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830587 5400 WORKERS
United Teachers of New Orleans

UTNO OPSB

Orleans Parish School Board



Teacher Bargaining Agreement
July 1, 2003 - June 30, 2006



AGREEMENT

between

ORLEANS PARISH SCHOOL BOARD

and

UNITED TEACHERS OF NEW ORLEANS

Teacher Bargaining Agreement

July 1, 2003

through

June 30, 2006

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ARTICLES OF AGREEMENT

THIS AGREEMENT is made and entered into on July 1, 2003 by and between the ORLEANS PARISH SCHOOL BOARD, hereinafter referred to as the "BOARD," and the UNITED TEACHERS OF NEW ORLEANS, hereinafter referred to as the "UNION."

ARTICLE 1 RECOGNITION

1:1 REPRESENTATION UNIT

For the purpose of negotiations of wages, hours and working conditions, but not inherent management policy, the BOARD recognizes the UNION as the sole and exclusive representative for all full-time teachers who are regularly certificated, temporarily certificated, those who hold an emergency permit or temporary employment permit as well as teachers designated **Temporary Authority to Teach**, including special education teachers, Speech, Hearing and Language Pathology Personnel, practical nursing instructors, visiting teachers, social workers, counselors, nurses, English as a second language teachers, physical and occupational therapists, distributive education and cooperative office education teachers, the certificated staff of the UTNO Health & Welfare Fund, federally and externally funded teachers, as well as the non-administrative professional employees of the Department of Support and Appraisal Services. All other current positions of the Orleans Parish Public Schools are excluded.

Definition: For the purpose of this AGREEMENT only, a full-time employee shall be defined as any employee in the unit defined above who works a minimum of fifty percent (50%) of the hours per week designated for their job classification.

Temporary Authority to Teach teachers hired to fill a Bargaining Unit vacancy may be replaced by a certificated/permit holding teacher at any time and shall not have recourse to Articles 7, 11, or 13 under such circumstances. The salaries of **Temporary Authority to Teach** teachers are printed in Appendix B.

- 1:2 If during the life of this AGREEMENT the BOARD should create a position similar to those employment classifications included in the Bargaining Unit described in 1:1, such positions shall be included in the Bargaining Unit.
- 1:3 In the event there is a position title change for any job classification in the Bargaining Unit change said positions shall remain part of the Bargaining Unit during the terms of this AGREEMENT.

ARTICLE 2 UNION MAJORITY RIGHTS

2:1 UTNO BUILDING REPRESENTATIVES

- 2:1.1 The UTNO Building Representative is recognized as the official representative of the UNION at each work location.

2:1.2 IN-SERVICE TRAINING

The BOARD and the UNION agree upon the needs of members of the Bargaining Unit to understand the provisions of the contract. To facilitate this understanding, each UNION Building Representative or alternate shall be permitted to attend one (1) day of UNION in-service training each semester without loss of pay or deduction from sick/emergency or personal leave, during school hours. Written requests seeking permission to attend such UNION in-service training shall be presented to the Employee Relations Office by the

UNION at least ten (10) work days in advance of such training date. The UNION shall endeavor to hold this in-service on any Friday following the thirtieth (30th) school day.

- 2:1.3 The UNION Building Representative in a secondary school shall not be assigned a homeroom, or homeroom duty. The UNION Building Representative in an elementary school shall not be assigned lunch duty or such duties as defined in 17:5.
(This provision does not apply to Support & Appraisal Employees.)

- 2:1.4 UTNO Building Representatives who hold Federally funded positions shall not perform UNION activities during instructional or instructional planning time.

- 2:1.5 **The UTNO Building Representative shall be a member of the School Improvement Committee and the School Plan Committee and any other school based committee required by NCLB.**

2:2 SUPERINTENDENT'S BULLETIN

- 2:2.1 The **Superintendent's** Bulletin and all position announcements in the Bulletin shall be available in the teacher's lounge. The BOARD shall make the **Superintendent's** Bulletin available to members of the unit assigned to non-public schools. Information concerning all position announcements in the Bulletin shall be available in the **Dept. of Human Resources and on the NOPS Web Site.**

2:3 COPIES OF THE AGREEMENT

- 2:3.1 Not later than two (2) days after ratification of the AGREEMENTS by the BOARD and the UNION, the UNION shall provide the BOARD with a typed

and proofed copy of the AGREEMENT. The BOARD and the UNION shall equally share the cost of printing the AGREEMENT. Sufficient copies of the AGREEMENT will be printed for the Bargaining Unit and the total Administrative Staff. The UNION shall distribute the printed AGREEMENT to all Bargaining Unit members and the BOARD shall distribute copies to members of the unit hired after the initial distribution. The BOARD shall maintain a printed copy of the AGREEMENT at each school and administrative office.

2:4 **ACCESS TO UNIT MEMBERS'
MAIL BOXES, BULLETIN BOARDS**

Official representatives of the UNION shall have the right to place UNION materials, newsletters and notices in the mailboxes of members of the unit, and to post official UNION notices and memoranda on a bulletin board provided by the BOARD. As a matter of courtesy, a copy of all material distributed shall be given to the building administrator and the Employee Relations Office no later than the time it is distributed.

2:4.1 The BOARD shall provide the UNION with one (1) bulletin board at each school in a place normally accessible to members of the unit. The Bulletin Board shall be of a size sufficient for the posting of normal sized notices and materials relating to the UNION. Such Bulletin Boards shall be reserved solely for UNION materials.

2:4.2 The BOARD shall provide Employees of the Support and Appraisal Department with one (1) Bulletin Board in a place accessible to members of the unit which shall be located on the First Floor level of the BOARD offices located at 3500 Gen. DeGaulle Drive. The Bulletin Board shall be of a size sufficient for the posting of normal sized

notices and materials relating to the UNION. Such Bulletin Board shall be reserved solely for UNION materials.

2:5 **SCHOOL VISITATIONS BY UTNO
REPRESENTATIVES**

Representatives of UTNO shall have the right to schedule meetings at schools prior to the start of the school day, after the close of the school day or during the duty-free lunch periods of members of the unit.

2:5.1 Request for space in which to hold such meetings shall be made by a designated UNION representative to the Principal twenty-four (24) or more hours prior to the scheduled time except if the UNION representative in writing declares that because of an emergency he is requesting the waiver of the twenty-four (24) hour notice. Providing such meeting shall in no way interfere with the administration of the school, and no previous general faculty meeting has been scheduled by the school or Central Administration, approval shall not be withheld.

2:5.2 If a representative of the UNION desires to visit a school for the purpose of conferring with a teacher(s) during the normal hours of school operation, such representative shall first report to the administrative office and sign the Visitors' Register. Such conference may take place in the faculty lounge but shall not interrupt a teacher's assignment.

2:6 **EXCLUSIVITY**

2:6.1 Except as changed by 2:7, the UNION shall be the only collective bargaining organization which seeks to represent teachers to have the following exclusive rights during the term of this AGREEMENT:

- (a) Utilize the intra-school bulk mail deliveries.
- (b) Have access to the individual mailboxes for notices and bulletins not delivered through the United States Postal Service.
- (c) Post official notices and memoranda on the school bulletin board.
- (d) Receive a copy of the School BOARD's Meeting agenda prior to public dissemination.
- (e) Request leaves for the purpose of serving a collective bargaining organization.
- (f) Represent teachers during grievances.
- (g) Make presentation at New Teachers orientation.

2:7 In the event of decertification proceedings, or if another organization establishes the right under BOARD policy, State or Federal Law to challenge the representation status of the UNION, paragraphs 2:6.1a through 2:6.1g are null and void for the thirty (30) day period prior to the date of such election.

2:8 **AGENDA, MINUTES OF BOARD MEETINGS**

- 2:8.1 A copy of the agenda shall be made available to the UNION on the work day prior to any public BOARD meeting.
- 2:8.2 The UNION shall have the right to speak at any public BOARD meeting on any issue which is scheduled for BOARD action prior to such action.
- 2:8.3 The UNION shall be provided with a copy of the official minutes of each BOARD meeting the day following action of the BOARD approving the minutes.

2:9 **TEACHER LISTS, ETC.**

2:9.1 On the last work day of each month, the BOARD shall provide the UNION with a Bargaining Unit membership report on **CD-ROM, E-Mail**, computer tape or 3 1/2 diskette, at the UNION's discretion, and two (2) computer printouts (one alphabetical, one by work location) of members of the unit. The report shall contain the following information for each member of the Bargaining Unit: name, address, home telephone number, last date of hire, job classification, grade and/or subjects currently teaching, areas of certification, social security number, and work location as well as identifying members of the unit for whom union dues are deducted and those members who participate in the school district's group hospitalization programs. The report shall also indicate the members of the Bargaining Unit who are on approved leave.

2:9.2 Upon request, the BOARD shall provide the UNION not more than two (2) times during the school year, a list of members of the Bargaining Unit by seniority within areas of certification. After the 30th school day of each year, upon request, the BOARD shall provide the UNION not more than two (2) times per year with a listing of all members of the unit assigned as a school nurse, practical nursing instructor, librarian, speech, language and hearing specialist, school social worker, instrumental music teacher, vocal music teacher, special education teacher, kindergarten teacher, counselor, T & I teacher and/or coach. The format for the list for each of the above employee categories shall be in alphabetical order by school/work location with the names of the Bargaining Unit members in each of the categories alphabetized. At the discretion of the UNION, this information shall be provided on either computer printout, 3 1/2 diskette, **E-mail or CD-ROM**.

2:9.3 On the last work day of each month, the BOARD shall provide the UNION with the information listed in 2:9.1 for each newly hired member of the unit and the name, social security number and work location of each member of the unit granted a leave and each member of the unit leaving the Bargaining Unit.

2:9.4 The UNION shall furnish the **Superintendent** or designee with a list of the current officers and Building Representatives of the UNION and shall notify the **Superintendent** or designee, in writing, of any changes in the list at the time of election or appointment of any new officers or Building Representatives.

2:10 **PAYROLL DEDUCTION OF DUES**

2:10.1 The BOARD, during the life of this AGREEMENT, will deduct from the pay of each employee covered by this AGREEMENT the UNION's annual membership dues 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. Authorizations by employees for deduction of the UNION's annual membership dues shall remain in force from year to year unless revoked by the employee in writing to the United Teachers of New Orleans during June of each fiscal year.

In the event the BOARD does not immediately begin deduction of UTNO dues, upon presentation by the UNION of a completed UTNO member registration form, the BOARD will deduct a sufficient amount of dues over the employee's remaining pay periods to cover an amount equal to the total collectible dues for the entire period membership was in effect, upon notification and authorization from affected member.

2:10.2 The BOARD, during the life of this AGREEMENT, will deduct from the pay of each employee covered by this AGREEMENT the UNION's annual political action contributions 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 by employees for deduction of the UNION's annual political action contributions shall remain in force from year to year unless revoked by the employee in writing to the United Teachers of New Orleans during June of each fiscal year.

2:10.3 Such deductions shall be in twenty (20) biweekly installments. The BOARD shall transmit to the UNION all such dues collected on a bi-weekly basis. The BOARD shall provide an alphabetical computer printout listing the employee's name, work location, social security number, amount deducted and total deductions for the year to date. The BOARD shall provide a separate listing of additions, deletions, and skips from the previous listing.

2:10.4 The UNION shall indemnify, defend and save the BOARD harmless against any and all claims, demands, suits, or other forms of liability that shall rise out of or by reason of action taken by the BOARD in reliance upon payroll deduction authorization cards submitted by the UNION to the BOARD or by an individual teacher to the BOARD.

2:10.5 There shall be no payroll deduction for dues on behalf of members of the Bargaining Unit to any teacher organization other than the UNION.

2:10.6 With the exception of information needed for negotiations, the UNION will reimburse the BOARD for the reasonable cost of new computer programming requested by the UNION.

2:10.7 The BOARD, during the life of the AGREEMENT, will deduct from the pay of each TAT and other Temporary teachers covered by this AGREEMENT and re-hired for the following school year, the UNION's annual membership dues 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. Authorizations by employees for deduction of the UNION's annual membership dues shall remain in force from year to year unless revoked by the employee in writing to the United Teachers of New Orleans during June of each fiscal year.

2:11 LEAVES FOR UNION SERVICE

2:11.1 Upon request of the UNION, the BOARD shall grant a leave of absence without pay to a member of the Bargaining Unit to extend through the end of the school year for the purpose of conducting UNION business. Such leaves shall be granted on a full or one-half (1/2) day basis upon request. No more than **seven (7)** members of the unit shall be placed on such leaves at any one time.

2:11.2 Any member of the unit who is elected or appointed consistent with the provisions in 2:11.1 to a full-time position with UTNO or its National Affiliate 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. Upon return from such leaves 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 to its equivalent.

2:11.3 Leaves for the purpose of serving a collective bargaining organization shall not be granted to any other organization than the UNION.

2:12 NEGOTIATIONS ON SCHOOL TIME

2:12.1 When negotiations are mutually scheduled during the school day, the Administration agrees that no more than ten (10) members of the UNION bargaining team selected by the UNION shall be released from their duties without loss of pay or benefits. Negotiations shall be scheduled during the school day only if negotiations are also carried out evenings and weekends. Substitutes for classroom teachers on the UNION Bargaining Team shall be provided in accordance with BOARD practice on substitutes.

