIENTATION**

The VAE and the Employer agree that twenty (20) minutes will be made available during an opening of school faculty meeting, department meeting, or new teacher orientation for recruitment purposes.

## **5.15 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT**

The Board agrees to allow representatives of the Association to have reasonable access to the premises of the Board outside of regular school work hours. Request for space in which to hold meetings shall be made by a designated Association representative to the Superintendent at least five (5) days prior to the scheduled time of the meeting. If the faculty is unavailable another facility will be provided. Requests are subject to security and custodian regulations and shall not interfere with the performance of duties assigned to the Employees.

## **5.16 BUSINESS BY VAE REPRESENTATIVES ON SCHOOL PROPERTY**

If a representative of the VAE, desires to visit a school/work site for the purpose of conferring with a Bargaining Unit Member, such representative(s) shall first report to the administrative office and make their presence known to the proper official for approval. Such conferences may take place in the faculty lounge but shall not interrupt an Employees assignment.

## **5.17 BULLETIN BOARD, MAIL FACILITIES, AND MAIL BOXES**

The Board shall provide the VAE with one (1) bulletin board at each work site in a place normally accessible to members of the unit.

Official representatives of the VAE shall have the right to place Association materials, newsletters and notices in the mailboxes of members of the Unit only during non-instructional, non-duty periods. As a matter of courtesy, a copy of all materials distributed as described above shall be given to the building administrator no later than the time it is distributed. Both parties understand that the school setting during the course of the school day will not be used to publicly advertise labor disputes.

## **5.18 PARISH INTER-SCHOOL MAIL**

The VAE may use the parish Inter-School Mail service, including e-mail, for distribution purposes.

### **5.19 VAE PRESIDENT RELEASE TIME**

Any member of the Unit who is elected President of the VAE will, upon proper applications, be granted a one (1) year leave of absence without pay for the purpose of accepting the position. Such leave shall be renewed from year to year during the life of this contract upon written request. Upon return from such leave of absence, members of the Unit shall be placed on the step of the salary schedule they would have attained had they remained in service and shall be returned to their former position or if such leave exceeds one (1) year, its equivalent.

### **5.20 NEGOTIATION LEAVE**

Should collective bargaining activities take place during normal work hours, representatives of the Association shall suffer no loss of salary, fringe benefits, or seniority.

### **5.21 PAYROLL DEDUCTIONS**

A. The Board, during the life of this Agreement, will deduct from the pay of each Employee covered by this Agreement the VAE annual membership dues and contributions to PAC on a monthly basis, provided that at the time of such deduction there is in the possession of the Board an existing written authorization executed by the Employee validly in effect at the time of such deduction. Authorization forms shall remain in effect from year to year unless canceled by the Employee in writing prior to and to be effective as of August 1<sup>st</sup> of any school year.

Board personnel shall transmit a copy of such cancellation to VAE within seven (7) days of receipt thereof. Should a member terminate employment with the parish, the remaining portion of the annual dues will be deducted from the final pay and transmitted to the Association.

The VAE agrees to notify the Superintendent/designee of annual dues changes by August 1 of each year.

The VAE agrees to identify and hold harmless the Board against any and all claims, demands, suits, or other forms of liability in the event any Association member takes legal action as a result of specified dues deductions.

B. Authorization submitted to the Superintendent or his/her designee by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the VAE within five (5) working days following each pay period.

C. All employees shall participate in the direct deposit payroll program effective as follows:

- 1) 12 month employees – July 1, 2014
- 2) 10 month employees – August 1, 2014
- 3) 9 month employees – September 1, 2014

### **5.22 PERTINENT ASSOCIATION INFORMATION**

Upon reasonable request, the Association shall furnish the Superintendent with a list of the current officers and local Association representatives and shall notify the Superintendent in writing of any changes in the list at the time of election or appointment of any new officers or local Association representatives.

## **ARTICLE 6**

### **EMPLOYERS RIGHTS**

#### **6.1 MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement and the laws and the Constitution of the State of Louisiana and of the United States of America, the Association recognizes the prerogative of the Board to operate and manage its affairs, and that the Board reserves those rights concerned with the management and operation of the district which include but are not limited to the following:

1. To recruit, assign, transfer and promote members to positions within the district;
2. To suspend, demote, discharge, or take disciplinary actions against members of the Unit for just cause;
3. To determine methods, means, and personnel necessary for district operations;
4. To develop and fiscally manage the district budget; and

5. To take whatever actions are necessary in emergencies in order to assure the proper functions of the district. Implementation of those rights shall be consistent with this Agreement and the laws and the Constitution of the State of Louisiana and of the United States of America.

## **ARTICLE 7A**

### **CERTIFIED EMPLOYEES' WORKING CONDITIONS**

#### **7-A.1 LENGTH OF THE WORKDAY/WORK WEEK**

With the exception of those certified Employees assigned to duty (within current district practice) before or after school, the length of the workday for all certified Employees shall not exceed seven and one-half (7 ½) consecutive hours including preparation periods and lunch periods. Morning duty performed by Certified Employees shall not commence earlier than (30) minutes prior to the beginning of the regular school day, and afternoon duty shall end no later than thirty (30) minutes after the end of the regular school day, unless there is an emergency that is beyond the bounds of the school site decision making authority. All duty shall be equitable, so that no certified employee is performing more or less duty than another certified employee.

All certified personnel shall be allowed to report to school late or leave school early up to a maximum of thirty (30) minutes, no more than once per semester, for the purpose of an unavoidable conflict in the routine daily schedule.

For high school personnel, it will be the responsibility of the employee to arrange coverage for his/her duties.

For elementary school personnel, the principal will assist the employee to arrange coverage for his/her duties.

The regular school work week shall consist of five (5) consecutive days commencing on Monday and ending on Friday.

Upon arrival, each Employee shall record in writing his/her arrival time at the school as shown by school time. Faculty assigned to morning duty shall record their arrival time prior to reporting to duty.

#### **A. Lunch Period**

All certified personnel shall have a daily duty free lunch period of not less than (30) consecutive minutes. The principal shall establish an equitable student lunch supervision schedule. During the lunch periods, certified Employees may leave a school site/work location. The thirty (30) minutes may be reduced/reinstated by a simple majority vote of the faculty at the beginning of the year staff meeting.

The process for conducting and certifying the vote shall be completed by a committee comprised of the principal or administrator in charge of any school, the VAE representative, and 1 teacher elected by the faculty. The committee shall certify the results by reviewing and signing the results of the vote. The length of the workday shall not exceed that of the 1988-89 school session to accommodate this provision. However, the non-instructional report time before the student day may be reduced to allow for this provision.

#### **B. Preparation Periods**

1. Each elementary teacher, including Pre-K, shall be scheduled for a minimum of two hundred twenty five (225) minutes of unencumbered planning time per week. This means elementary planning periods shall not be less than forty-five (45) consecutive minutes each and shall not be scheduled prior to the beginning of the student day.

Each certified middle and secondary teacher shall be scheduled for five (5) instructional unencumbered planning periods per week of not less than one full period for middle and senior high schools.

During the preparation periods, certified Employees may occasionally leave a school site/work location for job-related purposes. Certified Employees are required to sign out stating the reason for leaving the site/location and sign in upon return.

2. Each librarian shall be scheduled for not less than thirty (30) consecutive minutes each day for shelving and shall not be scheduled prior to the beginning of the student day.

#### **C. Limits On Academic Subject Preparation**

##### **1. Senior and/or Middle School**

No Employee shall be required to teach more than three (3) different subject preparations except as required in order for the teacher to have a full-time schedule or to enable the school to offer a more diverse curriculum. The principal shall ensure the equity of division of work assignments amongst staff members. (Examples of subject assignments are physics and general science, or

general math and algebra).

## **2. Elementary Pupil Contact**

The amount of time which elementary teachers shall have direct contact with pupils shall conform to BESE regulations.

### **Consecutive Class Periods**

No teacher shall be required to teach more than three (3) consecutive class periods. (Exempt from this provision are schools with a seven period day.)

### **D. Holidays**

No certified Employee shall be required to work on weekends or holidays, except as compensated on the Supplementary Salary Schedule.

### **E. Employee's Responsibility**

A teacher shall not be required to assume the responsibility of another teacher's class simultaneous with his/her own class, except in case of emergency as needed to safeguard the safety and supervision of students. Every effort shall be made to secure a substitute for the teacher's class.

### **F. Parent-Employee Conferences**

Any teacher required to conduct a parent conference shall be released from their immediate teaching responsibilities for the time required to conduct such conference.

### **G. Traveling Employees**

Traveling certified Employees shall be provided with preparation and lunch periods as would any other certified Employee. Traveling employees shall be considered home-based at the site where the majority of their work is performed. All non-academic duties shall be assigned at the home base school or the secondary location, if agreed upon by the principals.

### **H. Additional Load Compensation**

The Board shall maintain a pupil/teacher ratio at each school site in accordance with Bulletin 741 standards.

### **I. Clerical Duties**

No teacher shall be required to collect lunch/milk money.

### **J. Transportation of Students**

Employees shall not be required to transport students in their personal vehicles. In emergency cases or if the Employee elects to transport the student, the Board shall reimburse the Employee mileage, and the Board acknowledges that the Employee is thereby acting as its agent for the purpose of determination of any liability.

### **K. Teachers As Substitutes**

Except in emergency cases, teachers shall not be required to substitute for another teacher who is absent from his/her work assignments. Every effort shall be made to secure a substitute for the teacher's class.

An emergency is an urgent, sudden and serious event or an unforeseen change in circumstances that necessitates immediate action to remedy harm or avert imminent danger to life, health or property.

### **L. Elementary PE/Art/Music Teachers**

Each elementary school shall provide a teacher to instruct P.E., and/or Art, and/or Music classes on a daily basis. Adjustments shall be made for large and small elementary schools.

## **7-A.2 CALENDAR**

Each year, prior to the adoption of the school calendar, a committee comprised of four (4) employees appointed by VAE, (including a twelve (12) month employee) and four (4) individuals appointed by the superintendent, shall meet and submit a school calendar to the board for approval. If a change in the approved calendar becomes necessary, the above committee shall meet and present their findings to the board.

The school year calendar shall consist of 182 days which shall include a minimum of 177 student instructional days and a minimum of three (3) non-pupil contact days. An emergency day shall count as a work day. The work year for certified personnel shall not exceed 182 days.

### **7-A.3 GRADES**

Teachers shall maintain the right and responsibility to determine grades and other evaluations of students (exclusive of multi-disciplinary evaluations).

The Board shall establish a grading system which shall be set forth in writing and provided to all teachers, students and parents.

### **7-A.4 UNSAFE OR HAZARDOUS WORKING CONDITIONS**

Should an employee feel that an unsafe or hazardous situation exists, he/she shall notify the immediate principal for the purpose of prompt investigation. Certified Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

### **7-A.5 RESTROOMS, LOUNGES/WORKROOM FACILITIES**

When a mutual determination is made that a separate faculty lunch area, lounge/workroom is available, it shall be utilized as such.

If space for a separate faculty lunchroom is not available, an area of the cafeteria shall be so designated. If a room for a separate lounge/workroom is not available, a designated area in the school shall be so provided.

### **7-A.6 STUDENT DISCIPLINE/PHYSICAL ASSAULT/BATTERY/THREATS**

Administrators and the Board shall support and assist certified Employees with respect to the maintenance of control and discipline of students. Administrators shall take reasonable steps to seek alternatives for disruptive students who repeatedly violate rules and regulations. Bargaining Unit Members may use reasonable methods with a student as is necessary to protect themselves or another student from attack, physical abuse or injury.

1. When a physical assault/battery occurs, the employee, while acting within the scope of his/her duties, has the right to defend himself/herself and/or obtain assistance.

2. The principal, upon notification of assault/battery/threat, shall immediately call parents, the superintendent or his designee, and if appropriate, the police.

3. The principal/designee shall immediately suspend indefinitely (pending an expulsion hearing) and shall recommend expelling a student who physically assaults/batters/threatens a staff member.

4. Any student who commits assault or battery on a bargaining unit member shall not return to the campus where the bargaining unit member works.

### **7-A.7 REIMBURSEMENT FOR PERSONAL PROPERTY**

The Board shall provide reimbursement to members of the unit who suffer, while in the performance of their duties, personal property loss or damage due to theft (including automobile battery) and/or vandalism (including smashed windshields and slashed tires), after review and approval of the Board. Excluded from this provision is currency and automobile damage which has not made the automobile inoperable. Necessary guidelines and limitations shall be established by the Board and disseminated. Only uninsured loss is eligible under this provision. The Employee must exercise reasonable care.

### **7-A.8 DISPENSING OF MEDICINE**

Teachers shall not be required to administer medication to pupils.

### **7-A.9 EMPLOYEE SUPERVISION AND RESPONSIBILITY FOR BUILDING**

In the absence of the building administrator(s), a certified Employee may voluntarily accept temporary supervision responsibility of school operations.

### **7-A.10 FACULTY MEETINGS--NUMBER REQUIRED**

A Bargaining Unit Member may be required by the principal to attend not more than nine (9) general faculty meetings per school year, except in emergency situations. General faculty meetings shall not exceed one (1) hour.

A Bargaining Unit Member may also be required by the principal to attend not more than three (3) fifteen minute, one item agenda



meetings before school provided that all employees receive a copy of the agenda before leaving school the day before the meeting.

In addition, teachers may be required to attend one (1) open house per school year, unless a valid excuse is presented.

Meetings held for the purpose of SACS accreditation are not subject to this provision.

#### **7-A.11 REQUISITION POLICY**

Each Bargaining Unit Member shall be given the opportunity to submit a school requisition form listing needed materials and supplies for the following school term. If requested, a status report of availability of requisitioned materials shall be provided prior to the first two (2) weeks of school.

A monthly summary of the local schools funds, remaining balances and expenditures shall be provided upon request in each respective school site for employee's information.

#### **7-A.12 TELEPHONE FACILITIES**

School phones are available to Employees to conduct necessary school business. School phones may be utilized for personal business so long as such calls do not interfere with school business. Employees are responsible for any charges for personal calls.

#### **7-A.13 PHYSICAL FACILITIES**

The Board shall continue to provide a separate desk, paper, pencils, pens, erasers, staplers, paper clips, thumb tacks, and such other materials which assist with the performance of daily teaching duties sufficient to implement the curriculum.

#### **7-A.14 CLASS SIZE**

Louisiana law requires the systemwide pupil-classroom-teacher ratio in grades kindergarten through third grade to be no greater than twenty (20) students. The maximum enrollment in a class or section in grades K-3 shall be twenty-six (26) students and in grades 4-12, thirty-three (33) students, except in certain activity types of classes in which the teaching approach and the materials and equipment are appropriate for large groups. No teachers at the secondary level shall instruct more than 750 student hours per week, except those who teach the above classes.

The School Board may request from the State Superintendent of Education a limited waiver from complying with the systemwide 20-1 student-teacher ratio, provided the teacher has demonstrated effectiveness pursuant the state evaluation program.

The Vermilion Parish School Board is aware that class size may have a bearing on effective teaching. Therefore, the Board designates the following student/teacher ratio: 21/23 for elementary schools and J.H. Williams Middle School; 23/25 for middle schools; and 24/26 for high schools.

#### **7-A.15 ALLOTMENT FOR EMPLOYEES**

A certified employee shall be reimbursed up to \$200.00 per school year for the purchase of instructional materials, provided that request for reimbursements is accompanied by original sales receipts which identify the items purchased. Employees shall receive reimbursement no later than one month following the submission of itemized receipts. Should receipts not total \$200.00, reimbursement shall be made on the deadline date of May 1<sup>st</sup> each year.

### **ARTICLE 7-B**

#### **CLASSIFIED/NON-CERTIFIED EMPLOYEES WORKING CONDITIONS**

##### **7-B.1 WORKDAY FULL-TIME EMPLOYEES**

###### **A. Standard Work Week**

The standard work week for Employees shall be deferred in each section pertaining to his/her job classification.

A seven and one-half (7½) hour workday, except for maintenance and head janitors who have an eight (8) hour workday, shall include at least one fifteen (15) minute break every four (4) consecutive hours and a duty free lunch and/or dinner break of no less than thirty (30) consecutive minutes, except as stated in 7-B.2b Summer work schedule.

All classified/non-certified personnel shall be allowed to report to school late or leave school early up to a maximum of thirty (30) minutes, no more than once per semester, for the purpose of an unavoidable conflict in the routine daily schedule.

The standard work week shall consist of five (5) consecutive days from Monday to Friday.

Upon arrival, each Employee shall record in writing his/her arrival time at the work site as shown by work site time and his/her departure time.

### **B. Overtime, Holidays and Weekend Work (Maintenance, Janitors, Central Office, Mechanics, and Food Service Workers)**

Except as otherwise provided, no Employee will be required to work overtime and/or on weekends or holidays except as follows:

#### 1. Regular Overtime

All hours worked in excess of forty (40) per week shall be compensated with pay at the rate of one and one-half (1½) times the normal rate of pay. All hours shall be preapproved in writing by supervisor.

#### 2. Relief Time and Overtime

Eligible Bargaining Unit Members working overtime will be entitled to an additional fifteen (15) minute relief time for every four (4) hours worked.

#### 3. Sunday and Holiday Call Back Time

All work on Sunday or holidays (overtime or not) will be compensated, with pay at two (2) times the employee's normal rate of pay, and a minimum of three (3) hours will be credited (guaranteed) to the Employee.

Holidays are:

Martin Luther King Day, Mardi Gras, Ash Wednesday, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve after 3:00 p.m., Christmas Day, New Years Eve after 3:00 p.m. and New Year's Day and Juneteenth.

#### 4. Saturday Overtime

Saturday overtime shall be a guaranteed two (2) hours minimum of work with pay at one and one half (1 ½) times the employee's normal rate of pay.

#### 5. Call Back Time

Any employee called back after normal work hours shall be compensated with pay at one and one-half (1 1/2) times the employee's normal rate of pay, and a minimum of two (2) hours shall be guaranteed to the employee.

### **C. Overtime by Seniority (Maintenance, Janitors, Food Service, Central Office, Mechanics)**

Overtime shall be divided equally among eligible Bargaining Unit Members within each school building or department as follows:

#### 1. Offering Overtime

Overtime shall first be offered to the Employee(s) who is qualified to do the job having the greatest building or department seniority within job classification. If all Employees within the affected building or department refuse the overtime, the least senior Employee(s) who is qualified to perform the work may be required to perform the overtime assignment.

#### 2. Overtime Scheduling

A record of all overtime hours worked on a fiscal year basis (by each employee) shall be provided upon request.

## **7-B.2 WORK YEAR/WEEK/DAY, HOLIDAYS AND VACATION DAYS**

### **A. Employment Year**

The employment year for all twelve (12) month Employees shall be from July 1 through June 30. The year shall consist of two hundred forty (240) paid work days including annual leave (vacation days) and paid holidays. Every classified/non-certified twelve (12) month Employee shall be granted the same holidays provided in the adopted school calendar and including July fourth (4th).

Any holiday that falls on a Saturday shall be observed on the preceding Friday. Any holiday that falls on a Sunday will be observed on the following Monday.

Vacation days are those days that the Employee uses for vacation while receiving his/her regular daily pay.

### **B. Custodial/Maintenance/Central Office Summer Work Schedule**

During the summer, twelve (12) month employees shall work a seven (7) hour day, except for maintenance and head janitors who shall work a 7 ½ hour day, which shall include one ten-minute break every three consecutive hours and a one-half (½) hour duty-

free lunch period.

Any employee working beyond the summer schedule hours shall be compensated, in accordance with board policy and this Agreement, at the rate of one and one-half (1½) times the normal rate of pay.

### **C. Head Janitor**

The task of the head janitor shall include the coordination of janitorial work activities.

### **D. Food Service Employees**

Food Service Employees shall be scheduled to work a seven and one-half (7½) hour day, including a thirty (30) minute lunch period and a fifteen (15) minute break.

Food Service Technicians shall be scheduled to report on all regular school days during the school year not to exceed a total of one hundred eighty (180) actual report days. An emergency day shall count as a work day. They shall be paid for one hundred eighty (180) report days.

Additional Duties--Should kitchen facilities be used outside of the normal school days, a food service manager or a food service technician must be present. Work outside the normal work day/week/hours shall adhere to the provisions set forth in the overtime section of the Article.

An employee assigned duties of Substitute Cafeteria Manager shall be paid a daily stipend of \$10 and shall perform the following:

- Arrive at cafeteria manager's schedule time
- Unlock/lock school site
- Print receipts
- Pull food items for the day and document
- Check-in delivery if needed
- Oversee duties of cafeteria staff
- Put in POS numbers for breakfast and lunch
- Complete end-of-day duties
  - Close the line computers
  - Post operating day
    - Bank deposit
      - Reconcile collected money
      - Prepare deposit slip
    - Daily figures
      - Enter attendance
      - Review all numbers – NO VARIANCE ALLOWED
  - Print daily recap
- Make bank deposit

Additional Benefits--School lunch technicians shall receive free lunches whenever school lunch is served.