2:13 INFORMATION, STATISTICS, ETC.

2:13.1 Upon reasonable request, the BOARD shall provide the UNION 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, internal administrative communications or any tentative budget materials.

2:14 SUPERINTENDENT MEETINGS

2:14.1 The **Superintendent** or his designee shall meet with representatives of the UNION, once per month, upon written request of the UNION at a mutually agreeable time to discuss matters of mutual concern. Such meetings shall not be utilized to resolve grievances. Agenda must be provided seven (7) days in advance.

2:15 UTNO BUILDING COMMITTEE

2:15.1 A UNION Building Committee should be selected during the first week of the school year at each

school by the UNION members. The Committee shall consist of not less than two (2) nor more than five (5) UNION members. The UNION Building Representative shall be a member of the Committee. In those schools which have both teachers and paraeducators assigned, the UNION Building Committee shall be composed of the teacher and paraeducator UNION Building Representatives and up to four (4) other UNION members.

- 2:15.2 The Principal of the school shall meet once per month with the UNION Building Committee at the request of either party outside of regular school hours and on a mutually agreeable date to discuss school operation. Such meetings shall not be used to resolve grievances. Agenda items shall be exchanged by the principal and Building Committee twenty-four hours in advance.
- 2:15.3 School faculty members and the UNION Building Committee may recommend the inclusion of specific items of professional concern for faculty meeting agenda. Faculty members shall have the right to speak on any agenda item.
(This provision does not apply to Support & Appraisal Employees.)
- 2:15.4 If a matter of school operation has not been satisfactorily resolved after having been discussed at the monthly meeting referred to in 2:15.2 and at a faculty meeting, the UNION Building Committee may request a meeting with the **Area Superintendent** and the principal. Should the matter not be resolved at the **Area Superintendent's** level, the UNION may discuss the matter in the monthly meeting with the **Superintendent**, referred to in 2:14.1.
- 2:16 **ADMINISTRATIVE NOTICES, BULLETINS, ETC.**

- 2:16.1 Two (2) copies of the **Superintendent** or **Area Superintendent** notices, bulletins, directives, or posting directed or distributed to Members of the Unit generally or to categories of members of the unit, such as librarians, nurses, counselors or all members of the unit in one school will be supplied to the President of the UNION.

2:17 **AGENCY FEE**

- 2:17.1 The following Agency Shop provisions shall become effective in the event either the Louisiana Legislature enacts legislation which allows Agency Shop agreements for public employees or upon the determination by the Supreme Court of the State of Louisiana that this Agency Shop provision is not in violation of existing Louisiana Law.
- 2:17.2 Membership in the UNION is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the UNION in keeping with the appropriate provisions of this AGREEMENT. Neither party shall coerce any employee with respect to membership.
- 2:17.3 Membership in the UNION is separate, apart, and distinct from the assumption of a financial obligation to the UNION for the services it provides. The UNION is required to fairly represent all of the employees in the negotiating unit in the enforcement of this Contract without regard as to whether or not they are members of the UNION. The terms of this AGREEMENT have been executed by the employer after it has satisfied itself that the UNION is the choice of the majority of the employees in the negotiating unit. Accordingly, it is fair that each employee in the negotiating unit pay his/her own way and assume his/her fair share for the benefits contained in this AGREEMENT.

**ARTICLE 4
POLICY AND PRACTICE**

- 2:17.4 In accordance with the policy set forth under Sections 2:17.1, 2:17.2, and 2:17.3 of this Article, all employees shall, as a condition of continued employment, pay to the UNION, the employees' exclusive negotiating representative, an amount of money equal to each employee's proportionate share of all lawful expenses which may be withheld as a service fee, including the UNION's cost for conducting negotiations and administering this negotiated AGREEMENT. In no event shall the amount paid by non-union members be equal to or exceed the amount paid by UNION members. Such payment shall be made on a bi-weekly basis and shall commence with the employees' first pay check. The BOARD shall deduct such amount from the salary of these employees and transmit it to the UNION through the regular payroll deduction procedures.
- 4:1 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.
- 4:2 Any previously adopted policy, written practice, written rule or regulation extant which relates to wages, hours or conditions of employment which is not superseded or replaced by this AGREEMENT is preserved.
- 4:3 The BOARD shall not during the life of this AGREEMENT establish any policy, written practice, written rules or regulation inconsistent with the terms of this AGREEMENT.
- 4:4 If the BOARD intends to establish a new educational policy, practice, rule or regulation which has an impact upon the terms and conditions of employment of the members of the unit, the BOARD shall negotiate over such impact with the UNION.
- 2:17.5 The UNION shall indemnify and hold the employee harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by reason of any action taken or not taken by the employer for the purpose of complying with any of the provisions of this Article.

**ARTICLE 5
NOTIFICATION OF
NEWLY HIRED TEACHERS**

- 5:1 The BOARD agrees to furnish each new and re-engaged employee within the negotiating unit, upon his/her hiring, a copy of the current UTNO/OPSB Teacher Agreement.
- 5:2 Upon request, the UNION shall be placed on the agenda for a twenty (20) minute presentation at the system-wide orientation conducted for newly hired members of the Bargaining Unit. UTNO shall

**ARTICLE 3
NON-DISCRIMINATION**

- 3:1 Neither the BOARD nor the UNION shall discriminate against any member of the unit on the basis of race, sex, creed, color, national origin, age, marital status, **sexual orientation**, **disability**, membership or non-membership in any employee organization nor for the lawful exercise of constitutional rights.

be the only teacher organization allowed to make a presentation at this meeting and to distribute literature.

ARTICLE 6 SAVINGS CLAUSE

- 6:1 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. In this event, the BOARD and UNION shall meet within a reasonable time, but in no event later than two (2) weeks, in a good faith effort to reach a decision as to the need for the type of substitute action.
- 6:2 In the event any provision of this AGREEMENT shall be found at any time to be contrary to law by a court of competent jurisdiction, all other provisions of the AGREEMENT shall continue in effect.
- 6:3 **Nothing in the school improvement section of ESEA, NCLB, shall be construed to alter or otherwise affect the rights, remedies and procedures afforded Bargaining Unit members under federal, state or local law, or under the terms of the Collective Bargaining AGREEMENT, memoranda of understanding, or other AGREEMENTS between the UNION and the BOARD.**

ARTICLE 7 GRIEVANCE PROCEDURE STATEMENT OF COOPERATION

- 7:1 The BOARD and the UNION are committed to cooperatively resolve problems. The BOARD and the UNION agree that they will use their best efforts to encourage the fair and prompt settle

ment of disagreements which may arise under the terms and conditions of this AGREEMENT.

7:2 DEFINITION

For the purpose of this AGREEMENT, a grievance is defined as a dispute between the BOARD and the UNION or any employee covered hereby with respect to the alleged violation of a specific provision of this AGREEMENT, provided that the term grievance shall not apply to: (a) any matter for which a method of review is prescribed by law; (b) any matter which according to law is either beyond the scope of the BOARD's authority or limited to unilateral action by the BOARD alone; (c) a complaint of a non-tenured employee which arises by reason of his/her not being re-employed; or (d) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.

7:3 Any member of the Bargaining Unit or the UNION shall have the right to have his/her grievance presented by the UNION as specified herein.

7:4 Only the employee directly affected by the alleged violation and/or the UTNO worksite Building Representative shall first take up the matter with his/her principal or supervisor in an attempt to resolve the matter informally at this level. The employee may not file a written grievance until after this informal conference.

7:5 STEP 1 — PRINCIPAL/SUPERVISOR

Any employee who believes he/she has a grievance shall set forth his/her grievance in writing within thirty (30) work days of the date of the occurrence of the events giving rise thereto or when the grievant should have reasonably been aware of the events giving rise thereto and present

or forward it signed to the principal/supervisor on an appropriate form **provided by the BOARD**, or computer generated form, specifying: (a) the events giving rise to the claimed violation, the dates on which such events occurred and the contract clause violated, (b) the results of previous discussions, (c) the date and time of presentation of the grievance, (d) the remedy sought. The principal/supervisor shall convene a conference within ten (10) work days at which the grievant may choose to include the Building Representative. The grievant shall be given at least two (2) work days' notice of the conference. Within four (4) work days following the conference, the principal /supervisor shall communicate his/her decision to the grievant(s) and the UNION in writing.

A "work day" for the purpose of this Article shall include any day from Monday through Friday of each week, except declared holidays and those days when the Administrative Center is scheduled to be closed.

7:6 **STEP 2 — AREA SUPERINTENDENT/
ASSOCIATE SUPERINTENDENT**

In the event the grievance is not sustained and/or the remedy sought in the grievance is not granted, the grievant(s) may appeal the grievance to the **Area Superintendent** not later than five (5) work days after receipt of the principal's written decision. The appeal to the **Area Superintendent** must be made in writing and signed by the grievant(s), restating the grievance and the remedy sought exactly as submitted to the principal, at Step 1. The **Area Superintendent** shall conduct a conference and shall render a decision no later than ten (10) work days after receipt of the grievance appeal. The **Area Superintendent**

shall communicate his/her decision in writing to the grievant(s), to the principal, and to the UNION. The grievant and his UNION representative shall be given at least two (2) work days' notice and may have a representative of his/her choice at the conference. In the event a grievant amends a grievance on an appeal to the second step, by alleging therein different events giving rise to the alleged violation of the AGREEMENT and/or alleging additional specific provisions of the AGREEMENT as having been violated, the grievance shall be remanded to the principal as a Step 1 grievance. The thirty (30) day time limit shall be waived.

7:7 **STEP 3 — SUPERINTENDENT**

In the event the grievance is not sustained and/or the remedy sought is not granted, the grievant(s) and the UNION may no later than five (5) work days after receipt of the **Area Superintendent's** written decision, elect to appeal the grievance in accordance with the procedure enumerated in Article 7:7.1 (arbitration path) or Article 7:7.2 (School BOARD Path).

7:7.1 The grievant(s) and the UNION may elect to appeal the grievance to the **Superintendent** or his designee in writing, restating the grievance and the relief sought exactly as submitted to the **Area Superintendent** in Step 2. All documents previously submitted in support of the grievance shall be submitted to the **Superintendent** with this appeal. The **Superintendent** or his/her designee shall conduct a conference and shall render a decision no later than fifteen (15) work days after receipt of the grievance. The grievant and his UNION representative shall be given at least two (2) work days' notice of the conference called by the **Superintendent** or his/her designee. The

grievant may have a representative of his/her choice at the conference. If the grievant(s) and the UNION elect to appeal the grievance under 7:7.1, the grievant(s) and the UNION shall preserve all rights to appeal the grievance to arbitration under Article 7:8, but shall not be entitled to request a full hearing by the **Superintendent** and recommendation to the School Board under the "Policies, Regulations and By-Laws" manual.

or

7:7.2 **(School BOARD Path)**

The grievant(s) and the UNION may elect to appeal the grievance to the **Superintendent** for a full hearing and recommendation to the School BOARD for final disposition of the grievance in accordance with policies and procedures adopted by the BOARD contained in the BOARD's "Policies Regulations and By-Laws" manual. If the grievant(s) and the UNION elect to appeal the grievance under this procedure, the appeal shall constitute a waiver of any right to file a Notice of Appeal to Arbitration under Article 7:8.

7:8 **STEP 4 — ARBITRATION**

In the event the grievance as presented in Step 3 under Article 7:7.1 is not sustained and/or the remedy sought is not granted, the grievance may be appealed to arbitration through the procedure hereinafter established. The grievant(s) and the UNION shall give to the BOARD their written and signed Notice of Appeal to Arbitration within ten (10) work days after the next meeting of UTNO's Executive Council subsequent to the grievant's receipt of the 3rd step answer. This Notice of Appeal shall state the events giving rise to the claimed violation, time(s) at which such event occurred, the contract clause(s) violated and the remedy sought, all as alleged in the grievance.

The UNION shall send to the BOARD a copy of the Notice of Appeal which the UNION sends to the American Arbitration Association. Not later than ten (10) working days after receiving the copy of the Notice of Appeal, the BOARD shall advance to the American Arbitration Association one-half (1/2) of the administrative fee established by AAA rules. In the event the UNION subsequently withdraws the Notice of Appeal without a Compromise Agreement, it shall reimburse the BOARD for the fees the BOARD has advanced to AAA for that appeal. The total cost of administrative fees shall be borne by the losing party.

7:8.1 Within thirty (30) work days after the BOARD's receipt of the Notice of Appeal to Arbitration, the BOARD will give its response thereto in writings stating whether or not it believes the grievance to be arbitrable. The response shall state the specific grounds and factual basis for its denial of arbitrability. In the event the BOARD fails to notify the UNION within this specified time line, the BOARD is precluded from raising the question of arbitrability at a later date. The BOARD shall be precluded from stating any grounds for its denial of arbitrability other than those stated in the initial denial of arbitrability. If the BOARD fails to respond within this specified time line, or if the BOARD responds but does not sustain the grievance and grant the remedy sought, the UNION shall transmit the Notice of Appeal to the American Arbitration Association in order to institute the arbitrator selection process as provided for in 7:8.5 of this AGREEMENT.