### **E. Clerical Employees/Courier**

Clerical Employees/Courier shall report on the following schedule:

School Secretary: 200 days

School Bookkeeper: 200 days

Courier: 200 days

An emergency day shall count as a work day. Clerical/Courier shall be paid for 200 days.

Clerical/Courier shall be scheduled to work a seven and one-half (7½) hour day, including a thirty (30) minute lunch period.

#### **F. Aides/Paraprofessionals**

Aides/Paraprofessionals shall be scheduled to report on all regular school days not to exceed one hundred eighty (180).

An emergency day shall be counted as a work day. They shall be paid for one hundred eighty (180) report days.

Aides shall be scheduled to work a seven and one half (7½) hour work day, including a thirty (30) minute lunch period.

If the Board mandates an aide to take a course/workshop as a condition of continued employment, the costs shall be covered by the Board.

#### **7-B.3 CALENDAR**

Each year prior to the adoption of the school calendar, a committee comprised of employees appointed by VAE (including a 12 month employee) and one supervisor appointed by the superintendent shall meet and submit a school calendar to the Board for approval. If a change in the school calendar becomes necessary, the above committee shall meet and present their findings to the Board.

Paid holidays are as follows:

July Fourth (4th), Labor Day and Good Friday.

#### **7-B.4 EQUIPMENT AND MATERIALS PROVIDED**

If any non-certified/classified Employee is required by the Board to wear a uniform, the Employer shall reimburse one hundred dollars (\$100) per year, in a separate check to each employee, and shall furnish them with any protective clothing, or any protective device as a condition of employment under the following conditions:

1. The Employee must sign for and be responsible for the article(s) issued to him/her.
2. The Employee must reimburse the Employer for lost articles and/or for articles damaged through negligence or misuse.
3. To obtain replacement, the damaged or worn-out set must be turned in; if all or any part thereof is not turned in, Employees must pay for replacement cost.

#### **7-B.5 UNSAFE OR HAZARDOUS WORKING CONDITIONS**

Should an employee feel that an unsafe or hazardous situation exists, he/she shall notify the immediate supervisor/principal for the purpose of prompt investigation. Employees shall not be required to perform tasks under unsafe or hazardous conditions which may endanger their health or safety unless in order to preserve, protect, or establish the security and safety for students.

#### **7-B.6 RESTROOM AND LOUNGES**

When mutual determination is made that a separate staff lunch area, lounge/workroom is available, it shall be utilized as such.

#### **7-B.7 ASSISTANCE FOR CONTROL AND DISCIPLINE OF STUDENTS**

Principals/supervisors, teachers and the Board shall support and assist Classified/Non-Certified Employees with respect to the maintenance of control and discipline of students. Principals/supervisors and teachers shall take reasonable steps to seek alternatives for disruptive students who repeatedly violate rules and regulations. Bargaining Unit Members may use reasonable methods to protect themselves or another student from attack, abuse or injury.

1. When a physical assault/battery occurs, the employee, while acting within the scope of his/her duties, has the right to defend himself/herself and/or obtain assistance.
2. The principal, upon notification of assault/battery/threat, shall immediately call parents, the superintendent or his designee, and if appropriate, the police.
3. The principal/designee shall immediately suspend indefinitely (pending an expulsion hearing) and shall recommend expelling a student who physically assaults/batters/threatens a staff member.

4. Any student who commits assault or battery on a bargaining unit member shall not return to the campus where the bargaining unit member works.

#### **7-B.8 REIMBURSEMENT FOR PERSONAL PROPERTY**

The Board shall provide reimbursement to Bargaining Unit Members who suffer, while in the performance of their duties, personal property loss or damage due to theft (including automobile battery) and vandalism (including smashed windshields and slashed tires), after review and approval of the Board. Excluded from this provision is currency and automobile damage which has not made the automobile inoperable. Necessary guidelines and limitation shall be established by the Board and disseminated. Only uninsured loss is eligible for reimbursement. Further, to be eligible under this provision, the Employee must exercise reasonable care.

#### **7-B.9 DISPENSING OF MEDICINE**

Classified/Non-Certified Employees shall not be required to administer medication to pupils.

#### **7-B.10 EMPLOYEE SUPERVISION AND RESPONSIBILITY FOR BUILDING**

In the absence of the building administrator(s), an Employee may voluntarily accept temporary responsibility for school operations.

#### **7-B.11 STAFF MEETINGS - NUMBER REQUIRED**

The Association and the Board recognize the need for having a limited number of staff meetings outside of normal work hours.

a. Work location/district meeting if scheduled, shall not exceed four (4) per fiscal year, except in emergency situations. When requested, teacher aides shall attend faculty or department meetings with teachers. Such meetings shall be held after the normal workday and shall not exceed one (1) hour in duration, unless approved by the majority of the staff.

b. Attendance at the meetings provided for in the preceding paragraph is part of each Employee's expected work duties. The Board may schedule a meeting for similar or other purposes, but an Employee's attendance at such meeting shall be voluntary.

#### **7-B.12 REQUISITION POLICY**

Each Employee shall be given the opportunity to submit requisition for materials and supplies within budget limitations as needed during the year. The Employee shall be informed if the requisitioned materials cannot be made available.

#### **7-B.13 TELEPHONE FACILITIES**

School phones are available to conduct necessary school business. School phones may be utilized for personal business so long as such calls do not interfere with school business. Employees are responsible for any charges for personal calls.

#### **7-B.14 PHYSICAL FACILITIES**

The Board shall continue to provide the following physical facilities for each Employee, where applicable, within fiscal limitations.

1. A separate desk with locks.
2. A file cabinet with locks.
3. Suitable closet space to store coats, overshoes, and personal articles.

#### **7-B.15 EMPLOYEES AS SUBSTITUTES**

Except in emergency cases, employees shall not be required to substitute for another employee who is absent from his/her work assignments.

An emergency is an urgent, sudden and serious event or an unforeseen change in circumstances that necessitates immediate action to remedy harm or avert imminent danger to life, health or property.

#### **7-B.16 TRANSPORTATION OF STUDENTS**

Employees shall not be required to transport students in their personal vehicles. In emergency cases or if the Employee elects to transport the student, the Board shall reimburse the Employee mileage, and the Board acknowledges that the Employee is thereby acting as its agent for the purpose of determination of any liability.

## **ARTICLE 8**

### **EMERGENCY SCHOOL CLOSING**

#### **8.1 NOTIFICATION PROCEDURE**

When an emergency situation dictates a school closing, notification of the closing will be released for broadcast over appropriate local media sources by 6:00 AM when possible.

#### **8.2 SCHOOL CLOSING-LEAVE DAYS**

When the schools and school offices are officially closed by the Superintendent, no leave days previously arranged by an Employee will be deducted for such emergency days.

#### **8.3 INCLEMENT WEATHER-REPORTING FOR WORK**

Nothing in this article shall require any Employee to report to work in cases where inclement weather or other acts of God would present an immediate safety hazard to the Employee.

#### **8.4 BOMB THREAT-PROCEDURE**

In cases where there has been a threat requiring evacuation of a school, Employees shall assist in evacuating students in an orderly manner. No Employee shall be required to search for an explosive device.

## **ARTICLE 9**

### **IN-SERVICE TRAINING**

#### **9.1 PLANNING COMMITTEE**

In-service training for personnel shall be planned by an in-service committee composed of no more than six (6) members.

The President of the VAE shall select three (3) members of the bargaining unit to serve on such committee. The committee shall be responsible for the organization of the in-service, content of training, and dates of the in-service. This committee shall make written recommendations to the Superintendent.

#### **9.2 DAYS PROVIDED**

At least one (1) in-service training day shall be conducted for all Employees annually.

#### **9.3 BASIS OF PLANNING**

Planning of in-service programs shall be based on the expressed needs of the employees as identified by the in-service committee through assessment surveys which shall be developed by the planning committee and distributed to all parish employees.

## **ARTICLE 10**

### **LEAVES FOR ILLNESS**

#### **10.1 LEAVES FOR ILLNESS AND EMERGENCY**

All twelve (12) month employees shall be entitled to and shall be allowed a minimum of thirteen (13) days leave of absence, as sick leave or emergency leave, per year without loss of pay. Employees shall be allowed to accumulate any such unused sick leave to an unlimited number of days.

All eleven (11) month employees shall be entitled to and shall be allowed a minimum of twelve (12) days leave of absence, as sick leave or emergency leave, per year without loss of pay. Employees shall be allowed to accumulate any such unused sick leave to an unlimited number of days.

All ten (10) month employees shall be entitled to and shall be allowed a minimum of eleven (11) days leave of absence, as sick leave or emergency leave, per year without loss of pay. Employees shall be allowed to accumulate any such unused sick leave to an unlimited number of days.

All nine (9) month employees shall be entitled to and shall be allowed a minimum of ten (10) days leave of absence as sick leave or emergency leave per year without loss of pay. Employees shall be allowed to accumulate any such unused sick leave to an unlimited number of days.

Application for sick leave of more than five and one-half (5 ½) consecutive days must be accompanied by a certificate of a practicing physician.

Upon retirement the employee shall be paid for unused leave not to exceed twenty-five (25) days and all accumulated leave shall be added in accordance with the retirement system policies to grant the retiree additional years or days of service.

In the case of an extended period of illness or disability in excess of six (6) weeks, the Superintendent may require a current physician's certification to confirm the Employees inability to work. He may also require the Employee to submit to an examination by a physician designated by the Board to confirm that a medical disability continues to exist.

An employee is entitled to pay for personal illness only and cannot be paid for the time loss due to illness of someone else or for any reason other than personal illness, except that an application may be made for emergency leave for:

1. Funerals.
2. Taking a member of the household to the doctor or hospital where the matter cannot be delayed and necessitates Employee's presence.
3. A member of the household is seriously ill and dependent on the Employee to be present or where the serious illness necessitates calling the family together.
4. Accident keeping the Employee from reporting to work.
5. Circumstances of such as to be beyond human control (i.e. fire, flood, acts of God).
6. Marriage of bargaining unit members - a maximum of two (2) days leave shall be granted for marriage of a bargaining unit member.
7. An adoptive parent shall be granted a leave upon receiving a child.

The employee will list on each Employee's paycheck stub the total accumulated paid leave for each Employee at the beginning of each school year and monthly, thereafter.

## **10.2 PERSONAL, PROFESSIONAL, AND PUBLIC SERVICE LEAVE**

### **A. Personal Leave**

Members of the Bargaining Unit with days available in their current or accrued sick leave account shall be eligible to use up to four (4) work days per school year for personal reasons, with twenty-four (24) hours prior notice. Employees may not accumulate those unused days in any succeeding year.