7:8.2 In the event the BOARD asserts that the dispute contained in the request for arbitration is not arbitrable, the question of arbitrability shall be determined by the arbitrator to whom the grievance is assigned.

7:8.3 If a final judgment of an arbitrator has determined that a request raises arbitrable issues, the arbitrator's decision shall specify in reasonable detail the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon those issues and the arbitrator shall have no authority or jurisdiction to consider issues other than those specified.

7:8.4 At any time, either the BOARD or the UNION may request a conference to discuss the issues of arbitrability and to seek to resolve the differences between the parties.

7:8.5 Upon receipt of the Notice of Arbitration submitted by the UNION, the American Arbitration Association shall furnish a panel of five (5) capable arbitrators. Each party shall have the right to reject one (1) panel so submitted. The UNION and the BOARD shall each alternately strike two (2) names from the agreed panel and the remaining individual shall be the arbitrator. Either party may contact the other to schedule a date and time to engage in the arbitrator selection process. The date to select the arbitrator shall be scheduled within ten (10) days of the date the party is contacted. If a party fails to engage in the selection process within the ten (10) days, the other party shall have the right to select the arbitrator. The fees and the expenses of the arbitrator shall be borne by the losing party. Requested transcripts of the proceedings shall be paid for by the requesting party.

7:8.6 Nothing in this AGREEMENT shall be considered to prohibit the BOARD and the UNION from mutually agreeing to select an arbitrator outside of the American Arbitration Association, or mutually agreeing to follow other rules and regulations for an individual arbitration.

7:8.7 Upon mutual agreement, the BOARD and the UNION may agree to submit a grievance to expedited arbitration by the American Arbitration Association under the rules for expedited arbitration promulgated by the American Arbitration Association.

7:8.8 The BOARD and the UNION acknowledge the importance of processing grievances and arbitrations as rapidly as possible, and agree that the number of days shown shall be regarded as a maximum, and every effort shall be made by the BOARD and the UNION to expedite the process. Any time limit specified may be extended by mutual agreement of the BOARD and the UNION.

7:8.9 In the consideration of the decision of any questions involving arbitrability, it is the specific agreement of the parties that:

(a) Except for memos of understanding signed and agreed upon by the parties, this AGREEMENT sets out expressly all the restrictions and obligations assumed by the respective parties hereto, and no implied restrictions or obligations are inherent in this AGREEMENT or were assumed by parties in entering into the AGREEMENT.

(b) In the consideration of whether a matter is subject to arbitration, a fundamental principle shall be that the BOARD retains all its rights to manage the school system, subject only to the express limitations set forth in this AGREEMENT; it is understood that the parties have not agreed to arbitrate demands which challenge action taken by the BOARD in the exercise of any such retained rights, except where such challenge is based upon a violation of any express limitation set forth in this AGREEMENT.

(c) No matter will be considered arbitrable unless it is found that the parties clearly agreed that the subject involved would be arbitrable in light of the principles of arbitrability set forth in this article and constitutes a grievance under the definition of a grievance set forth in 7:2, and no court or arbitrator shall, or may, proceed under any presumption that a request to arbitrate is arbitrable.

7:8.10 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 in the grievance 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.

7:8.11 The arbitrator shall issue his decision not later than thirty (30) work 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 shall set forth the arbitrator's opinion and conclusions on the issues submitted.

7:8.12 All witnesses subpoenaed for arbitration hearing shall be excused for attendance without loss of any pay or accumulated days.

7:9 MISCELLANEOUS

7:9.1 The UNION shall be the sole and exclusive employee organization designated to represent grievants in the Bargaining Unit during the term of this AGREEMENT.

7:9.2 If the UNION determines that a violation of the AGREEMENT affects identified classes or groups

of unit members, the UNION or one or more unit members so affected may grieve on behalf of all other unit members similarly affected, provided the names of such other unit members shall be listed in the grievance by the Step 3 appeal level. This type of grievance shall be filed at Step 2. If the identified classes or groups of unit members are from the same building/department, this type of grievance shall be filed at Step 1.

Failure to file or to appeal a grievance within the specified time limits shall constitute a waiver and settlement of the grievance.

Failure of a BOARD representative to give his/her written answer within the time limits provided at any step of the grievance procedure will automatically advance the grievance to the next step of the grievance procedure, provided there shall be no waiver of the written notification requirements of Step 4.

It is understood and agreed that nothing herein contained shall prevent the BOARD, the UNION or the grievant from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.

Neither the BOARD nor the UNION shall subject any grievant or employees appearing on behalf of or in opposition to such a grievant to reprisals for participation in the grievance procedure. Should state law permit the grievant's papers shall not be filed in the employee's file.

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.

7:9.8 A request for arbitration can be honored only if the grievant or grievants and the UNION waive the right, if any, in writing of said grievant or grievants and the UNION to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

7:9.9 The UNION may tape record any 3rd Step hearing held pursuant to 7:7.1 to be used solely for any permissible purpose at any arbitration held on the grievance, under the following conditions: (a) the UNION gives to the **Superintendent's** designee written notice at least two (2) days in advance of the hearing that the UNION intends to tape record the hearing, (b) the UNION tape records the 3rd Step hearing in its entirety; and, (c) within two (2) work days following the hearing, the UNION furnishes to the **Superintendent's** designee a complete and exact reproduction of that hearing tape (or tapes).

7:9.10 The BOARD and the UNION agree to comply with any rules and regulations published by the American Arbitration Association which govern the deadlines within which arbitrators and hearing dates are to be selected.

ARTICLE 8 DISCIPLINE

8:1 Both the BOARD and the UNION recognize that it is the teacher's primary responsibility to maintain discipline and a climate conducive to excellent instruction in the classroom through effective teaching and leadership techniques. Teachers shall receive the full support of the principal at the central administration in actions taken by the principal pertaining to discipline, provided they act in accordance with the provisions of Article 8, per

nent BOARD Discipline Policy and Louisiana State Law (including but not limited to R.S. 17:416).

In order to provide the widest possible understanding of the school district's adopted discipline policy, copies of said policy, shall be distributed annually to teachers, students, and administrators as well as parents of those pupils new to the Orleans Parish Schools.

8:1.1 Additional copies shall be made available upon request.

8:2 Prior to students reporting each year, the principal will distribute the student discipline policy to all staff members in preparation for student orientation.

8:2.1 Within the first two (2) weeks of the school year, the principal will designate a time during which teachers will distribute, discuss and explain Project Respect Booklets. Students will receive Project Respect Booklets at the start of each school year.

8:3 Sending a student to the office shall be the last resort towards achieving effective discipline in the classroom. A teacher shall have the right to immediately send a student to the office when the seriousness of the offense, (as per 8:3.6 and 8:3.7), the persistence of the misbehavior, or the disruptive effect of the misbehavior makes the continued presence of the student in the classroom intolerable on this day or during this class period.

Each referral of a student disciplinary problem to the office shall be accompanied by an explanation for the referral on a fully completed Discipline Referral Form (See Appendix E). In cases of emergency, the teacher may personally bring the student to the office but shall forward the Discipline Referral Form within an hour. The principal or

his/her administrative designee shall meet upon request with the teacher to discuss the referral. OFFICIAL REQUEST FOR CONFERENCE FORMS may be sent to parents upon obtaining the approval and signature of the principal. (See Appendix E)

(This Provision does not apply to Support and Appraisal Employees.)

8:3.1 When a student is sent to the office by an elementary teacher, the student shall not be returned to that class within forty-five (45) minutes unless:

1. The teacher requests that the student be returned;
2. The principal has effectively resolved the problem and conferred with the teacher.

When a student is sent to the office by a secondary teacher, the student shall not be returned to the class within the same period unless:

1. The teacher requests that the student be returned;
2. The principal or his/her designee is unable to reasonably accommodate the number of students referred to the office.
3. The principal has effectively resolved the problem and conferred with the teacher.

(This provision does not apply to Support and Appraisal Employees.)

8:3.2 In the event a student is sent to the office, the principal or his/her designee shall counsel with the student and attempt to resolve the problem.

(This provision does not apply to Support and Appraisal Employees.)

8:3.3 Following such a conference, the principal shall take action to resolve the problem in a manner

which is consistent with BOARD policy and the provision of this article.

(This provision does not apply to Support and Appraisal Employees.)

8:3.4 The principal or his/her designee shall forthwith report to the referring teacher on the appropriate section of the discipline referral form, the administrative action taken on each student referred to the office.

Properly submitted Discipline Referral Forms shall be returned to the referring teacher within four (4) days by the Principal or his/her designee indicating the action taken.

(This provision does not apply to Support and Appraisal Employees.)

8:3.5 Teachers shall be notified when a student is administratively assigned to their class as a result of the student having engaged in possession, use, transmittal, or concealment of weapons or battery (bodily injury) to others. Such notification shall identify the negative behavior exhibited by the student and which led to his/her assignment. Said notification shall be made within ten (10) work days.

(This provision does not apply to Support and Appraisal Employees.)

8:3.6 Teachers do not have the authority to suspend students. Teachers are encouraged to refer to the Principal's office in writing students who commit the behavior offenses listed below. Notwithstanding strong mitigating circumstances, which have been placed in writing, the principal shall suspend up to five (5) days students who are judged guilty of committing the following offenses:

- A. Creating a major disturbance in the classroom and/or on the school campus or at a school sponsored activity;
- B. Directing profane/obscene language toward any School BOARD employee;
- C. Threatening to harm any member of the Bargaining Unit;
- D. Persistent disobedience that interferes with the well being of other students or that prevents the teacher from carrying on class activities;
- E. Making false accusations against a member of the Bargaining Unit provided the accusation are proven to be deliberate;
- F. Vandalizing property of a Bargaining Unit member. Students will not be re-admitted until payment/written arrangements for restitution is made.
- G. Class II Behaviors of the New Orleans Public Schools Discipline and Dress Code Policy which requires a suspension in accordance with the Project Respect Booklet.

(This provision does not apply to Support and Appraisal Employees.)

8.3.7

Teachers do not have the authority to expel students. An expelled student is prohibited from attending any school in the school district for a minimum of ninety (90) consecutive school days. Teachers shall refer to the Principal's office writing, students who commit the behavior offenses listed below. Notwithstanding strong mitigating circumstances, which have been placed in writing, the BOARD shall expel students who are judged guilty of committing any of the following:

- A. Confirmed battery on a member of the Bargaining Unit at school or at any school sponsored activity.
- B. Possess, use, conceal, or distribute illegal drugs on school premises or at school sponsored activities.
- C. Possess, use, conceal or provide lethal weapons to other persons on school premises or at school sponsored activities. Weapons are defined as firearms, knives, explosives, inflammable material or any other items that may cause bodily injury or death.
- D. Class III Behaviors of the New Orleans Public Schools Discipline and Dress Code Policy which requires a recommendation for expulsion in accordance with the Project Respect Booklets.

8.3.8

A continuous record of student discipline cases will be maintained in the office of the principal or his/her designee for the purpose of selecting the most effective and appropriate means of dealing with behavioral difficulties. These records shall be made available to the UNION Building Committee when requested if the item is a matter of discussion on the agenda as per 2.15.2.

The Management/designee shall report to the New Orleans Police Department, the New Orleans Public Schools Security Department, the **Area Superintendent's** Office, and the school district's Information office, when the following offenses occur in grade five (5) through twelve (12).

- 1. All cases of battery suffered by members of the Bargaining Unit in the connection with their employment in which injuries have been suffered or in which there appears to have

- been malicious intent, unless the battery was provoked.
- 2. All cases in which students are involved with illegal drugs at school or at school sponsored activities.
- 3. All cases in which students are involved with firearms and other lethal weapons at school or at school sponsored activities.
- 4. All cases in which students are involved in harmful gang activity.

8.4.1

8:3.10 A student while under suspension or expulsion shall not enjoy the right of participating in any school activity.

8:3.11 The Hearing Commission has the authority to determine whether there is an expulsion and if is limited to no less than ninety (90) school days or permanent. A student on expulsion may be assigned to an alternative program for student under expulsion. This action is intended to help the student acquire acceptable behavior patterns.

8:3.12 If possible, a student who has been referred to the Principal's/discipline office for a behavior offense which requires either a suspension or expulsion hearing shall not be allowed to remain in the class if possible in which he/she committed the offense pending the conduct of the hearing.

8:3.13 Each school shall establish a Student Assistance Team. Principals in consultation with the Student Assistance Team shall develop procedures for the early referral of those students who display conduct which could lead to suspension or expulsion.

8:4 Principals shall report to the Area Superintendent all cases of assault suffered by teachers in connection with their employment in which injuries have been suffered or in which the

appears to have been malicious intent. In such cases of assault against a teacher, the principal will take appropriate emergency action which may include, but is not limited to, calling for assistance of police or school security personnel.

ASSAULT/EXPULSION

A child who batters a member of the Bargaining Unit shall be recommended for expulsion unless the battery was provoked. In the event a child batters a member of the Bargaining Unit, the Principal/Supervisor shall immediately initiate proceedings to recommend expulsion.

The employee shall be notified by the principal or his/her designee as soon as possible of the date, time, and location of the expulsion hearing and shall be invited, but not required to attend. The employee may present testimony if he/she chooses. In the event the employee chooses to attend the expulsion hearing, he/she shall be entitled to UNION representation. The BOARD shall not reinstate a student or rule that the battery was provoked, without offering the teacher against whom the battery was made the opportunity to appear at the expulsion hearing. When the battery is witnessed by other adult(s), the person(s) witnessing the battery shall be allowed to attend the expulsion hearing as determined by the Hearing Officer, or submit a written, signed statement. 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. If the hearing officer concludes that the teacher provoked the battery, the hearing officer shall not disclose this conclusion verbally in the presence of the student, nor shall the hearing off-

cer in any way reprimand or criticize the teacher in the presence of the student.

8:4.2 Principals shall notify the Director of Safety and Security and/or police department in the event of serious offenses or infractions of school rules and regulations. Such offenses may include but not be limited to extortion of money, possession of narcotics, arson, theft, serious cases of vandalism, false reports of fire or bomb threats and possession of lethal weapons.

8:4.3 Warnings will be posted on school buildings that trespassers will be prosecuted to the full extent of the law. Students on official suspension as defined in the Discipline and Dress Codes for the New Orleans Public Schools are considered as trespassers when they appear on the premises unless accompanied by their parent or guardians, or when reporting to an official conference. When a student is asked to leave the premises by the principal or his designee and the student refuses to do so, an OPSB Security Officer or a New Orleans Police Officer will be called to remove the student.

8:4.4 In cases where the teacher believes that the disciplinary pattern taken by the principal is negative affecting the climate in the school, the teacher shall have the right to request the matter to be placed on the Building Committee Agenda.

8:5 In those schools that have counselors, teachers are responsible for making counselors aware of the students who have frequent and/or serious discipline problems.

8:6 Teachers shall be made aware when students who are convicted felons are assigned to their classes.

8:7 A joint BOARD/UNION Discipline Committee comprised of 10 (ten) members, six appointed by the BOARD, four appointed by the UNION, shall

be established. This committee will review reports from the appropriate departments regarding the number of student suspensions and expulsions and other offenses committed by students. This committee will provide information and proactive strategies to decrease discipline problems.

During the life of this Agreement, the BOARD shall continue to establish alternative schools for chronically disruptive students and alternative schools for students on expulsion. In addition to teaching personnel, the staff at the alternative schools shall include a sufficient number of the following personnel: Counselors, School Social Workers, School Nurses, School Psychologists, Psychiatrists, Support and Appraisal personnel as well as paraeducator personnel. Class size at alternative school sites shall be significantly lower than class-size in regular classes at regular school sites.

In establishing these alternative school sites, the BOARD shall seek input and recommendations from the BOARD/UNION Discipline Committee established in Article 8:7.

A five (5) member sub-committee of the School Safety Committee that consists of representation from a cross section of the school community including one representative elected by the UNION Building Committee shall:

- A. Review the number of suspensions and expulsions at the school site;
- B. Review compliance with Article 8 of the Agreement;
- C. Evaluate and recommend to the principal and faculty ways in which student discipline can be improved at the school.

8:10 In the event that a Bargaining Unit member recommended a student for expulsion, employee shall be notified by the Hearing Officer or his/her designee, as soon as possible of date, time, and location of the expulsion hearing and shall be invited to attend, if deemed necessary by the principal.

**ARTICLE 9
ADMINISTRATIVE CONSULTANTS**

8: **(This Article does not apply to Support & Appraisal Employees.)**

9:1 Following the district-wide allotment of positions in the staffing formula to each school site, if need arises, the principal may withdraw from the staffing formula a person to serve as an administrative consultant after consultation with the superintendent.

9:2 Up to four (4) teaching periods may be converted to non-teaching periods at a school for purposes authorized by the **Area Superintendent**.

8 9:3 Classroom teaching positions shall not be converted into non-teaching positions if the conversion will prevent the class size limits provided in Provision 18:1.1 from being met.

**ARTICLE 10
VOLUNTARY TRANSFER**

8 10:1 Any member of the Bargaining Unit shall have the right to request a voluntary transfer. Transfer request forms shall be available in the principal's office and/or the BOARD's Human Resources Department. Members of the Bargaining Unit shall submit one copy of the transfer form in triplicate to the principal. The principal shall sign it

retain one copy. The employee shall forward the original to the Human Resources Department. The employee shall retain a copy.

(This provision does not apply to Support & Appraisal Employees.)

Members of the Department of Support & Appraisal Services may request a voluntary transfer outside the Department of Support & Appraisal Services but within this Bargaining Unit, in keeping with the provisions of this article. Seniority shall be determined as per provision 23:1 for persons applying for voluntary transfers outside the Department of SAS. Once re-assigned a Support & Appraisal employee shall enjoy the appropriate wage and work schedule for the position to which they have been reassigned.

Transfer request forms shall be available in the Appraisal Specialist's office and/or the BOARD's Human Resources Department. Members of the Unit shall submit one copy of the transfer form in triplicate to the Appraisal Specialist. The Appraisal Specialist shall sign it, and retain one copy. The employee shall forward the original to the Human Resources Department. The employee shall retain a copy. Applications shall remain active until the start of the next school year.

1.1 Principals and department heads shall report all known vacancies at their respective work locations to the Human Resources Department as soon as possible. Vacancies must be included in the vacancy list and posted prior to being filled.

1.2 Descriptors to the vacancy list should only include requirements essential to implementing the curriculum/program of the vacant subject area/grade.

A list of all known vacancies for the coming school year shall be posted at each school no

later than May 1st. Between May 1st and July 24th, newly identified vacancies shall be posted weekly at each school site, the OPS Website and the Administrative Center. Voluntary transfer applications may be filed between May 1st and June 7th. Applicants are forewarned that vacancies may begin to be filled five (5) days after the initial May 1st posting. The voluntary transfer process shall be suspended June 7th thru June 30th to accommodate the assignment of surplus teachers. The vacancy list shall consist of vacancies created by resignations, retirements, and positions identified in staffing conferences. Voluntary transfers may resume after surplusings. The voluntary procedure shall end on July 31st.

10:2.1 Principals shall conduct interviews at the school site beginning five (5) days after the initial May 1st posting.

10:2.2 Teachers shall be referred for interviews in groupings of up to three (3) applicants with the greatest seniority. Teachers who do not attend interviews shall waive their right to consideration of a transfer. Principals who do not interview shall receive the most senior applicant for their vacancy/vacancies prior to surplus conferences.

10:2.3 Voluntary Transfers shall be granted to the most senior certificated applicant except in cases where the receiving principal recommends a less senior applicant on the basis of education, experience and/or training, as specified in the posted vacancy list;

or

The applicant does not possess the level of necessary educational attainment when the receiving school is accredited, or in the process of accreditation;

or

the applicant is not competent and/or willing to assume responsibility of coaching or directing a marching band, if the vacancy advertised carried with it such a requirement.

Transfers under this section shall be made at the start of each school year. If a vacancy is filled after November 1 by a newly hired teacher, such assignment shall be listed in the vacancies posted in 10:2 for the coming school year. Any position held by a person employed by virtue of TAT shall be listed in the vacancies posted in 10:2. A list of all TAT and teachers hired after November 1st shall be provided to the UNION by **May 1st**.

The BOARD shall provide the UNION with a list of teachers who have filed a transfer request by **May 31st** for the coming school year. The list shall indicate the vacancies for which the teachers applied and the number of years of seniority.

The principal shall make a recommendation concerning acceptance or rejection of the applicant within five (5) work days of the interviews. The applicants shall be notified by the Human Resources Department of the results of the interview. Only applicants of more senior standing not selected following interviews shall be entitled to invoke 10:6.

The denial of a request for a transfer shall be for supportable cause and the reasons there for shall be provided in writing if requested by the teacher.

10:7 No later than May 30th, the BOARD shall provide the UNION with a list of teachers who have been assigned to vacancies as of May 25th. The list shall indicate the number of years of seniority each transferred teacher has.

10:8 Surplus teachers are encouraged to file a transfer request for vacant positions. The Human Resources Department shall first determine if there are enough teaching positions to accommodate surplus teachers. All vacancies that have been filled during the voluntary transfers or new vacancies shall be included on the surplus list. The placement of surplus teachers will occur on or before May 15th. The placement of newly hired teachers will begin on June 1st.

10:9 Schools that have not achieved their growth targets as set by the Louisiana State Department of Education and are in corrective action, will be given priority in staffing the school. As such, vacancies shall not be filled in accordance with the voluntary transfer procedure or the surplus provisions of Articles 10 and 23.

10:10 The granting of voluntary transfers shall be done as per Article 10:2.4.

10:11 UTNO and the BOARD may agree to modify specific dates used in these transfer procedures to accommodate the school calendar. These modifications must be announced before the annual process begins.

ARTICLE 11 INVOLUNTARY TRANSFERS

11.1 The Human Resources Department shall endeavor to complete the surplus of teachers by the end of the 3rd week of student attendance. For

adjustments shall be completed as soon as possible after the submission of the Annual School Report to the State Department of Education. 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, when a teacher chooses not to participate in an instructional program recognized by the Teaching and Learning Task Force or to staff a program. In applying the voluntary transfer provision in Article 10, each member of the unit involuntarily transferred because of decreased enrollment shall have priority over voluntary applicants should a similar vacancy occur at his/her former school within one (1) year of the involuntary transfer. It shall be the responsibility of the transferred teacher to notify personnel of his/her interest in returning.

11.1 When a decision has been made to reduce the number of teachers assigned to a school, the principal will recommend to the **Director** of the Human Resources Department the certification area to be surplus. The least senior teacher on the faculty in the certification area in which the surplus is to occur shall be identified and notified in writing by the Human Resources Department of their pending transfer. The teacher identified to be surplus may have the option to remain at the school displacing the least senior teacher in another area of certification providing the following three criteria are met:

1. He/she is certified in that area.
2. He/she has taught that subject for one (1) or more semesters within the past five (5) years.
3. He/she has greater building seniority than that teacher.

(This provision does not apply to Support & Appraisal Employees.)

11:2 No regular teacher shall be transferred from school so long as a temporary teacher is teaching in the regular teacher's area of certification except in cases where the certified individual chooses to participate in an instructional program recognized by the Teaching and Learning Task Force. Certification is defined as the subject(s), grade, and program for which the teacher holds a valid teaching certificate.

(This provision does not apply to Support & Appraisal Employees.)

11:3 From time to time, when the best interest of the school system will be served, teachers may be transferred to other schools, but only for just cause. In such cases, the following procedure shall be followed:

- (1) The principal's recommendation for an involuntary transfer shall be made in writing explaining fully the reasons for the recommendation; a copy shall be provided to the teacher. No recommendation may be made until the principal has met with the teacher involved. Upon request the teacher may be represented by the UNION at the meeting.
- (2) If a teacher has been recommended for transfer from a school without just cause, the teacher may institute grievance proceedings at Step 2 of the Grievance Procedure after the informal conference.

11:4 Any teacher affected by 11:1.1 at the end of the school year shall be subject to the provisions of Article 10 until April 20th of that school year. Effective May 15th, teachers affected by 11:1.1 shall be assigned to existing vacancies for which they are certified in order of seniority. Teachers

without assignment on the seventh (7th) calendar day prior to the start of a school year shall displace the least senior teachers in corresponding order in the field of certification as was last taught. In the absence of such area of certification, the teacher shall defer to another area for which certification is held.

(This provision does not apply to Support & Appraisal Employees.)

11:5 Teachers affected by 11:1.1 as a result of student enrollment changes shall be assigned to existing vacancies for which they are certified in order of seniority. In the absence of such vacancies, teachers shall displace the least senior teachers in corresponding order in the field of certification as was last taught. In the absence of such area of certification, he/she shall defer to another area for which certification is held.

(This provision does not apply to Support & Appraisal Employees.)

11:6 Thereafter, following such displacement procedures as per above, the BOARD shall have the following options regarding displaced teachers:

- (1) Assign in a vacant position for the remainder of the school session, for which a Temporary Certificate shall be obtained, or until a qualified teacher is located, or
- (2) Assign to Day-by-Day Substitute Pool until vacancy occurs in his/her area of certification. Any teacher so assigned must accept the first vacancy which is offered. Failure to accept the position offered will subject the teacher to removal.
- (3) Be laid-off in accordance with the provisions of section(s) 11:2 hereinafter. Teachers retained in service as per (1) or (2) above

shall be compensated in accordance with regular salary schedule.

(This provision does not apply to Support & Appraisal Employees.)

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11:7 **REDUCTION IN FORCE**

11:7.1 In keeping with appropriate law, the BOARD effect the lay-off of teachers in the event of economic hardship, substantial reduction in enrollment or considerations related to alteration of the curriculum and have conformed with other applicable provisions of this article.

11:7.1S In the event the number of persons assigned to Support and Appraisal Services professional positions exceeds the actual number of positions needed due to a decline in student enrollment, budget constraints, state reduction of allocations, termination of programs and/or reorganization, the re-classification or dismissal of designated personnel will be effectuated. The procedure to be followed is provided below:

- A. The Director of Exceptional Child Services will recommend to the Director of Human Resources the discipline area(s) which lay-off(s) is/are to take place.
- B. Employees of the Department of Support and Appraisal Services shall be laid off in inverse order of seniority within the various disciplines.
- C. The least senior employee(s) in the discipline where the surplus is to take place shall be identified and notified by the Human Resources Department of the pending surplus.