### **B. Professional Leave/College Registration or Graduation**

Any employee who wishes to be absent from his/her regularly assigned duties for professional purposes shall make such written request through his/her principal/supervisor to the Superintendent at least twenty-four (24) hours in advance. If so approved, such absence shall be without loss of pay, or leave. If requested, verification of such professional activity shall be provided. One day per semester will be granted for college registration; one day of leave will be granted for college graduation.

### **C. Public Service Leave**

Any member of the Bargaining Unit who is elected to public office will upon proper application, be granted a one (1) year leave of absence without pay for the purpose of accepting the position. Such leave shall be renewed from year to year during the life of this contract upon written request.

## **10.3 ACCIDENT OR INJURY LEAVE**

Any employee who suffers an injury incurred while on duty shall report the injury immediately to his/her immediate supervisor/principal, in accordance with Louisiana Revised Statutes 23:1224. All medical and compensation checks if it is determined that the accident qualifies as a compensable injury shall be paid in accordance with La. law. In cases where disability from injury continues for six (6) weeks or longer after the date of the accident, compensation for the first week (waiting week) shall be paid.

The employee's compensation rate shall in no instance exceed the statutory benefit limits provided by the La. Workers Compensation Law.

The Board will maintain the Employee's insurance coverage contingent upon payroll deductions for such coverage. Injured employees will return to duty as soon as they are able to assume their duties.

## **10.4 ADDITIONAL PAID LEAVES**

### **A. Annual Leave twelve (12) month employees**

1. Annual leave shall be granted to all twelve (12) month full time employees. Twelve (12) month employees will accumulate annual leave as follows:

- a. Less than three (3) years of continuous service, at the rate of one (1) day per month for a total of twelve days.
- b. Three (3) years but less than ten (10) years of continuous service at a rate of one and one-fourth (1¼) days per month for a total of fifteen (15) days.
- c. Ten (10) or more years of continuous service at a rate of one and one-half (1½) days per month for a total of eighteen (18) days.

Nine (9) month employees upon being hired as a twelve (12) month employee, and having been in the system, will receive credit for their years of service in computing their annual leave.

2. Employees may accumulate up to 40 days annual leave but will only be allowed to use eighteen (18) consecutive days, unless approved by the Superintendent. Employees exceeding their annual leave will automatically be deducted at full pay. All annual leave must be applied for and approved by the Superintendent/immediate Supervisor/Principal.

### **B. Bereavement Leave**

Bargaining Unit Members shall be granted a leave of three (3) workdays within ten (10) days following a death in the immediate family. This ten (10) day period during which leave is granted may be extended due to extenuating circumstances. The immediate family shall be interpreted to mean: parents, legal step parents, brother, sister, spouse, children or legal stepchildren, mother-in-law, father-in-law, spouse's siblings, grandparents, great-grandparents, spouse's grandparent, grandchild, legal guardian/dependent. If requested, verification of the death shall be provided.

### **C. Jury Duty and Other Related Appearances**

Any employee absent by reason of serving on a jury shall notify his/her principal/supervisor immediately upon receiving notice of the required absence. Should the employee be excused from the jury prior to the reporting to jury duty, he/she is obligated to report to work.

The Employee shall receive full pay and benefits for the period of the required absences.

An employee absent by subpoena to serve as a witness in court proceedings, including depositions shall report such to his/her principal/supervisor stating the exact period of the absences, and whether or not he/she has any personal or financial interest in the legal proceedings. If it is determined that the Employee has a personal/financial interest, the absences shall be charged to current sick and/or emergency leave. If it is determined that the Employee has no personal/financial interests, the absences shall be officially excused.

### **D. National Guard/Fire Rescue Unit**

Any Employee who is a member of a branch of the Armed Forces Reserve, the National Guard, or a special, certified fire/rescue unit shall not be charged sick leave or deduction from their salary by the Employer during any period when the affected Employee is called for emergency duty or training periods. If the National Guard is federalized, the employee shall be compensated in accordance with state and federal law.

### **E. Assault Leave**

Any Employee who is injured and disabled while acting in his/her official capacity as a result of assault by any student or person shall receive sick leave without reduction in pay and/ or benefits and without reduction in accrued sick leave days while incapacitated as a result of such assault and battery. However, such Employee shall be required to present a certificate from a physician certifying such injury and incapacitation and comply with all other provisions of La. Revised Statute 17:1201 or 17:1206. 1, whichever is applicable.

### **F. Pandemic Leave**

Employees will be granted five (5) pandemic days for cases involving Covid-19 or any other emergency health crisis deemed as such by the World Health Organization (WHO). Proof of a positive test will be submitted to the Personnel Department of the VPSB. Pandemic days may be used in multiple cases. For the 2022-2023 school year, pandemic days will be retroactive to July 1, 2022.



## **G. Sabbatical Leave (Certified)**

Members of the teaching staff shall be eligible for sabbatical leave for the purpose of parish and state approved sick leave or leave for medical purposes (length of time determined by the state sick leave law) or professional or cultural improvement, for the two semester(s) as outlined in the La Revised Statutes 17:1171 through 17:1187 immediately following any twelve or more consecutive semesters of active service in the Parish, or for the one semester immediately following any six or more consecutive semesters of service. At no time during the school year shall the number of persons on sabbatical leave exceed five (5) percent of the total number of teachers employed in the parish; in cases of sick leave, this limit of five (5) percent may be exceeded.

### **1. Eligibility**

a. Active service accumulated towards sabbatical leave shall not be deemed to be interrupted by any of the following:

- 1) Absence on sick leave.
- 2) Absence on maternity leave provided that such leave be for the period of disability occasioned by pregnancy or childbirth.
- 3) Absence on involuntary military service or military leave.

b. Applicants shall not have received a sabbatical leave during the six (6) school semesters immediately preceding application.

### **2. Application**

a. Application for leave under this section shall be submitted on the appropriate Board form and sent by registered mail to the Superintendent at least sixty (60) days preceding the beginning of the semester of the school year for which the sabbatical leave has been requested, except that, where a teacher has become sick during a semester and requests sabbatical leave for the purpose of recuperating from such sickness, it shall be sufficient if the application is mailed (30) days before the date upon which the requested leave is to continue.

b. The Superintendent shall inform the teacher of the approval or denial of such leave at least thirty (30) days preceding the beginning of the semester of the school year for which the leave is requested, except that where a teacher has become sick during a semester and has requested sabbatical leave for the purpose of recuperating from such illness, the Superintendent shall inform the teacher of the approval or denial of such leave as soon as possible.

c. The application shall be accompanied by a plan for the utilization of such leave and such other information as shall be required by the Superintendent.

d. Preference shall be given to the applicant with greatest seniority in system.

### **3. Other Provisions**

All provisions of La revised Statutes 17:1171 through 17:1187 shall be adhered to:

a. Any person granted sabbatical leave or leave for medical purposes in accordance with the procedures set forth by La Revised Statute 17:118, shall be paid 65% of his/her salary during the approved leave time.

b. The Employee on sabbatical leave shall continue to receive the same fringe benefits as received while in active service, contingent upon the same payroll deductions.

c. An Employee on sabbatical leave shall be paid in accordance with the regular employee pay schedule.

d. Service on sabbatical leave shall count as active service for the purpose of retirement, and contributions to the retirement fund shall be continued.

e. A teacher on sabbatical leave may accept other employment, but the Board may determine whether these duties are interfering with the purpose for which the leave is granted and if so the leave may be canceled.

### **4. General Provisions**

a. Each recipient shall agree to return to service in the school parish upon termination of the sabbatical leave and to continue in such service for a period equivalent to the sabbatical leave used.

Should a person taking a sabbatical leave fail to return to service in the parish, as stated above, or to return for any reason other than incapacitating illness, as certified by two (2) physicians, that person shall forfeit all compensation received during the leave period.

No person upon the expiration of his sabbatical, who immediately begins employment with a state-operated educational agency,

city, or parish school board, department, school, college or university, instead of returning to the school system which granted such leave, shall be required to forfeit that portion of compensation paid to him by the state while he/she was on such leave. However, such person shall be required to reimburse the school system which granted leave.

Any person who fails to comply with the procedures cited above may have his/her leave terminated by the Superintendent at any time, except where non-compliance is due to conditions which would have constituted sufficient grounds for failing to perform his/her duties had he/she been in active service.

b. The recipient of sabbatical leave shall advance on the salary schedule as if regularly employed and shall be reassigned to his/her former position upon return from leave.

c. The contractual continued service status of an Employee shall not be affected because of absence while on a sabbatical leave as provided herein.

## **10.5 NON-PAID LEAVES OF ABSENCE**

### **A. Procedures and Duration**

The Board may grant leaves of absence, without pay, for periods not exceeding one (1) year, to Employees who request such leave in writing, whenever in the discretion of the Board, such leave is in the best interests of the public school system.

Seniority shall not accumulate during non-paid leave, however, any tenure rights shall not be affected.

Except in the case of maternity, paternity or child rearing leave; Employees who have not yet completed a probationary period of three (3) years will not be considered for a non-paid leave.

An employee returning from a non-paid leave of absence shall be returned to his/her former position or its equivalent. An employee returning from a non-paid leave of absence shall be returned to his/her former salary level.

### **B. Military Leave**

The Board shall grant non-paid leaves of absence to an Employee serving in the military service or in the armed forces for a period dating from induction, enlistment, enrollment, or call to service. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the G.I. Bill may have their leave extended for a period of one (1) year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subject to proof of registration in an approved program or institution.

### **C. Associations Statewide Office**

Upon annual written request, the Board shall grant a leave of absence, without pay, to any regularly employed unit member who is an officer of a statewide professional education organization. The granting of such leave shall not affect any tenure rights which may have been previously acquired.

### **D. Maternity/Paternity/Child-Rearing Leave**

#### **1. Conditions and Procedures for Leaves**

a. The Employer shall grant a maternity leave of absence without pay to any Employee who submits a written request for such leave. The Employer may grant a paternity/child-rearing leave to any Employee who submits a written request for such leave.

b. The effective date of this leave shall be established by the Employee.

#### **2. Length of Leave**

This leave shall not be for more than two (2) complete semesters.

#### **3. Conditions and Benefits Retained Upon Reinstatement**

a. All accumulated benefits and rights of employment previously gained shall be retained upon return.

b. The Bargaining Unit Member may terminate the leave in the event of death of said child and provided that he/she is physically able to perform his/her teaching/work responsibilities.

### **E. Continuation of Insurance**

An Employee may elect to continue any or all Board insurance coverages by submitting to the Central Office on a pre-paid monthly

basis the full employee and employer share of the premium for such selected coverages.