11:7.2 In the event the determination is made by the BOARD that a lay-off is necessary, consistent with 11:7.1 above, teachers to be laid-off shall be

tified and informed of their impending lay-off not less than forty-five (45) school days prior to the effective date of lay-off, if school is in session or if not, then forty-five (45) calendar days.

3 Lay-offs shall be carried out only after normal attrition of teachers occurs.

3S Lay-offs shall be carried out only after normal attrition of employees occurs.

4 Within certification, teachers shall be laid-off in inverse order of seniority.

4S Within discipline areas employees shall be laid-off in inverse order of seniority.

5 Teachers who are subjected to lay-off shall be placed on a recall list for a period of two (2) years from the effective date of lay-off. A lay-off and recall list shall be provided to the UNION and amended monthly thereafter.

5S Employees who are subjected to lay-off shall be placed on a recall list for a period of two (2) years from the effective date of lay-off. A lay-off and recall list shall be provided to the UNION and amended monthly thereafter.

6 When a vacancy occurs, it shall be filled by the person with the greatest seniority on the recall list who is certified for the vacant position.

6S When a vacancy occurs, it shall be filled by the person with the greatest seniority on the recall list who is certified for the vacant position.

No position shall be filled by a new hire while an active recall list is in effect, except if the persons on such list are not certified. If no certified teacher is available, a non-certified teacher on the recall list shall be given preference for the vacancy.

- 11:7.7S No position shall be filled by a new hire while an active recall list is in effect, except if the person on such list are not certified. If no certified employee is available, a non-certified employee on the recall list shall be given preference for any vacancy.
- 11:7.8 During the period of eligibility for recall, a teacher may, if he/she elects to do so, continue his/her insurance coverages set forth in Article 2:1 and 43 upon pre-payment of premiums by the teacher, in a manner set forth by the Accounting Department.
- 11:7.9 During the period of eligibility for recall, a teacher shall be placed at the head of the day-by-day substitute list of the school system, provided that the teacher so requests in writing.
- 11:7.9S During the period of eligibility for recall, an employee shall be placed at the head of the day-by-day substitute list of the school system, provided that the employee so requests in writing.
- 11:7.10 If a regular teacher is laid-off under this section upon recall, such person shall retain such seniority that had been accrued as of the effective date of lay-off.
- 11:7.11S Employees called from lay-off shall be notified by certified mail. If a laid off employee fails to return for duty within five (5) work days of his/her scheduled return to duty without permission, he/she shall be placed on the bottom of the recall list.
- 11:7.12S The lay off notice shall include the Human Resources Department's listing of the employee's home address in order to provide an opportunity for notification. Thereafter, it is the responsibility of the employee on lay-off to keep the Human Resources Department informed of any change in address.

ARTICLE 12 ACADEMIC FREEDOM AND RESPONSIBILITY

(This Article does not apply to Support & Appraisal Employees.)

Teachers are guaranteed academic freedom provided they meet their obligation to teach the basic curriculum in accordance with the following guidelines:

2:1.1 Teachers are encouraged to expand concepts through the use of supplementary materials and innovative approaches to instruction and shall include such on their weekly lesson plans. The principal will discuss the matter with the teacher if either desires.

2:1.2 The presentation of controversial issues in the classroom shall be made only when appropriate to the subject matter and shall be presented in a fair and objective manner, based upon factual material relating to all aspects of an issue: appropriate to the maturity, interest and intellectual abilities of the students and free from personal bias.

2:1.3 Teachers should provide the opportunity for students to do reflective thinking, to develop tolerance with conviction, and to reach their own conclusions after careful study of the facts in an impartial, open-minded classroom atmosphere.

It is the teacher's professional responsibility to be prepared to begin instruction at the beginning of the instructional day and to engage in planned educational activities as far as practical throughout the school day.

Teachers shall teach the skills and competencies found in State Accountability Standards and

Benchmarks. Planning by teachers shall reflect the use of the State Accountability Standards and Benchmarks. Each teacher shall be provided with the appropriate State Accountability Standards and Benchmarks.

13:2.1

staff and/or causes disruption to the educational environment.

The discharge of a member of the Bargaining Unit with less than three (3) years of service in the system shall not be subject to the arbitration provision of the grievance procedure included in this AGREEMENT.

ARTICLE 13 DISCIPLINE AND DISCHARGE

13:2.2

All situations involving removal of a teacher with tenure shall be in accordance with the requirements of the applicable laws of the State of Louisiana and shall not be subject to the arbitration provision of the grievance procedure included in this AGREEMENT.

13:1.1

No member of the Bargaining Unit shall be disciplined, given a written reprimand or discharged except for just and sufficient cause. Discipline defined as the imposition of a sanction which results in a demonstrable loss or damage to the Bargaining Unit member and shall include notification of verbal warnings, or verbal reprimands reducing to writing, written warnings and written reprimands, suspensions, discharge or dismissal.

13:1.2

If disciplinary action is taken against a member of the Bargaining Unit, such person shall be given written notice for such disciplinary action.

13:1.3

A member of the UNION called to a conference shall, upon request, be afforded an opportunity to confer with and be represented by the UNION.

13:1.4

No Bargaining Unit member shall have their employment adversely affected without sufficient probable cause. A member of the UNION shall have an opportunity to confer with and be represented by the UNION.

13:1.5

No Bargaining Unit member who has been accused of an offense shall be suspended from active service, or placed on administrative leave, or transferred to another work pending disciplinary review unless there is reasonable basis to support a conclusion that his/her continued presence at the work presents a danger to the safety of student

13:2.3

A member of the Bargaining Unit with more than three (3) years of service who is subject to discharge and who is not eligible for tenure under the Laws of the State of Louisiana shall be afforded an opportunity for a hearing, as provided below, before the Orleans Parish School BOARD, which hearing may be private or public at the option of the member. The opportunity for such a hearing shall be exercised in accordance with the following procedures: When the Superintendent (or his designee) gives written notification of the Superintendent's intention to recommend to the BOARD that such member be discharged, such member may request a hearing on the recommended discharge, within ten (10) calendar days from the date of the notice. If the Superintendent has not received such a request within the time allowed, the affected member is subject to discharge without any further opportunity for a hearing before the BOARD. The discharge of any member who is not eligible for tenure shall not be subject to grievance or arbitration provided for in this AGREEMENT.

13:3 **REPRIMAND OR CRITICISM**

13:3.1 Reprimand and criticism of employees in the presence of other individuals is not sound management practice. If the employer has just and sufficient reason to reprimand a unit member, it shall be done in a manner that will not embarrass the employee before other employees or the public.

13:

**ARTICLE 14
PERSONNEL FILES**

14:1 The official personnel files for each member of the Bargaining Unit shall be maintained in the Central Administration Office and the principal's office.

14:2 Teachers shall be permitted to reproduce, at their own expense, materials in the Central Administration files.

13:

14:3 Upon reasonable notice and under reasonable circumstances, employees shall have the right to inspect their files. Employees may submit appropriate material to be included in the Central Administration files and may also prepare and insert a written response to any material contained in either file.

13:

14:3.1 Any rebuttal and response to a document placed in a school employee's personnel file shall be prepared by the school employee within fifteen (15) school days from the date on which the school employee signs the document acknowledging its receipt.

13:

An employee shall be entitled to one extension of another fifteen (15) days to file a response.

14:4 Anonymous letters shall not be included in a teacher's personnel files.

14:5 A member of the Bargaining Unit shall be permitted to file a copy of any materials that will be placed

his/her personnel file which reflects adversely upon the employee's competency, skill or other professional attributes. The employee shall sign a copy of the material to be placed in the file acknowledging receipt of same. The employee's signature shall not be construed as agreeing with the contents of the material. If the employee refuses to sign a copy of the material, the principal/supervisor shall note that fact on the document, sign the document, obtain the signature of a witness to the refusal of the employee, file the document and provide a copy to the employee.

The following language shall be affixed to any document and/or letter to be placed in an employee's personnel file: "My signature shall not be construed as agreeing or disagreeing with the contents of the material, but rather acknowledging receipt of the material."

Each teacher shall have the right to have removed from his/her personnel file all derogatory material on the third anniversary of its inclusion or thereafter, provided no similar derogatory information has been placed therein in the intervening years.

The UNION must first secure written permission from an employee before the Human Resources Department may release to the UNION information from the employee personnel file.

**ARTICLE 15
HEALTH AND SAFETY**

The BOARD shall maintain healthy and safe conditions at each work location in compliance with all city and state statutes and/or regulations governing such conditions as interpreted by the appropriate city and state regulatory agencies.

- 13: 15:1.1 The BOARD shall provide for the safety and protection of all members of the Bargaining Unit at all work locations. When the employees' safety is placed in jeopardy, the BOARD shall give immediate attention to addressing the situations that give rise to the threat to safety.
- 13: 15:1.3 The UNION and the BOARD shall establish a committee comprised of ten (10) members, five appointed by the UNION and five appointed by the BOARD, which shall meet on a **quarterly** basis to discuss and consider appropriate means of resolving existing health and safety issues. **The committee shall also develop a system-wide crisis intervention plan. The committee shall review all school level crisis/safety plans.**
- 14: 15:1.4 Nothing herein shall preclude a determination by an employee to respond to a perceived threat by contacting the police or other authorities, or to pursue charges if warranted. The teachers shall advise the principal or designee before the police or other authorities are called.
- 14: 15:2 When conditions in a building are of such a serious and persistent nature that it threatens the safety and/or health of the occupants, in the judgment of the **Area Superintendent**, and he/she determines that classes dismissed for that day, teachers shall be released for the day of such occurrence. If the condition for dismissal of the classes persists more than one day teachers may be required to report the following day(s) to the principal at the site as designated by the principal. **(This provision does not apply to Support and Appraisal Employees.)**
- 14: 15:2.1 With the exception of emergency repairs, maintenance repairs to school buildings shall be made in a manner that is least disruptive to instruction.

When major repairs and/or renovations are to be made at a school, the UTNO Building Representative shall be given the opportunity to meet with the Principal and the representative of the contractor performing the work, for the purpose of discussing the nature of the repairs and to discuss the ways in which the work can be carried out in a manner that is least disruptive to instruction.

Heating systems which are capable of providing sufficient heat for their buildings shall be activated each day in time to **warm the building.**

The BOARD shall annually inspect and test each school's heating system to ensure that it is in proper working order for the winter season. This inspection and test run shall be conducted as needed at a time when neither students nor staff are in attendance. A notice of the results of the inspection and the operability of the heating system shall be given to the principal, Building Representative, and the UNION.

Every member of the Bargaining Unit is expected to exercise due care in the course of his/her work to prevent injuries.

Each employee shall:

1. Report all unsafe conditions to his/her supervisor on the appropriate form. (See Appendix F)
2. Report all accidents immediately to his/her supervisor on the appropriate form.

School buildings and grounds, with particular emphasis placed on classrooms, student and faculty restrooms and the faculty lounge, shall be cleaned daily.

15:6 Water coolers shall be kept in working order. The BOARD shall seek sufficient funds to provide the installation of an adequate number of water coolers to reasonably meet the needs of students and staff.

15:7 The principal is charged with the responsibility of maintaining security, safety and discipline in the school. To meet this responsibility, the principal or the principal's representative, shall develop in collaboration with the UTNO Building Committee a comprehensive safety plan, subject to the approval of the **Superintendent**.

15:7.1 The safety plan will be updated annually using the same collaborative process, and school program data will be shared with the UTNO Building Committee.

ARTICLE 16 LEAVES

16:1 PERSONAL ILLNESS OR EMERGENCY

16:1.1 All members of the Bargaining Unit who are initially hired for a school session shall be credited on the date of reporting for duty with ten (10) work days to be used for personal illness and emergency.

16:1.2 All members of the Bargaining Unit who are initially hired for less than a school session shall be credited with one (1) personal illness and/or emergency day for each twenty (20) work days remaining in the school session.

16:1.3 All members of the Bargaining Unit, upon completion of their first full or partial school session who continue their employment, shall be credited with an additional ten (10) work days to be used for personal illness and/or emergency.

unused personal illness and/or emergency days shall accrue to the unused balance of the member of the Bargaining Unit's sick leave account without limit thereafter each year.

1.4 A All employees who are hired for a fiscal year of twelve (12) months shall be credited on the date of reporting for duty with ten (10) work days to be used for personal illness and/or emergency. All unused personal illness and/or emergency days shall accrue to the unused balance of the member of the Bargaining Unit.

B Employees whose work year is longer than a school session but less than year round and who continue their employment, shall be credited upon the completion of their first full or partial work year and each work year thereafter with ten (10) work days to be used for personal illness and/or emergency. All unused personal illness and/or emergency days shall accrue without limit to the unused sick leave account balance of the member of the Bargaining Unit.

PROCEDURE FOR CHARGING ABSENCE

1.6 A member of the Bargaining Unit who is absent because of personal illness and/or emergency is required to sign the Payroll Form and indicate the dates and cause of absence. In the event the member is not available to sign the Payroll Form, the principal or department supervisor shall enter the required information and sign for the absent member.