## **ARTICLE 11**

### **SICK BANK**

#### **11.1 PURPOSE OF SICK BANK**

The Board and the Association recognize the need for an available pool of leave days. Eligible Employees having experienced personal illness or injuries may draw sick leave from the Sick Leave Bank as follows:

##### **A. Eligibility**

To be eligible for participation in the Sick Leave Bank, an Employee must voluntarily contribute one (1) days accrued sick leave to the bank annually during the month of September. All new hires must voluntarily contribute within the first thirty (30) days of hire.

##### **B. Maintenance**

Should the total number of days in the bank fall below 300 days, each participating member will contribute one (1) more day. All days donated are irretrievable. Unused days remaining at the end of the year will accumulate for the following year. Should the number of days in the bank go beyond two thousand (2,000) days, members will not be required to make further contributions until the level of days in the bank is depleted to three hundred (300).

#### **11.2 APPLICATION**

Upon depletion of accrued sick and personal leave days, an eligible Employee may make application to the Sick Leave Committee for withdrawal of days, so long as there are days remaining in the bank during any fiscal year. Quarterly reports on the status of the Sick Leave Bank shall be submitted to the Board and Association.

#### **11.3 PROCEDURE FOR USE OF SICK BANK**

Any Participating Employee currently employed in the parish shall be entitled to draw from the bank, provided the following four (4) conditions are met:

- a. The Employee has used all his/her personal accumulated sick days and personal days and vacation days.
- b. Application to the Sick Leave Committee shall be in writing and accompanied by a physicians statement describing the illness or injury and anticipated date of return to work.
- c. The Employee has been absent more than five (5) consecutive days in connection with the same illness. The bank committee shall make a determination of the disbursement of remaining days left in the bank.
- d. The Sick Leave Bank Committee will review all applications for withdrawal of days. The decision of the committee will be formal and binding and not subject to the grievance procedure.
- e. Employees on leave of absence other than sick leave are not eligible to participate in the Sick Leave Bank.

#### **11.4 GOVERNING COMMITTEE**

A committee will be established to act as the governing body for die administration of the Sick Leave Bank. The Sick Leave Bank Committee shall consist of two (2) members appointed by the Board and two (2) members appointed by the Association. 'Me committee shall choose a chairperson. Should the Sick Leave Bank be disbanded for any reason, the Sick Leave Bank Committee shall make a determination of the disbursement of remaining days left in the Bank.

## **ARTICLE 12**

### **EMPLOYER EVALUATION**

#### **12.1 EVALUATION COMMITTEE**

A committee on Personnel Evaluation, consisting of four (4) Bargaining Unit Members appointed by the Association and four (4) representatives appointed by the Superintendent, shall be established. The committee must represent the general racial and/or ethnic make-up of the school community. The purpose of the committee will be to annually review and offer recommendations for revision, if necessary, of the Vermilion Personnel Evaluation Plan.

\*\*For additional information regarding evaluations, please refer to negotiated VPSB Bulletin 130

## ARTICLE 13

### JOINT SCHOOL-COMMUNITY COUNCIL

#### 13.1 PHILOSOPHY

The Board and the Association recognize that the school district encompasses several committees of diverse composition. It is further recognized that such diversity may present problems in human relations. Such problems frequently are most obvious in their adverse affect upon the educational program of the school district. The Board and the Association therefore recommend that an individual School-Community Council or Parent-Teacher Association, or similar parent organization, be formed at each school.

## ARTICLE 14

### CURRICULUM AND INSTRUCTION

#### 14.1 PHILOSOPHY

The parish's educational program shall ensure each student an equal opportunity to develop his/her educational capacities to his/her maximum. Decisions in the parish shall address this philosophy. It is recognized by the parties that the Board is responsible under state law and State Department regulations for setting the standards of service in the curriculum and the instruction provided students. It is the responsibility of teachers to address the needs of all students.

#### 14.2 PRINTSHOP

The Board and the Association recognize the importance of adequate Employee reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall establish, maintain, and provide for the continued improvement of a professional instructions materials center for Employees. The center shall be opened from 7:45 a.m. to 4:00 p.m.

#### 14.3 MINORITY AND WOMEN'S GROUPS COURSE

All students should be encouraged to enroll in a course of study that includes the roles and contributions of minority and women's groups to the historical, scientific, and social development of the United States.

#### 14.4 INDIVIDUALIZED INSTRUCTION

Each teacher shall teach the skills and competencies found in state curriculum guides and help each student obtain an education to the limits of his/her capacities. Planning by teacher shall reflect the use of the state curriculum guides if provided.

#### 14.5 EMPLOYEE COUNCIL ON INSTRUCTION AND CURRICULUM

There shall be a Central Curriculum Committee of the Vermilion Parish School Board.

A. Curriculum is deemed to include any program of study which is carried on by the parish.

B. The responsibilities of the committee shall include:

1. To assist in curriculum development and/or improvement;
2. To listen to and review programs now in operation and, the planning of other programs;
3. To identify problems relating to curriculum development;
4. To encourage studies and research;
5. To provide suggestions for consultant services;
6. To make recommendations based upon the results and research;
7. To make recommendations on the adoption of textbooks, library books, and other instructional materials;
8. To provide opportunities for curriculum communications to Employees;
9. To serve as a representative group for preliminary screening of curriculum projects or proposals of individuals or employee groups, and to seek general employee support for accepted proposals or projects;
10. To assist in coordinating the curriculum; and
11. To review and make recommendations on changes in the curriculum.

C. The President of the VAE Association shall appoint three (3) members of the unit who meet criteria established by the Board to serve as teacher representatives on the Central Curriculum Committee. These members shall be voting members on the Boards Curriculum Committee.

#### **14.6 RELEASE TIME FOR PARTICIPATION**

Any Employee selected to serve on committees formed by the Board/Superintendent shall be afforded release time if said committee meetings are at the time of regular duties.

### **ARTICLE 15**

#### **SELECTION AND ADOPTION OF TEXTBOOKS, LIBRARY BOOKS AND OTHER INSTRUCTIONAL MATERIALS**

##### **15.1 PHILOSOPHY**

The Board and VAE recognize that Teachers of a given grade level, subject or department are knowledgeable and should be involved in the selection of appropriate textbooks, library materials, media resources and other instructional materials for their subject and/or grade level.

##### **15.2 MATERIALS - SELECTION REFLECTS SOCIETY**

The Board and VAE recognize that textbooks, library books and other instructional materials in subject areas at grade level should be selected which show the cultural diversity and pluralistic nature of American society and reflect recent authoritative scholarship on the history and contributions of various racial, ethnic, feminine and religious groups.

##### **15.3 MATERIALS - CURRENT**

Because of the rapid accumulation of knowledge in today's society, the Board and Association will strive to have textbook; library books and other instructional materials that are current.

### **ARTICLE 16**

#### **ACADEMIC FREEDOM**

##### **16.1 PHILOSOPHY**

Both the Employer and the Association recognize the importance of seeking to inspire students to develop respect for true individual freedom, social responsibility, the democratic tradition and an appreciation of individual personalities. Both will work to guarantee teachers' academic freedom to assure that the base curriculum will be taught.

##### **16.2 FREEDOM OF EXPRESSION**

Teachers are encouraged to expand concepts through the use of supplementary materials and innovative approaches to instruction and may include such in their daily lesson plans.

##### **16.3 GUARANTEE - EMPLOYEES**

Teachers will be provided with the opportunity to interpret and use writings of others and educational research with intellectual honesty and in an objective manner, being cognizant of the intellectual maturity of students in instructional presentations.

### **ARTICLE 17**

#### **STUDENT TEACHING PROGRAM ASSISTANCE**

##### **17.1 SUPERVISING TEACHER - REQUIREMENTS**

Assignment of student teachers is to be made by the principal in cooperation with the college supervisor and with the approval of the supervising teacher. In all such assignments, the supervising teacher retains responsibility for his/her class.

##### **17.2 SUPERVISING TEACHER - COOPERATION WITH COLLEGE OR UNIVERSITY**

A supervising teacher shall work directly with the college or university program coordinator.

##### **17.3 BOARD INFORMATION**

The Board agrees to provide student teachers with a copy of the most recent texts, guides, and building policies, if available and if appropriate.

#### **17.4 SUPERVISING TEACHER - REMUNERATION**

Remuneration for supervising a student teacher, if available, is the responsibility of the college or university.

#### **17.5 STUDENT TEACHERS - AS SUBSTITUTES**

University guidelines will be followed concerning student teachers as substitutes.

### **ARTICLE 18**

#### **PUPIL DISCIPLINE**

##### **18.1 DEFINITION**

Student discipline, as used herein, shall mean the expectation and enforcement of a reasonable standard of orderly student behavior to permit effectuation of the educational program.

##### **18.2 BOARD SUPPORT AND ASSISTANCE**

The Board recognizes its responsibility to give all reasonable support and assistance to Employees with respect to the maintenance of control and discipline in the classroom. Both the Board and the Association recognize that it is the teacher's primary responsibility to maintain discipline and a climate conducive to effective instruction in the classroom through classroom management. The Board recognizes also that the teacher's authority in his/her classroom is undermined when pupils discover that he/she has little or no administrative backing in discipline; therefore, teachers shall receive the full support of the principal and central administration in actions taken by them pertaining to discipline, provided they act in accordance with Board policy and Louisiana State Law.

##### **18.3 PROCEDURES FOR SUSPENSION AND EXPULSION**

Procedures for suspension and expulsion of pupils from school shall be distributed to students, Employees and parents each year.

##### **18.4 DISCIPLINE PROCEDURES**

Although the Board and the Association recognize that the teacher has the responsibility for the maintenance of discipline within his/her classroom, the Board also recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom.

A. Sending a student to the office shall be the last resort towards achieving effective discipline in the classroom. An Employee may immediately send a student to the office when seriousness of the offense, the persistence of an inappropriate behavior, or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable or the student is an immediate threat to himself/herself, the employee or other students. The student shall be removed in accordance to La. R.S. 17:416 A(1)(c)(iii)(aa-gg).

B. Each referral of a student to the office for inappropriate behavior shall be accompanied by an explanation in writing, including a description of all prior corrective action taken by the teacher.

C. The building principal or his/her designee shall take appropriate action to solve the discipline problem.

D. If the disobedience or misconduct continues or the conditions for readmittance are not met, the student shall be referred to the principal for further processing.

##### **18.5 SPECIAL NEEDS - PROCEDURE**

The Board shall continue to implement a program of identifying cases of students with chronic personality or psychological problems which endangers the success of the educational programs, and of attempting correction of such problems to the full extent of available resources and competence.