1.7 A. A member of the Bargaining Unit who is unable to perform his/her usual duties of employment because of disability caused by personal illness, injury, pregnancy, childbirth and related medical conditions is entitled to a

sick leave of absence for the period of disability.

- B. A member who expects to be absent because of such disability for more than ten (10) consecutive work days shall give prior written notice on Form **P.D. 311361** to the Human Resources Department and a copy thereof to his/her principal. When a member has reason to believe that he/she will become disabled, the member shall submit a request for a sick leave of absence along with a written statement from his/her physician (Form **P.D. 311361**) indicating the medical reason for the disability, the probable or actual commencement of the disability and the expected duration thereof.
- C. If the disability period is subsequently accelerated, delayed, extended or reduced, the member shall promptly submit another Form **311361** to reflect such change and the reason(s) therefor.
- D. Any member desiring a leave of absence before and/or after a period of disability shall request a special leave of absence without pay in accordance with Section 16:14, except that members desiring post disability medical leaves of absence under Section 16:11.3 shall have their applications granted.
- E. A member returning from a sick leave of absence in excess of six (6) work days shall submit to the **Medical** Department a written notice and request to return to active duty along with a statement from his/her physician certifying that there is no medical contraindication to the member's resuming the performance of his/her employment duties as of the date the member desires to return.

F. A member of the unit returning from a sick leave of absence shall be reassigned to the school he/she left provided the member returns before the end of the semester in which the leave commenced. In cases where the sick leave of absence extends between two semesters, the member shall be reassigned to the school he/she left provided the member's leave does not exceed 60 workdays or the member's accumulated sick days which ever is greater.

G. Compensation paid under this Section shall be in accordance with state and federal laws.

A member of the Bargaining Unit who is absent because of emergency (defined only for the purpose of this article as "a sudden or unavoidable occurrence requiring immediate action") may charge up to the number of days available in his/her sick leave account. Such days will be deducted from his/her sick leave account, utilizing current or accrued days. The Principal/Supervisor may request written explanation of the nature of the emergency.

SICK LEAVE DONATIONS

Members of the Bargaining Unit shall be included in BOARD policy 4151.32-R allowing employees to donate sick days to one another in the event of the need for extended periods of absence due to illness.

The sick leave account of an employee who is the recipient of donated sick days shall be credited with a full day of sick leave for each full day donated regardless of the length of the work day of the donor or the recipient.

16:2 **PERSONAL LEAVE**

16:2.1 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 21 days prior notice.

The UNION will notify the BOARD at least two weeks in advance of any activity in which it is requiring members of the Bargaining Unit to use personal leave days.

16:2.2 If an employee does not elect to take the maximum two (2) days in one school year; that employee may not accumulate those unused days in the succeeding year; e.g., be entitled to four (4) days of personal leave the next year.

16:2.3 Members of the Bargaining Unit desiring such leave shall note "personal leave" on Payroll Form 2142.

16:2.4 For the purpose of this regulation member of the Bargaining Unit is defined as an employee whose legal employment requires him/her to possess a valid Louisiana Teacher's Certificate/or equivalent.

16:3 **SPECIAL LEAVE PROVISIONS UNDER MERITORIOUS CONDITIONS**

16:3.1 In consideration of veteran employees suffering from a prolonged illness the following supplementary provisions are authorized:

- a. The employee must first use all currently accrued sick leave credited to his/her account.
- b. If eligible for vacation he/she must apply unused vacation days from the past or current years to be utilized to the extent necessary to cover the period of illness at full pay.

c. If the employee is not eligible for a paid vacation and is eligible for a sabbatical leave, he/she should apply for sabbatical leave at his/her regular pay less that of a day-by-day substitute.

d. If the employee is not eligible for sabbatical leave, or has used his/her sabbatical leave, his/her record of attendance since the date of his/her employment shall be reviewed by Human Resources Department and if it is determined that his/her annual absence is not excessive, the following meritorious consideration may be given for service in the Orleans Parish Public School System.

1. If the employee has completed ten (10) through nineteen (19) years of service, he/she may be granted regular pay less that of a day-by-day substitute for teaching employees and one-half (1/2) pay for other employees not to exceed three (3) twenty-day (20) pay periods, or three (3) months, depending upon the employee's pay schedule.
2. If the employee is in his/her twentieth (20th) year through the twenty-ninth (29th) year of service, he/she may be granted regular pay less that of a day-by-day substitute pay for other employees not to exceed six (6) months depending upon the employee's pay schedule.
3. If the employee is in his/her thirtieth (30th) year of service or beyond, he/she may be granted three-fourths (3/4) pay not to exceed six (6) months depending upon the employee's pay schedule.

16:3.2 After the applicable steps listed above are utilized and the employee is still physically unable to perform his/her normal duty, he/she shall be given the option of a leave of absence without pay for (1) year after which he/she shall be requested to accept service or disability retirement, which provides the larger pension.

16:4 **ACCIDENT OR INJURY ON DUTY**

16:4.1 Any employee, who suffers an injury incurred while on duty shall report the injury immediately through his Department Head to his Division Head.

The Department Head shall prepare and sign the form "LDOL-WC-1007 Employer's Report Occupational Injury or Disease" in quintuplicate. The Carrier Copy, Office Copy, and Employee Copy are to be forwarded within twenty-four hours of the employee's injury, or the next day following the injury, to the Insurance Administration Office, Attention: Worker's Compensation. The Injured Employee Copy and the Medical Copy **shall simultaneously** be given to the injured employee. The medical copy goes to the treating physician. The Principal Department Head shall make a copy of the report to keep on file for their records. Attach a statement prepared by the injured employee to "LDOL-WC-1007" when appropriate.

Upon receipt of the "Employer's Report Occupational Injury or Disease," the Office Worker's compensation clerk will forward the report to the proper Worker's Compensation Insurance/Service Company after reviewing the report for completeness including the appropriate Department Head signature and verify, from the employee's immediate superior, whether or not the injury has required medical treatment.

worker's compensation clerk will mail to each injured employee a "Worker's Compensation Information Letter" and an "Authorization for Release of Medical Information" form which should be promptly returned to the Insurance Administration-Worker's Compensation Department. All medical bills and reports should be forwarded to the designated Insurance/Service Company as indicated in the information letter for review and payment. The Insurance/Service Company will review and process the injury claim in accordance with the Louisiana Worker's Compensation Law and will issue all medical and compensation checks if it is determined that the accident qualifies as a compensable injury.

If it is determined through investigation by the Worker's Compensation Insurance/Service Company that the employee was absent for the first week (LA R.S. 23:1224), the Insurance/Service Company will commence to issue the compensation check to the injured employee for two-thirds (2/3) of the employee's salary based on the employee's normal wages or salary within fourteen (14) days from the date of Notice of Injury. 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 after the first six (6) weeks have elapsed. Nothing herein shall prevent an employee from utilizing sick leave days for the first week of absence. However, any sick leave days used for this purpose shall not be restored to the employee's accrued leave days until the disability continues for six weeks or longer, unless contrary to Louisiana Law. Any employee who is injured as a result of physical contact with a student(s) while providing physical assistance to a student(s) to prevent danger or risk of injury, shall receive in addition to statutory worker's compensation

sation benefits described above, his/her net salary minus the amount of the worker's compensation benefit for a period not to exceed (90) days.

An employee's compensation rate after ninety days shall in no instance exceed the statutory benefit limits provided by the Louisiana Worker's Compensation Law. The injured employee elect to use any current or accrued sick and/or vacation days earned and unused to supplement the statutory (2/3) salary benefits provided by the Louisiana Worker's Compensation Law do not prohibit the employee from doing so. Should an employee be eligible for such sick leave and/or vacation it shall be granted to the extent available after which (if the employee has not returned to duty) he shall receive only the indemnity compensation checks as prescribed by the Louisiana Worker's Compensation Law.

Principals and Department Heads shall report on the Payroll Form any absence of fewer than (10) consecutive work days as sick days or vacation days.

Those employees who are absent for reasons of injury on duty for more than ten (10) consecutive days, will be placed upon their request on a leave of absence for a specific period of time as determined by the proper Insurance/Service Company. For payrolls submitted during the period an employee is on a leave of absence for injury on duty, the Principal or Department Head shall indicate on the payroll form for such absence the entry code 65 "Injury on Duty-Worker's Compensation Only" as determined by the employee's compensation clerk.

Injured employees must return to duty as soon as they are pronounced fit for duty by their attending

physician. Principals and Department Heads should check with the injured employee periodically to determine whether they can return to work. Should an employee return to work without a medical release, the Principal or Department Head should take the affirmative step of contacting the Insurance/Service Company or the School BOARD's Insurance Administrator's office, so that one of these bodies can take the proper step to have the employee released to duty if the employee is in fact medically able to return to work.

Claims for medical benefits will be honored by the Insurance/Service Company to the extent that they are prescribed by medical doctors and are directly attributable to the injury on duty. Hospitalization claims will also be honored under the same criteria with the understanding that the Insurance/Service Company will normally pay the existing rate for semi-private room facilities.

ALL INJURIES TO AN EMPLOYEE ON DUTY TO BE REPORTED

The reporting official shall cause to be permanently posted the notice required by Louisiana Revised Statutes 23:1302 and make it clear to all employees under his/her building responsibility that every injury, no matter how minor, must be reported in the manner previously outlined. Failure to do so may disallow any future claims that could result from what appears at the time to be a minor injury.

A member of the Bargaining Unit who has been assaulted while on duty and who has pressed charges against the assailant shall, with proper documentation, be officially excused with pay on designated court appearance days.

16:5 **BEREAVEMENT LEAVE**

16:5.1 A member of the Bargaining Unit shall be granted a leave of three (3) work days, within seven (7) calendar days, following a death in the immediate family. The "immediate family" shall be interpreted to mean parents, step parents, brother, sister, spouse, children, step children, mother-in-law, father-in-law, grandparents or grandchild. In the event of a death of a member of the "immediate family" which occurs in another city which is greater than 100 AAA miles from New Orleans, an additional one (1) day of one school day will be allowed with no reduction in pay. If requested, verification of the death shall be provided.

16:5.2 In cases where the funeral is not held within five (5) calendar days of the death, two (2) or three (3) excused days may be used at the discretion of the principal if the funeral is held.

16:6 **JURY DUTY, WITNESS SERVICE, AND DUTY AT THE POLL**

16:6.1 Any employee who shall be absent by reason of serving on a jury shall notify his/her principal or department head immediately upon receipt of notice of his/her jury service of the required absence and the anticipated period of absence. Within three (3) days after returning from jury service, or on each day he/she may be called to jury panel while awaiting selection for jury service, the employee shall report his/her absence to his/her principal or department heads stating the exact period of absence, any compensation paid for jury service, and accompany the report with a "Certificate of Juror's Attendance." Upon receipt of the report, appropriate notation shall be made on Form 2142 (Attendance Report) to authorize full pay for the period of the required absence. No other amounts paid as compensation for the

duty. If dismissed prior to 11:00 a.m. of the school day, teachers should report back to school.

6.2 Any employee who shall be absent by request or subpoena to serve as a witness in court proceedings, including depositions, shall report the reason for the absence to his/her principal stating the exact period of the absence and whether or not he/she has any personal or financial interest in the legal proceedings. If it is determined that the employee had a personal or financial interest in the legal proceedings, the principal or department head shall advise the employee to charge the absence to his/her current sick and/or emergency leave. If it is determined that the employee has no personal or financial interest in the legal proceedings, the principal or department head will officially excuse the employee with full pay as additional emergency leave.

6.3 Any employee who wishes to be absent from his/her duties in order to accept a request to serve as an official at the polls during an authorized city, state or national election shall make such request through his/her principal or supervisor to his/her **Area Superintendent**. In this request, the employee shall state the exact period of absence required and explain the exact function he/she is to perform at the polls. The **Area Superintendent** shall review and acknowledge the request indicating approval or disapproval. If approved, such absence shall be without pay. All requests of this type should be submitted sufficiently in advance of the required date of absence to enable administrative consideration and action on the request.

MARRIAGE LEAVE

On one occasion a member of the Bargaining Unit shall be granted two (2) consecutive work days of

leave of absence without loss of pay for the purpose of marriage. This marriage leave must be taken within a week of the marriage.

The employee upon request shall be allowed to charge to his/her current sick and/or emergency leave account up to three (3) additional consecutive days of absence for marriage. These days must be taken immediately adjacent to the two day marriage leave.

16:7.2 Request for absence for the purpose of marriage beyond that authorized in Section 16:7.1 shall be submitted to the **Area Superintendent** and approved, shall be without pay.

16:8 TO ATTEND OFFICIAL MEETINGS

16:8.1 Upon the written request of the **UNION Superintendent** shall grant a leave with pay to attend the Louisiana AFL-CIO Annual Convention if such is held during the school year, to no more than thirteen (13) **UNION** representatives maximum of five (5) days each provided a ten day advance written notice is received. Employees released are required to attend convention.

16:8.2 Upon the written request of the **UNION Superintendent** shall grant a leave with pay to attend the Louisiana AFL-CIO Annual Conference if such is held during the school year, to no more than six (6) **UNION** representatives for a maximum of one (1) day each provided a ten (10) day advance written notice is received. The employees released are required to attend said conference.

16:8.3 Upon the written request of the **UNION Superintendent** shall grant a leave with pay to attend the American Federation of Teachers (AFT) Conference, if such is held during the school year, to no more than five (5) persons

three (3) days each provided a ten (10) day advance written notice is received. The employees released are required to attend said conference.

Upon the written request of the **UNION**, the **Superintendent** shall grant a total of thirty (30) days of leave with pay for the purpose of attending educational meetings, provided a ten (10) day advance written notice is received. No one individual shall be granted more than six (6) days annually. The employees released are required to attend said meetings.

Upon the written request of the **UNION**, the **Superintendent** shall grant a leave with pay to attend the American Federation of Teachers' Annual Convention if such is held during the school year, to the total official delegation of forty (40) members of the **UNION** for a maximum of five (5) school days each provided a ten (10) day advance written notice is received. The employees released are required to attend said convention.

Any employee who wishes to be absent from his regularly assigned duties for one-half day or more within the city, or for any period outside the city, in order to attend professional or community activities or activities at another school shall make such written request through his principal or department head, to the **Area Superintendent**, Assistant Superintendent or Division Head. If so approved, such absence shall be without loss of pay, and no charge will be made to the employee's sick or emergency leave account.

The **Superintendent**, **Area Superintendent** and Division Heads may recommend that employees who are officially excused for meetings and business directly connected with the operations of the School Board be reimbursed by the BOARD.

for expense incurred on such business. approval request is mandatory.

16:9 **UNAUTHORIZED ABSENCES**

16:9.1 An employee whose absence has not been specifically authorized is in fact, absent without authority and the BOARD may not pay such employee for work not performed when absent without authority. All such unauthorized absence beyond (3) work days shall be immediately reported to the Executive Director and must be entered on the regular school or department payroll and appropriate deductions for such days' absence must be made from the employee's salary. Records of unauthorized absences shall be maintained in the Payroll Department on each employee, and shall be used to support recommendations for disciplinary action against such employee.

16:10 **ABSENCE/TARDINESS**

16:10.1 Each employee in a school building shall report each day, personally record in the school register daily and immediately the hour and minute of the time of his/her arrival as shown on the official school time. When such an employee is tardy, the information from the school register shall be posted each pay period on the payroll form prepared by the school secretary and approved by the principal indicating the number of times tardy and the time lost for tardiness in hours and minutes.

16:10.2 No employee shall suffer loss or deduction of pay for tardiness, unless such tardiness has caused a loss of time from official duties, for a period of (1) hour or more, during any one (1) 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 (1) day's pay in proportion

to the period of tardiness. Reporting for duty assignment is considered among the official duties of teachers. Although employees may not have their pay deducted for tardiness in arriving at duty assignments before and after the regular working hours, the reasons for such tardiness shall be given to the principal and, if not acceptable, may become the basis for disciplinary action by the BOARD.

10.3 **A member of the Bargaining Unit who is tardy because of emergency (defined only for the purpose of this Article as "a sudden or unavoidable occurrence requiring immediate action") may charge the time to the number of days available in his/her sick leave account. Such tardiness will be deducted from his/her sick leave account, utilizing current or accrued sick leave time.**

Every attempt will be made to notify the principal/Department Head prior to the member's scheduled reporting time.

10.4 The employee shall not be subject to disciplinary action until after the tenth (10th) full day of absence or the tenth (10th) occurrence of tardiness/partial attendance. Partial attendance shall be recorded as "tardiness" for this Article only.

10.5 Members of the Bargaining Unit who have perfect attendance over a full school year shall be permitted to order two hundred dollars (\$200) of teaching supplies in accordance with proper purchasing guidelines.

Members of the Bargaining Unit who have had one absence over a full school year shall be permitted to order one hundred dollars (\$100) of teaching supplies in accordance with proper purchasing guidelines.

16:10.6 To assist the employee in the monitoring of his attendance, the immediate supervisor will notify the employee when his/her absence has reached the seventh day during the current school year. This notification shall be in writing.

16:10.7 To assist the employee in monitoring his/her tardiness, the immediate supervisor will notify the employee when his/her tardiness has reached the seventh occurrence during the current school year. This notification shall be in writing.

16:11 LEAVES RELATED TO PREGNANCY

16:11.1 A member of the Bargaining Unit who is disabled due to pregnancy, childbirth or related medical conditions shall be entitled to a sick leave absence under Section 16:1.7, for the period of such disability. Compensation shall be paid in accordance with Sub Section 16:1.7 (G).

16:11.2 PRE-DISABILITY MATERNITY LEAVE

A member of the Bargaining Unit who desires to take leave without pay before the period of her disability due to pregnancy, childbirth or related medical conditions as certified by her attending physician may request a special leave of absence without pay in accordance with Section 16:14. There shall be no compensation paid to the member on such leave of absence under this section until she is disabled, as certified by her attending physician.

16:11.3 POST-DISABILITY MATERNITY LEAVE

Upon her request, a member of the Bargaining Unit shall be granted a post-disability maternity leave of absence for the purpose of early infant care for an initial term not to exceed two semesters following her disability. This initial term may be extended, upon application, in accordance with section 16:14.6 There shall be no compensation

paid to a member on a leave of absence granted under this sub section.

11.4 An employee adopting a child who is less than one year old may request a leave of absence without pay pursuant to R.S.17:1186A for the purpose of early childhood rearing.

12.1 MILITARY LEAVE

12.1 Any employee serving in the Armed Forces of the United States, or any employee as a member of a Reserve Component of the Armed Forces of the United States, entering upon active duty (other than for the purpose of determining his/her physical fitness and other than for training) shall be placed on military leave of absence without pay, after having notified the Human Resources Department, by a letter requesting such leave. Such letter shall have attached to it a copy of the employee's military duty notice.

12.2 Such leave of absence shall commence at the time of the employee's induction, enlistment or entering upon active duty and shall remain in effect for a period of service not to exceed five (5) years, provided that the service after four (4) years is at the request and for the convenience of the Federal Government (plus any period of additional service imposed pursuant to law).

12.3 Any employee who satisfactorily completes his/her military service within the period allowed shall be returned to his/her former position or to a comparable position, providing he/she requests within ninety (90) days after he/she is relieved from such service or from hospitalization continuing after discharge for a period of not more than one (1) year. The employee must submit Form HE-3 which is to be approved by the Medical Director.

16:12.4 If any employee is found not qualified to perform the duties of his/her former position by reason of disability sustained during his/her military service but qualified to perform the duties of any other position in the school system, the employee shall be restored to such other position, the duties of which he/she is qualified to perform, as will provide the employee like seniority, status and pay to the nearest approximation thereof, consistent with the circumstances in his/her case.

16:12.5 An employee's being on military leave of absence shall not affect the tenure rights, or his/her normal advancement on the payroll schedule, which the employee acquired prior to his/her induction into enlistment or entering upon active duty, or which he/she has earned had the employee remained in the employ of the BOARD.

16:12.6 Any employee granted military leave of absence shall be requested to inform the Human Resources Department at least once a year as to his/her current status and at least thirty (30) days prior to his/her release from service.

16:12.7 Any employee who, as a member of the Armed Forces Reserves, is ordered to duty with troops for field exercises, or for instruction during his/her regular work year, shall be granted leave of absence up to fifteen (15) work days for this purpose without loss of pay. An employee who has the option in deciding the period of active duty training should select a period in the summer months.

16:12.8 Any employee who is ordered to duty as specified in Section 16:12.7 shall within three (3) days of receipt of his/her orders notify the Human Resources Department, with a copy of such notification stating the exact period of duty and attaching thereto a copy of the employee's official orders showing his/her reporting and release dates.

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16:13 SABBATICAL LEAVE

16:13.1 ELIGIBILITY

Members of the fully certified, tenured staff shall be eligible for sabbatical leaves, for the purpose of professional or cultural improvement or **if the member's regular sick leave balance is twenty-five (25) days or less**, for the purpose of medical leave for the two (2) semesters immediately following any twelve (12) or more consecutive semesters of active service in the New Orleans Public Schools, or for the one (1) semester immediately following any six (6) or more consecutive semesters of service.

16:13.2 PURPOSE

- (a) Application for sabbatical leave shall be granted in accordance with law. If an employee qualifies for maternity leave, there is no prohibition against the employee requesting sabbatical leave and if qualified may be granted sabbatical leave. Should an employee be granted a sabbatical leave for the purpose of professional improvement and subsequently becomes medically disabled for any reason and cannot fulfill the terms and conditions of the sabbatical leave, then the employee shall be offered the opportunity to be placed on any other type of leave for which the employee may be eligible.
- (b) A member of the Bargaining Unit on extended service beyond the age of seventy (70) in accordance with BOARD policy No. 4118, is not entitled to a sabbatical leave of absence.

- (c) Application for a sabbatical leave of absence will be considered under the following options.

OPTION 1. PROFESSIONAL OR CULTURAL IMPROVEMENT

ALTERNATIVE A

During each semester pursue a course of study not less than fifteen (15) weeks at an accredited institution of higher learning, earning at least (9) undergraduate or six (6) graduate credits provided such hours directly improve the professional skills and knowledge as a teacher, or be certified as a full-time student at an institution of higher learning accredited by the BOARD of Education in the state or territory in which the institution is located. If less than fifteen (15) weeks' duration of course of study must be supplemented by Alternatives B or C to total fifteen (15) weeks.

ALTERNATIVE B

During each semester pursue a program of independent study, research, authorship or invention which involves an amount of work equivalent to Alternative A.

ALTERNATIVE C

During each semester engage in travel which is planned as to be of definite educational value.

OPTION 2. MEDICAL SABBATICAL

This option is provided to permit a leave of absence for the express purpose of restoration of health and requires certification by an M.D. or licensed physician, certifying that the leave is medically necessary, if the teacher's regular leave balance is twenty-five (25) days or less.

PROCEDURE FOR APPLICATION

- (a) Application must be submitted on the form "REQUEST FOR SABBATICAL LEAVE" and sent by registered mail to the **Medical Department**.
- (b) (1) Applications for leave beginning in the fall semester must be mailed at least sixty (60) days preceding the semester.
- (2) Applications for leave beginning in the spring semester must be mailed at least sixty (60) days preceding the semester.
- (3) Application for rest and recuperation, because of sickness during the semester, may be mailed thirty (30) days preceding the effective date of the leave.
- (c) All applicants for sabbatical leave shall be interviewed by a Sabbatical Leave Committee. One member of the Committee shall be appointed by UTNO. The committee shall recommend approval or disapproval of the application.
- (d) Applicants shall be notified by the Department of Human Resources, within thirty (30) days after the final date for filing the application stating whether the application has been granted or rejected. Where the application is for medical sabbatical, the notification shall be as soon as possible after the receipt of the application. If the application is rejected, the reasons therefor shall be specified.

APPLICANT'S OBLIGATION

- (a) Employees on sabbatical leave shall transmit to the Department of Human Resources, within thirty (30) days after the beginning of each

- (c) Application for a sabbatical leave of absence will be considered under the following options.

OPTION 1. PROFESSIONAL OR CULTURAL IMPROVEMENT

ALTERNATIVE A

During each semester pursue a course of study not less than fifteen (15) weeks an accredited institution of higher learning, earning at least nine (9) undergraduate or six (6) graduate credits, provided such hours directly improve the personal skills and knowledge as a teacher, or be certified as a full-time student at an institution of higher learning accredited by the BOARD of Education of the state or territory in which the institution is located. If less than fifteen (15) weeks' duration, the course of study must be supplemented under Alternatives B or C to total fifteen (15) weeks.

ALTERNATIVE B

During each semester pursue a program of independent study, research, authorship or investigation which involves an amount of work equivalent to Alternative A.

ALTERNATIVE C

During each semester engage in travel which is planned as to be of definite educational value.

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This option is provided to permit a leave of absence for the express purpose of restoration of health and requires certification by one licensed physician, certifying that the leave is medically necessary, if the teacher's regular leave balance is twenty-five (25) days or less.

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- (c) All applicants for sabbatical leave shall be interviewed by a Sabbatical Leave Committee. One member of the Committee shall be appointed by UTNO. The committee shall recommend approval or disapproval of the application.
- (d) Applicants shall be notified by the Department of Human Resources, within thirty (30) days after the final date for filing the application stating whether the application has been granted or rejected. Where the application is for medical sabbatical, the notification shall be as soon as possible after the receipt of the application. If the application is rejected, the reasons therefor shall be specified.

16:13.4 APPLICANT'S OBLIGATION

- (a) Employees on sabbatical leave shall transmit to the Department of Human Resources, within thirty (30) days after the beginning of each

semester of such leave a written report of approximately one hundred (100) words describing the manner in which such leave will be spent, and within thirty (30) days after the end of such leave, shall transmit to the Department of Human Resources, a written report of approximately two hundred fifty (250) words describing the manner in which such leave was spent.

(b) When the employee is attending an institution of higher learning, he/she shall also indicate in the initial report the institution being attended and the number of credit hours being taken, and the final report shall be accompanied by official evidence that the number of credit hours required herein has been taken at the institution specified.

(c) It shall also be the employee's obligation to notify the Department of Human Resources not less than thirty (30) days prior to the beginning of the semester in which he/she expects to return to his/her teaching duties of his/her intent to return.