##### **18.6 BEHAVIORAL PROBLEMS - RESOLUTION**

When a teacher has one or more students in a classroom who have been identified as having a behavioral problem, and when such students behavior disrupts the learning environment, appropriate recognition shall be given by conferencing with the parties.

## **ARTICLE 19**

### **DISCIPLINE OR DISMISSAL**

#### **19.1 JUST CAUSE DISCIPLINE**

No Bargaining Unit Member shall be disciplined except for just cause. Discipline may include discharge, demotion, suspension, written reprimand or oral reprimand. If a member of the Bargaining Unit is discharged, demoted, suspended or given a written reprimand, such person shall be given written reason(s) for such action. All relevant evidence shall be preserved. Just cause is the right to due process.

#### **19.2 JUST CAUSE & DISMISSAL PROCEDURE**

No Bargaining Unit Member shall be dismissed/discharged, demoted, suspended without pay without first being afforded a due process hearing.

#### **19.3 SUSPENSION**

An Employee may be suspended with pay, fringe benefits and all other benefits provided by the contract, pending the investigation and determination of any disciplinary action.

#### **19.4 REPRESENTATION AT DISCIPLINE MEETINGS**

In the event an administrator/supervisor requires an Employee to attend a meeting for the purpose of disciplining, said Employee, upon request, may have an Association representative present. When possible, an outside representative is preferred but not required.

#### **19.5 ASSOCIATION PARTICIPATION, EMPLOYEE SUSPENSION, DISCHARGE/DISMISSAL**

No Bargaining Unit Member shall have his/her employment adversely affected without providing the Employee an opportunity to confer with and be represented by the Association.

## **ARTICLE 20**

### **MAINTENANCE OF STANDARDS**

Any previously adopted written policy, written practice, written rule or regulation existent which relates to wages, hours, terms or conditions of employment which is not superseded by this Agreement is preserved.

## **ARTICLE 21**

### **SUB-CONTRACTING**

#### **21.1 PRIOR AGREEMENT OF ASSOCIATION**

During the term of the Agreement, if the Employer considers contracting out or subcontracting any work with the express intent to affect a Bargaining Unit Member's job, the Association will have an opportunity to discuss the matter before final action is taken.

#### **21.2 SUBSTITUTES (Classified/Non-Certified)**

The Employer shall provide substitutes as required by the absence of a regular Bargaining Unit Member whenever fiscally able.

## **ARTICLE 22**

### **SENIORITY/CERTIFIED & CLASSIFIED NON-CERTIFIED**

#### **22.1 DEFINITION**

System seniority is defined as an Employees length of continuous service with the Board, beginning with the first day on which duties are performed. Seniority shall not accumulate during non-paid leaves; however, all previous seniority shall be maintained. Seniority will accumulate during a paid leave.

For the purpose of defining seniority, an Employee's continuous service record shall be broken only by voluntary resignation, retirement, or discharge for cause.

A paid holiday shall be counted as the first working day in applicable situations.

Bargaining Unit Members shall accrue seniority on pro rata basis. Employees working fifty (50) percent of a day shall accrue

seniority at the rate of one half (½) year for each full year of continuous uninterrupted part-time service.

## **22.2 SENIORITY LISTS**

The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted in all work locations of the district within sixty (60) workdays after the date of ratification with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

In the event that more or one individual has the same first day of work, the relative place of such persons on the seniority list will be determined by the date affixed and time on the employment application.

## **22.3 JOB CLASSIFICATIONS**

For the purpose of this Article, all Bargaining Unit Members shall be placed in one of the job classifications as listed in Article 1.

## **22.4 APPLICABLE STATUTES AND REGULATIONS**

State and Federal statutes and regulations shall be observed where applicable for specially funded programs. Except where prohibited by law or regulation, all Bargaining Unit Members shall receive seniority rights as provided in this Agreement.

# **ARTICLE 23**

## **LAYOFF AND RECALL FOR EMPLOYEES/POLICY GBNA**

It shall be the policy of the Vermilion Parish School Board to maintain a fair and balanced educational program consistent with the functions and responsibilities of public schools. When faced with circumstances which may necessitate a reduction of personnel greater than can be accomplished through attrition and appropriate reassignment, a reduction of personnel action may be employed. All feasible alternatives to the layoffs of employees shall be considered prior to the implementation of the provisions stated herein. The determination for the need to implement reduction of personnel procedures and all decisions effecting such action shall be made by the Superintendent.

Except as otherwise provided herein, any existing procedure for reconsidering or examining an employee discharge, non-reappointment, or grievance shall not be considered in implementing a reduction of personnel action. Similarly, no personnel action other than a reduction of personnel may be considered under this policy.

Employees on Board approved leaves of absence shall be treated in the same manner as other regularly employed personnel insofar as application of this policy.

## **TEACHERS AND ADMINISTRATORS**

Reduction in force for Teachers (any employee of the Vermilion Parish School Board whose legal employment requires a teaching certificate) and all Administrators of the system will be made on a system-wide basis within each targeted subject area or area of certification.

### **Criteria for Reduction**

The criteria for reduction should provide that the primary consideration shall be maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the School Board. After determining that the laying off of Teachers and Administrators is necessary, the following Primary and Secondary criteria shall be observed:

1. Primary Criteria:
  - A. Effectiveness (Effectiveness will be determined by the cumulative effectiveness rating for the current and preceding schools years, not to exceed three years combined, of the teacher/administrator as determined by the performance evaluation program promulgated in La. R.S. 17:3881 through 3905. RIF shall be instituted by dismissing the least effective teacher within each targeted subject area or area of certification first, and then proceeding by effectiveness rating until the reduction in force has been accomplished.)
  - B. Performance and/or Demand
2. Secondary Criteria:



- A. Certification (Teachers not holding a Louisiana certificate will be terminated first.)
- B. Tenure (Any teacher having achieved and maintained tenure at the time RIF is instituted shall be given preference relative to those who remain in a probationary status.)
- C. Seniority (Those teachers having the least number of years of teaching experience in Vermilion Parish will be terminated first.)

#### ALL OTHER EMPLOYEES

Reduction of school employees, including bus drivers, who are **not** evaluated pursuant to La. Rev. Stat. Ann. §§17:3881 through 3905, shall be based upon the following criteria:

1. Performance and effectiveness as determined by the Board's personnel evaluation plan.
2. Certification or academic preparation, if applicable.

In the event that one or more school bus operators must be removed due to the abolition, discontinuance, or consolidation of routes, after a determination of the School Board, the principle of seniority shall apply, so that the last school bus operator hired within the school system shall be the first to be removed.

#### NOTICE TO INDIVIDUAL EMPLOYEE

When a reduction of personnel action is instituted, written notice of termination shall be given by the Superintendent or his/her designee by certified mail, return receipt requested, to the employee to be terminated. The notice shall include a statement of the general conditions requiring a reduction of personnel. The employee's address, as it appears on the School Board's record, shall be deemed to be the correct address. It shall be the employee's responsibility to see that the School Board has his/her current address on file.

#### REVIEW OF INDIVIDUAL TERMINATIONS

Within ten (10) days after receiving a notice of termination, an employee may request, in writing, a review of the action taken and shall receive notice of the results of the review in a timely manner, but no later than ten (10) days after the notice to review is received. The employee shall have the right to pursue a reduction action through the Board's grievance procedures.

#### RECALL OR OTHER EMPLOYMENT

Within two years a certified and qualified individual, whose employment has been terminated, will be first to be re-employed as a job becomes available. It is understood that the individual has to be in good standing with the system in order to be reemployed. If several former teachers are suited for a position that is available, the Superintendent shall select the one based upon the Primary and Secondary Criteria used in the implementation of the RIF. Any and all provisions of this policy shall yield to existing State law, when held to be in conflict with said law or laws.

The offer of re-employment shall be made by certified mail, return receipt requested, sent to the last address provided by the employee, and the employee shall be notified that, if he/she wishes to accept, he/she must do so in writing within seven (7) calendar days. Failure to accept within seven (7) calendar days or rejection of the position eliminates all re-employment rights of the employee.

An employee who is recalled pursuant to this provision after being laid off shall have restored to him/her all of the sick leave and unused personal leave, if applicable, he/she had accrued on the effective date of the layoff.

#### SEVERABILITY OF PROVISIONS

If any provision of this policy or the application thereof is held invalid, such invalidity shall not affect other provisions of this policy which can be implemented without the invalid provisions and, to this end, the provisions of this policy are hereby declared severable.

Any and all provisions of this policy shall yield to existing state law, whether statutory or not, when held to be in conflict with said law or laws.

## **ARTICLE 24**

### **PERSONNEL FILE**

#### **24.1 CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS IN FILE**

A personnel file shall be maintained for each employee in the Central Administration Office.

All documents (other than routine record keeping) must contain the Employee's signature before being placed in the Employee's personnel file. The Employee must be given a copy of the document.

Anonymous letters shall not be included in any Employee's personnel file.

All grievance documentation shall be maintained separately in the personnel file.

#### **24.2 RIGHT TO RESPOND TO MATERIALS IN FILE**

Employees may submit appropriate material to be included in the Central Administration files and may also prepare and attach a written response to any material contained in the file within fifteen (15) days of receipt. A copy of all responses shall be provided to the immediate supervisor. Under extenuating circumstances, this time line may be extended by mutual agreement.

#### **24.3 RIGHT TO EXAMINE FILE**

Upon reasonable notice, Employees shall have the right to examine his/her personnel file and to have a representative of the Association accompany said Employee. Each file shall record the date and persons who have reviewed it.

#### **24.4 RIGHT TO REPRODUCE MATERIALS IN FILE**

Upon request, the Employer will provide to the Employee, without charge, one (1) copy of any materials in his/her personnel file. Employees shall be permitted to reproduce at reasonable and customary expense additional copies of materials in the Central Administration files.

#### **24.5 RIGHT TO GRIEVE MATERIALS IN FILE**

The accuracy of file materials may be challenged through the grievance procedure.

## **ARTICLE 25-A**

### **VACANCIES, PROMOTIONS, AND TRANSFERS FOR CERTIFICATED EMPLOYEES**

#### **25A.1 DEFINITION AND IDENTIFICATION OF VACANCIES AND TRANSFERS**

a. A vacancy shall be defined for the purpose of this Article as a position within the Bargaining Unit presently unfilled, including newly created positions.

b. Transfers shall be defined for the purpose of this Article as either a voluntary or involuntary move from one work location to another.

#### **25A.2 PROCEDURES FOR TRANSFER**

a. The Personnel Office will identify, no later than March 15 of each year, positions where teachers are not certified, positions that have been temporarily filled during the period when transfers are not permitted, and newly created positions.

b. No later than MAY 1, the Superintendent or his designee shall post all known vacancies and/or new teaching positions both in the official school board journal and on the official Vermilion Parish website. . Each vacancy will be posted for a minimum eight (8) calendar days before each vacancy is filled on a permanent basis. A notice of these vacancies shall be posted in each school, central office, the Official Journal, and the official Vermilion Parish website. A copy of such posting shall be forwarded to the VAE.

c. Permanent employees shall be guaranteed an interview for any vacancy for which they are qualified.

d. All positions opened after July 20 shall be for one year only.

c. When a vacancy occurs after the beginning of the school year, it shall be filled on a temporary basis only for the remainder of the school year. All such positions filled on a temporary basis only for the remainder of the school year will be opened for transfer in the job fair held in April/May for transfers before the positions are filled with new hires.

f. The VAE President and the Grievance Chair shall be provided with a complete list of all vacancies that have occurred and filled

temporarily during the school year as well as any and all positions that are vacant by March 30.

g. All pending requests for transfers shall be acted on prior to the assignment of new hires.

h. Bargaining Unit Members shall be allowed to transfer to newly created positions occurring during the school year on a permanent basis.

### 25A.3 VOLUNTARY TRANSFERS

Article 25.A. 3 is hereby repealed, provided however, that should seniority hereafter become a factor effecting transfers, for any reason, then, in that event, Article 25.A.3 shall be automatically reenacted without the necessity of further action by the parties.

### 25A.4 INVOLUNTARY TRANSFERS

1. Involuntary transfers may be affected only for reasonable and just cause, such as economic hardship, as part of a necessary reduction in force, when new buildings open, when a facility closes, when there is a decline in student enrollment, or to staff program.

Involuntary transfer of personnel from a particular site that is overstaffed to staff a program, grade level or content area at another site shall proceed based upon (in the following order) considerations of area of need, highly qualified/certified status and seniority, at the site.

2. No regular teacher shall be surplusd from a school so long as a temporary teacher is teaching in the regular teacher's area of certification or area for which the regular teacher is deemed highly qualified.

3. An Employee on sabbatical leave shall be notified if he/she is subject to transfer or if his/her position is subject to being abolished. Such notification shall be by certified mail, return receipt requested.

4. Where the entire student body of a school building department is moved en masse to another school building, Employees whose jobs are affected by such move may be transferred to such other school building in accordance with procedures established in this Article.

5. Teachers involuntarily transferred because of decreased enrollment shall have priority over other applicants should a similar vacancy occur at his/her former school within one (1) year of the involuntary transfers.

#### 6. Reassignment Process for Displaced Personnel

1. A. Displacement of personnel from a particular site shall proceed based upon (in the following order) considerations of area of need, highly qualified/certified status and seniority, at the site.

B. Displaced personnel will be given a choice of job assignments when more than one assignment is available. Displaced personnel must accept job assignments in their area of classification (classified/non-certified employees) if only one job assignment is available, regardless of the job location. Coaching positions are not eligible for involuntary transfers.(Involuntary transfer)

C. If a displaced person refuses a job assignment in his/her area of classification (classified/non-certified employees) or for which he/she is deemed highly qualified and certified (certified employees), that person will be placed at the end of the seniority list for reassignment. This may result in being placed in a position for which he/she is not deemed highly qualified or on an out-of field certificate (certified employees).

2. A. If a displaced employee has no job opening in their area of classification (classified/non-certified employees) or for which he/she is deemed highly qualified and certified (certified employees), then and only then, will this employee be allowed to transfer and "bump" another employee who has the least seniority parish-wide, regardless of the job location, if qualified (Involuntary transfer).

*Rationale: If anyone must be placed in a position for which they are not deemed highly qualified and certified (certified employees) because of a lack of job vacancies in a specific area of certification, it stands to reason that the person "bumped" should be the employee with the least seniority or the last person hired in the parish in that area.*

B. If employees remain displaced because of restructuring, those employees who are out of their area of classification (classified/non-certified employees) or employees who are not deemed highly qualified and certified (certified employees) **will be contacted by the personnel department** and given first priority to accept a position in their job classification as job vacancies become available within the next two (2) years. If the employee accepts the position, then he/she will be considered an involuntary transfer and may take advantage of the right to a voluntary transfer back to a position in their job classification or for which he/she is deemed highly qualified and certified (see Part C below). If the employee declines the position for any reason, that employee

forfeits this two (2) year obligation and then will follow Part C.

C. Any displaced employee who was involuntarily transferred may voluntarily transfer, within one year of their involuntary transfer, into a position in their job classification or for which he or she is deemed highly qualified and certified. Placement for voluntary transfers will occur as follows:

1. Displaced employees who are out of their field or classification (by seniority).
2. Displaced employees who are in their field or classification (by seniority)
3. All other eligible employees (by seniority)

**The employee in this part is responsible for keeping up with the job vacancies.**

#### **25A.5 DEFINITION AND IDENTIFICATION OF PROMOTION”**

Promotion as defined for the purposes of this Article shall mean advancement to a supervisory or administrative non-bargaining unit position and which provides a higher salary level than the position previously occupied by the applicant.

All openings in promotional positions shall be posted in the same manner as described in 25A.2. When filling promotional positions, preference will be given to current school district employees when all other considerations and qualifications are equal.

Selection of personnel for promotional positions shall be on the basis of seniority, qualifications, experience, certification, educational attainment, competence, and in accordance with state and federal guidelines.

#### **25A.6 REALLOCATION OF UNIT MEMBERS**

None of the foregoing shall prohibit the reallocation of Bargaining Unit Members within their areas of certification/qualification to implement a plan to provide a racially (and/or sexually) balanced staff in each building.

#### **25A.7 STIPULATION FOR TEACHER/COACH RETENTION**

Employees who are designated Teacher/Coach must perform the duties of both Teacher and Coach in accordance with VPSB policy. Any such employee who has not performed coaching duties during the 2007-2008 school year may elect, no later than September 1, 2008, to be assigned and perform teaching duties only. Any other Teacher/Coach who no longer wishes to perform assigned coaching duties shall be required to resign his/her position.

### **ARTICLE 25-B**

#### **VACANCIES, PROMOTIONS, AND TRANSFERS FOR CLASSIFIED/NON-CERTIFIED EMPLOYEES**

##### **25B.1 DEFINITION OF VACANCIES**

Permanent Vacancy is any vacancy in the Bargaining Unit resulting from leaves of absence, termination, retirement, newly created position, reinstated position or a present position not filled. Permanent vacancies that the Board intends to fill shall be immediately posted and filled in accordance with the procedure described in this Article. All teaching positions opened after July 20 shall be for one year only.

Temporary Vacancy is any vacancy in the Bargaining Unit resulting from any medical leaves and other approved leaves. Temporary vacancies shall be posted and temporarily awarded in accordance with the contract. When an Employee returns to work, he/she shall be returned to his/her former position.

Employees working temporarily will revert to their former position.

##### **25B.2 POSTING OF VACANCIES**

All vacancies shall be posted in each work location of the Parish and the Official Journal and on-line. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay

5. Hours to be worked

6. Classification

7. Minimum requirements

Each vacancy must be posted for a minimum of eight (8) calendar days before each vacancy is filled.

### **25B.3 NOTIFICATION OF APPLICANTS**

The principal/supervisor shall make a recommendation concerning acceptance or rejection of the applicants within eight (8) calendar days of the interviews. The applicants shall be notified in writing by the personnel department of the results of the interviews.

### **25B.4 DEFINITION OF PROMOTION**

Promotions as defined in this Article shall mean placement to a position of higher grade providing a higher salary level than the position previously occupied by the applicant.

### **25B.5 DEFINITION OF TRANSFERS**

Transfers shall be defined as either a voluntary or involuntary change in a work location, and/or a transfer from one classification to another.

### **25B.6 INVOLUNTARY REASSIGNED**

Any classified/non-certified Bargaining Unit Member involuntarily reassigned to a lower paying position, not resulting from disciplinary action, shall have his/her current base salary maintained.

### **25B.7 INVOLUNTARY TRANSFER**

1. Involuntary transfers may be affected only for reasonable and just cause, such as, economic hardship, as part of a necessary reduction in force, when new buildings open, when a facility is closed, when there is a decline in student enrollment, or to a staff program.

2. Each member of the Unit involuntarily transferred because of the aforementioned shall have priority over voluntary applicants, should a similar vacancy occur in his/her former job classification within (1) year of the involuntary transfer.

3. When involuntary transfers are necessary because of the aforementioned, lists of available positions elsewhere in the district shall be made available to all personnel being reassigned. In filling such positions, preference shall be given to qualified displaced Employees over new hires.

4. An involuntary transfer will be made only in cases of emergency or to prevent undue disruption of the educational program or for just cause. When an involuntary transfer is initiated by the Board, the affected Employee shall be granted an interview with representation if so requested. The Employee shall be notified immediately, in writing of the reasons for the transfer.

### **25B.8 PARAPROFESSIONALS WHO MUST PROVIDE PHYSICAL ASSISTANCE**

I. In the spring, all paraprofessionals who work at a location that will be receiving students who require physical assistance **may** choose to take the Functional Physical Assessment:

A. If the paraprofessional passes, then he/she stays in his/her current position.

B. If the paraprofessional fails the Functional Physical Assessment, he/she will be displaced and involuntarily transferred.

1. He/she may select a position from any of the current open positions which he/she is qualified by a panel comprised of a VAE representative, SPED representative, and the principal or designee before these positions are open to transfers.

2. IF no positions are available, the paraprofessional will "bump" the last hired paraprofessional who is in a position which he/she is qualified by a panel comprised of a VAE representative, SPED representative, and the principal or designee regardless of the location.

3. Once the paraprofessional is involuntarily transferred y (1) or (2) in the aforementioned, he/she shall have priority over voluntary transfers should a similar vacancy occur within (1) year of the involuntary transfer.

4. If the paraprofessional elects to take such a position as stated in (3) above within that year, it will be considered a voluntary

transfer, and he/she will have to remain in that position for at least two years.

If the paraprofessional is deemed unable to perform physical assistance by the RN and is not able to be reassigned to another paraprofessional position at that location, then the paraprofessional **may** choose to take the Functional Physical Assessment:

A. If the paraprofessional passes, then he/she stays in his/her current position.

B. If the paraprofessional fails or chooses not to take the Functional Physical Assessment, he/she will be displaced and involuntarily transferred.

1. He/she may select a position from any of the current open positions for which he/she is qualified by a panel comprised of a VAE representative, SPED representative, and the principal or designee before these positions are open to transfers.

2. If no positions are available, then the paraprofessional will “bump” the last hired paraprofessional who is in a position which he/she is qualified by a panel comprised of a VAE representative, SPED representative, and the principal or designee regardless of the location.

3. Once the paraprofessional is involuntarily transferred by (1) or (2) in the aforementioned, he/she shall have priority over voluntary transfers should a similar vacancy occur within (1) year of the involuntary transfer.

4. If the paraprofessional elects to take such a position as stated in (3) above within that year, it will be considered a voluntary transfer, and he/she will have to remain in that position for at least two years.

III. If the paraprofessional refuses or claims he/she is unable to perform physical assistance for any reason and has not been deemed unable to perform the physical assistance by the RN, then the paraprofessional **must** take the Functional Physical Assessment:

A. If the paraprofessional passes, then he/she stays in his/her current position.

B. If the paraprofessional fails, and is not able to be reassigned to another paraprofessional position at that location, then he/she will be displaced and involuntarily transferred.

1. He/she may select a position from any of the current open positions which they are qualified by a panel comprised of a VAE representative, SPED representative, and the principal or designee before these positions are open to transfers.

2. IF no positions are available, then the paraprofessional will “bump” the last hired paraprofessional who is in a position which he/she is qualified by a panel comprised of a VAE representative, SPED representative, and the principal or designee regardless of the location.

3. Once the paraprofessional is involuntarily transferred by (1) or (2) in the aforementioned, he/she shall have priority over voluntary transfers should a similar vacancy occur within (1) year of the involuntary transfer.

4. If the paraprofessional elects to take such a position as stated in (3) above within that year, it will be considered a voluntary transfer, and he/she will have to remain in that position for at least two years.

C. If the paraprofessional refuses to take the Functional Physical Assessment, then the paraprofessional will be terminated.

## **25B.9 TEMPORARY CHANGE IN DUTIES**

Any Bargaining Unit Member who temporarily assumes the duties of another Bargaining Unit member will be paid the regular rate for those duties. A Bargaining Unit Member's pay rate shall not be reduced as the result of any temporary change in duties.

## **ARTICLE 26**

### **CHILD CARE**

#### **26.1 CHILD CARE COMMITTEE**

The Employer, recognizing the needs of working parents, agrees to the establishment of a Child Care Committee consisting of three (3) Bargaining Unit Members selected by the Association and three (3) management representatives. A chairperson shall be selected by the Committee. The purpose of the Committee shall be to research the feasibility of establishing a child care facility for employees of Vermilion Parish Public Schools. Provisions will be made to allow Committee members to perform their functions partially during working hours without loss of pay.

## ARTICLE 27

### COMPENSATION AND RELATED PROVISIONS

#### 27.1 LIFE INSURANCE

The Board shall provide term life insurance for each Employee in the amount of \$15,000.

#### 27.2 COMPENSATION AND RELATED PROVISIONS

Mandatory physical examinations, and/or finger printing for any bargaining unit members shall be paid by the Board.

#### 27.3 PERSONAL PROPERTY LOSS

The Board shall provide reimbursement to Bargaining Unit Members who suffer, while in the performance of their duties, personal property loss or damage due to the theft (including automobile battery) and vandalism (including smashed wind-shields and slashed tires), after review and approval of the Board. Excluded from this provision is currency and automobile damage which has not made the automobile inoperable. Necessary guidelines and limitations shall be established by the Board and disseminated. Only uninsured loss is eligible for reimbursement. Further, to be eligible under this provision, the Employee must exercise reasonable care.

#### 27.4 RETIREMENT FUND CONTRIBUTIONS

The Board shall continue to pay the Employer's portion of each Employee's contribution to the retirement system for all Employees actively being paid and eligible for such.

#### 27.5 RETIREMENT FUND PLACEMENT

Should an Employee be placed into the wrong retirement plan through administrative error of the Board or its employees, the Board shall assume all cost involved in the appropriate placement of the employee as well as any direct monetary loss the Employee may have incurred as a result of said error.

#### 27.6 HEALTH INSURANCE

The Insurance Committee shall meet quarterly to receive reports and assess the performance of the health insurance program.

#### 27.7 HEALTH INSURANCE FUND

The Board shall not transfer any money out of the health insurance fund without first providing 30 day written notice to VAE.

#### 27.8 CAFETERIA PLAN

The Board shall provide the opportunity for Employees to voluntarily participate in a cafeteria plan in accordance with Section 125 of the Internal Revenue Code.

#### 27.9 SELECTION OF INSURANCE CARRIER(S)

a. The established insurance committee, consisting of the Board's insurance committee and three (3) members appointed by VAE, shall compile a list of acceptable providers for employee fringe benefits programs (i.e., hospital, life, etc.) and make recommendations to the Board.

b. NEA Benefits personnel shall have access to schools for employees' benefits offerings two weeks prior to regularly scheduled insurance companies.

#### 27.10 TWELVE-MONTH COVERAGE

The Board-provided insurance shall be for twelve (12) consecutive months for active Employees.

#### 27.11 NEW EMPLOYEE COVERAGE

A. Employees new to the parish will be covered by all Board-provided insurance thirty (30) days following the first day of the month subsequent to the date of hire.

1. New employees may choose to have health insurance covered from the first day of employment if it is paid in advance.

B. New teachers may elect to receive their annual pay in 12 or 13 installments for the first year.

## **27.12 MILEAGE**

Employees shall be paid mileage at the same rate paid by the State of Louisiana. This rate shall be determined by July 1<sup>st</sup> of each year and shall be applicable through June 30<sup>th</sup> of the following year.

Testing Coordinators who travel in this role to complete duties for state testing will not receive this reimbursement for travel as they are already receiving a stipend for the travel and work they must do as testing coordinators.

## **27.13 PAY DAYS**

Pay checks shall be delivered to Employees through electronic draft.

## **27.14 PAY DAYS SPECIFIED**

Pay days shall be as follows:

On the last banking day of the month.

## **27.15 EXPERIENCE CREDIT - MILITARY SERVICE**

Credit experience in the armed services of the United States will be allowed as credit elsewhere up to five (5) years for Bargaining Unit Members. A year of military service is defined to include not less than nine (9) months of any twelve (12) month period. The dates of induction and separation from active duty will determine the period of service.

## **27.16 EMPLOYER ZONING OPTIONS**

Employees shall have the option to bring their children to schools within their work zone. Itinerant teachers shall have the option of their domicile zone or the last school work site. Central office staff shall have the option of their domicile zone or any school location in the district as long as transportation is provided by the employee.

## **27.17 SALARY SCHEDULES**

Salary schedules for each bargaining unit job classification shall be agreed upon by the negotiations teams for both the board and VAE, and copies shall be posted on-line on the official school board website and at each school site. Such schedules shall be based on the calendars as negotiated by the Board and the VAE.

Should the legislature enact any increase to any Employee salary during the life of this agreement, the increase will be added to appropriate schedule(s) and posted as described above.

## **27.18 SUPPLEMENTAL JOBS-NEGOTIATED**

If during the term of the Agreement the Board shall create any additional supplemental jobs, involving Bargaining Unit Members, the rate of pay shall be determined by negotiations between the Board and VAE.

### **A. Supplemental Jobs - Added to Salary Schedule**

The supplemental pay schedule shall be as set forth in Appendix J which is attached to and incorporated into this agreement.

### **B. Supplemental Jobs - Payroll Procedures**

Supplemental pay shall be added to the Employees salary and paid in equal installments each pay period.

## **27.19 ATHLETIC EVENTS ADMITTANCE**

All bargaining unit members shall be admitted without charge to all athletic events within the parish with the exception of the Parish Basketball Tournament.

## **ARTICLE 28**

### **EFFECT OF AGREEMENT**

#### **28.1 COMPLETE UNDERSTANDING**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

The parties of this Agreement specifically agree that any policy, practice, rule, or regulation of the Board in existence on the effective date of this Agreement that is in conflict with any provision of this Agreement is superseded and replaced by the applicable



provision(s) of this agreement. During the life of this Agreement, the Board agrees not to adopt any policy, practice, rule, or regulation that conflicts with any provision of this Agreement.

**28.2 CONTRACTUAL AMENDMENT**

This Agreement shall constitute a binding obligation on both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in a written and signed amendment to this Agreement.

**28.3 SAVINGS CLAUSE**

If any provision of this Agreement shall be found at any time to be contrary to law by a court of competent jurisdiction, then such provision shall not be applicable, performed or enforced except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

**ARTICLE 29**

**DURATION**

**29.1 DURATION**

This agreement shall be effective as of October 1, 2022 and continued in full force and effect until the 30th day of September 2025 except Appendices C through K Salary Schedules and Supplemental schedules, shall be subject to negotiations annually between the Parties during the life of this Agreement. Such negotiations shall begin no later than March 1 of each fiscal year.

The parties acknowledge that during negotiation which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**FOR THE VERMILION ASSOCIATION OF EDUCATORS**

**BY**

**PRESIDENT/CHIEF NEGOTIATOR**

**FOR THE VERMILION PARISH SCHOOL BOARD**

**BY**

**PRESIDENT**

## Grievance Report Form

### Distribution of Form

- |                         |                |
|-------------------------|----------------|
| 1. Superintendent       | 3. Association |
| 2. Principal/Supervisor | 4. Grievant    |

### Submit to Principal/Supervisor in Duplicate

1. Name of Grievant: \_\_\_\_\_

2. Employee ID Number: \_\_\_\_\_

3. Position: \_\_\_\_\_

4. Date/Time Submitted: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ a.m./p.m.

5. Contract Provision/Allegedly Violated:

- Article \_\_\_\_\_

- Article \_\_\_\_\_

6. Date of Alleged Violation: \_\_\_\_\_

7. School/Department: \_\_\_\_\_

8. Name of Principal/Supervisor: \_\_\_\_\_

9. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10. Relief Sought:

- \_\_\_\_\_

- \_\_\_\_\_

11. Date of Informal Conference: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

12. Filing Date of Step 1: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

13. Filing Date of Step 2: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

14. Filing Date of Step 3: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature of Grievant: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**APPENDIX B**

**TEACHER/COACH POSITIONS**

<b>Teacher / Coach Allocations</b>			
<b>School</b>	<b>Allocated 2016</b>	<b>Allocated 2019</b>	<b>Allocated 2022</b>
AHS	10	10	10
EHS	9	9	9
EMS	4	4	4
FIEB	2	2	2
GHS	9	9	9
JHW	4	4	4
KHS	9	9	9
RRMS	3	3	3
NVHS	10	10	11
NVMS	4	4	4

**APPENDIX C**

**CLUB/ACTIVITY SPONSOR EXTRA COMPENSATION SCHEDULE**

**APPENDIX D**

**BARGAINING UNIT SALARY SCHEDULES**