Upon receipt of such notification, the Department of Human Resources will mail to him/her the appropriate medical forms HES-1 and/or HES-4 to be completed by his/her private physician and returned for review and approval or disapproval by the Board of Medical Department.

(d) Upon receipt of the Medical Director's recommendation, the applicant will be interviewed by the Department of Human Resources, and if approved, will be reassigned to his/her former teaching assignment, or another position acceptable to the applicant.

16:13.5 PENALTIES

If the **Superintendent** determines that an employee on sabbatical leave of absence is not fulfilling the purpose for which the leave was granted, the **Superintendent** shall report this fact to the BOARD and the BOARD may terminate the leave of absence as of the day of its abuse after giving the employee an opportunity to be heard. If it is determined that the employee has willfully violated sabbatical leave provisions, such employee is subject to disciplinary action.

16:13.6 COMPENSATION

Each employee, as defined in Section 16:13.1, a and b, who is granted sabbatical leave shall receive and be paid compensation at a rate of sixty-five (65%) percent of the person's salary at the time the leave begins.

16:13.7 The BOARD and the UNION agree that state requirements relative to the granting of Sabbatical Leaves shall be applicable.

16:14 SPECIAL LEAVES WITHOUT PAY

16:14.1 Requests to be absent for reasons other than sickness or disability, Military Leave, or Sabbatical Leave may be considered on an individual basis.

16:14.2 Such requests shall be submitted in writing to the Human Resources Department, with a copy to the **Area Superintendent**, principal, department or division head at least thirty (30) days prior to the date such leave is to begin.

16:14.3 The Human Resources Department, after consultation with the **Area Superintendent** and the principal, may interview any employee submitting such a request and report all necessary information concerning the request in the form of a written recommendation to the **Superintendent**.

- 16:14.4 If approved by the **Superintendent**, the request shall be brought before the BOARD for appropriate action.
- 16:14.5 Employees who have not yet completed a probationary period of three (3) years will not be considered for a special leave, except those who meet the following requirements:
- (a) The employee's request is for the express purpose of participating in a specialized educational or training program which, if successfully completed, would improve the efficiency of that employee in his/her normal duty assignment.
 - (b) The employee agrees in writing, if the leave is granted by the BOARD, to return to an assignment equivalent to his/her normal position.
 - (c) Such requests will not be granted for the primary purpose of attaining academic degree for the purpose of an increase in salary.
- 16:14.6 Eligible employees who are considered will not be recommended for a special leave in excess of one (1) school session or one (1) fiscal year. Request for renewal of a special leave for one (1) additional school session or fiscal year may be recommended to the **Superintendent** and the BOARD providing reasons are worthy and the absence of the employee for a second year will not adversely affect the operation of the school or department.
- 16:14.7 The BOARD is obligated only to reassign a returning employee who is granted such a leave of absence to a teaching position within his/her field of certification and is not obligated to return him/her to his/her former assignment.

16:15 **EXCHANGE TEACHING**

16:15.1 When an exchange teaching assignment is authorized by the Human Resources Department, an employee in the Orleans Parish School System may be granted a leave of absence for the purpose of Exchange Teaching in other schools or institutions.

16:15.2 An employee on exchange from the New Orleans Public Schools shall be paid by this school system.

16:16 **ASSAULT PAY**

Any employee who is injured and disabled while acting in his official capacity as a result of assault by any student or person shall receive sick leave without reduction in pay and without reduction in accrued sick leave days while disabled 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 disability and comply with all other provisions of LA Revised Statute 17:1201 or 17:1206.1 whichever is applicable.

16:17 **NATIONAL BOARD CERTIFICATION LEAVE**

Teachers who are actively engaged in the rigorous program leading to the securing of a National Teacher Certification from the National Board for Professional Teacher Standards may designate up to two (2) professional leave days as National Board Preparation Day(s). Designation of such a day shall not be deducted from the member's accrued sick leave balance.

**ARTICLE 17
WORK SCHEDULES**

17:1 Upon arrival, each teacher shall personally record his/her arrival at the school as shown by school time. Teachers assigned to morning duty shall record their arrival time prior to reporting to duty.

17:2 **WORK DAY**

17:2.1 With the exception of those teachers assigned to duty before or after school, teachers assigned to elementary schools shall not be on duty for longer than six hours and forty minutes daily. Teachers are tardy if they have not signed in ten (10) full minutes prior to the start of the student day.

17:2.2 **Beginning with the first (1st) day of student attendance and continuing for seventy-two (72) work days, teachers assigned to elementary schools shall not be on duty for longer than six (6) hours and fifty-five (55) minutes daily. After the seventy-second (72nd) day of student attendance, teachers shall not be on duty for longer than six (6) hours and forty (40) minutes daily.**

17:2.3 With the exception of those teachers assigned to duty before or after school, teachers assigned to secondary schools shall not be on duty for longer than seven (7) hours and five (5) minutes daily. Teachers are tardy if they have not signed in ten (10) full minutes prior to the start of the student day.

17:2.4 **Beginning with the first day of student attendance, and continuing for seventy-two (72) work days, teachers assigned to secondary schools shall not be on duty for longer than seven (7) hours and twenty (20) minutes daily. After the seventy-second (72nd) day**

of student attendance, teachers shall not be on duty for longer than seven (7) hours and five (5) minutes daily.

17:2.5 **Elementary and Secondary teachers shall be paid their pro rata rate of pay for the additional fifteen (15) minutes extension of the work day for seventy-two (72) days. Payment shall be made by separate check on the second (2nd) pay period in December.**

17:2.6 **The accumulated time accrued in Articles 17:2.2 and 17:2.4 shall be used solely for the purposes of professional development. There shall be a three (3) hour professional development meeting each month that will include one (1) of the faculty meetings allowed in Article 18:10.1, as well as a two (2) hour early release of students on the workshop days.**

17:3 Full time itinerant members of the Bargaining Unit shall be exempted from lunch supervisory duties, only if they travel from one site to another during lunch time.

17:4 Assignments of teachers to supervisory duty as well as the type of duty post shall be rotated on a fair and equitable basis.

17:4.1 Determination of general supervision duties necessary shall be made by the principal after consultation with the UNION Building Committee.

17:4.2 The principal and the Building Committee shall meet as required by 17:4.1 within two (2) weeks after the beginning of the school year and duty rosters shall be effective during the fourth (4) week after the beginning of the school year. Prior to the effective date of duty rosters, as required, the principal shall make duty assignments on a rotating basis.

- 17:5 No more than thirty-three percent (33%) of the eligible faculty shall be assigned to ten (10) minutes of duty each morning and ten (10) minutes of duty each afternoon in Elementary and Secondary Schools. On mornings when a faculty member is not assigned to duty, he/she shall engage in instructional preparation for the ten (10) minutes prior to the start of the student day. On mornings when a faculty member is assigned to duty, he/she shall engage in instructional preparation for the ten (10) minutes prior to duty.
(This provision does not apply to Support & Appraisal Employees.)
- 17:6 Except in the event of an emergency, teachers shall not be assigned to general supervision of students during their non-teaching period unless such teachers have more than the normal number of preparation periods.
(This provision does not apply to Support & Appraisal Employees.)
- 17:7 Each teacher shall have no less than an uninterrupted thirty (30) minute duty free lunch period.
- 17:7.1 The principal shall establish an equitable student lunch supervision schedule after consultation with the UNION Building Committee.
- Special Education teachers working with students who need direct supervision at all times, as stated in their IEP's shall not be assigned to general lunch supervision in order that they remain with their students. Additional lunch duty shall not be required.
(This provision does not apply to Support & Appraisal Employees.)
- 17:7.2 Secondary teachers assigned to the lunch period supervision, on a basis of one teacher per three hundred (300) students, shall have an additional

five (5) periods per week to perform lunch period supervision.

(This provision does not apply to Support & Appraisal Employees.)

- 17:8 The UNION and the BOARD agree that adequate general supervision of students is necessary at after school functions such as school plays, school fairs, athletic contests, proms, school dances and school talent shows.
- 17:8.1 The number necessary to properly supervise such functions shall be determined by the principal of each school. Compensation for such supervisory duty shall be paid at the rate of seven (\$7.00) dollars per hour.
- 17:8.2 Each principal shall request volunteers to perform supervisory duty at the function so designated. The assignment to such duty shall be made from the volunteer pool on an equitable rotating basis. In the event volunteers are not available, the principal shall assign such supervisory duty on an equitable rotating basis.
- 17:9 In elementary schools with 15 or fewer teachers and no assigned paraeducators, one teacher may be assigned to duty in addition to the numbers authorized in 17:5, provided the principal establishes a need for additional supervisory personnel.
(This provision does not apply to Support & Appraisal Employees.)
- 17:10 **SCHOOL CALENDAR**
- 17:10.1 The regular work year for members of the Bargaining Unit shall consist of two-hundred, **four (204)** paid days plus two (2) non-paid holidays.
- 17:10.1S The work year for all Support and Appraisal Personnel shall be ten (10) months (22 bi-weekly pay periods per year). Management has the right,

if necessary, to stagger the work year of child search employees in order that evaluations may be conducted during the summer.

17:10.2 The UNION and the BOARD shall mutually agree on the placement within the school calendar of the additional days. The topics for the State Development days mandated by R.S.17: 154 should be developed in consultation with the UNION.

17:10.3 On the two (2) teacher work days preceding the arrival of students, a minimum of fifty percent (50%) of the teacher's time shall be made available to teachers at their school site for preparing their rooms and materials for the arrival of their students, planning lessons, and collaborating with other teachers.

17:10.4 The last day of work shall be without student attendance in order for teachers to work on their records and year end closeout.

17:10.5 In the event that emergencies cause the closing of individual schools and/or the entire school system and makeup days are required, the BOARD shall consult the UNION on the scheduling of the makeup day(s).

17:11 Each elementary teacher shall escort his/her class to a designated point at the end of the school day for dismissal.

ARTICLE 18 WORKING CONDITIONS

18:1 PUPIL-TEACHER RATIO

18:1.1 The class size limits as provided below shall be established as per student numbers indicated on the Annual School Report. These class size limits

do not apply to traditionally large group instruction; e.g., physical education and music. The class size limits in these classes shall be 40 to 1. Special education teachers and federally funded positions are not included in these class size limits.

A. Elementary

Pre-K	20 to 1
K-3	26 to 1
4-6	33 to 1

Secondary

6 period day	150 to 1 (Daily Teaching Load)
7 period day	180 to 1 (Daily Teaching Load)

Four (4) by Four (4)

Block Schedule (Elective) 120 to 1 (Daily Teaching Load)

Four (4) by Four (4)

Block Schedule (Academic) 99 to 1 (Daily Teaching Load)

(This provision does not apply to Support & Appraisal Employees.)

18:1.2 A. During the second full week of a new school year, the principal shall adjust the numbers of students within each grouping of class periods in order to achieve reasonably equal numbers among those teaching that subject that period. (Example: All English I, all Kindergarten, all Physics, all Honors etc.,) unless there is reason to believe a class will be eliminated due to insufficient enrollment.

B. Management shall endeavor to finalize all changes in the schedules of students and teachers before the end of the second week of each semester.

(This provision does not apply to Support & Appraisal Employees.)

18:1.3 As new students enter the class or old ones leave, the assignment of new students will be made in such a manner as to continue these reasonably equal numbers.

(This provision does not apply to Support & Appraisal Employees.)

18:2 **SCHOOL SUPPLIES FUND**

In addition to the per pupil allocations in the General Budget, the BOARD will set aside twenty-five (\$25) dollars per Secondary member of the unit and thirty (\$30) dollars per Elementary member of the unit for a School Supplies Fund.

- A. Each member of the unit will be permitted to use the allotment to purchase supplemental materials for the instruction and/or enrichment of students.
- B. Materials purchased in this manner will become the property of the school system.
- C. Each member of the unit is responsible for providing the school principal or his/her designee with receipts verifying such expenditures.
- D. The deadline for applying for reimbursement shall be April 1st of each school year.
- E. In cases where the teacher is transferred, he/she shall be allowed to transfer the materials to his/her new assignment site, provided the materials are appropriate to the new assignment.
- F. Title I personnel, due to their externally funded program status, are excluded from this provision. However, such personnel may

apply for reimbursement for supplemental instructional materials if:

- 1. Such materials are not available through Title I requisitions;
 - 2. Prior principal approval is secured, (Such approval shall not be unreasonably denied); and
 - 3. Purchases do not exceed \$25 per Secondary member of the unit or \$30 per Elementary member of the unit.
- G. An elementary teacher who is involuntarily reassigned within the same school or to another elementary school to teach a grade or subject different from the teaching assignment they held the previous school year, shall be allotted two hundred (\$200) dollars for the purpose of purchasing instructional supplies/equipment. Prior Principal approval must be secured. Title I Personnel are excluded from this provision.
- H. The BOARD and the UNION will confer on the procedure to be followed in distributing to teachers the monies the State has earmarked for the purchase of school materials and supplies as a result of Act 17:354.

(This provision does not apply to Support & Appraisal Employees.)

18:2.1 Monies shall be available to reimburse teachers from the School Supplies Fund no later than the beginning of the second (2nd) semester.
(This provision does not apply to Support & Appraisal Employees.)

18:2.2 A Budget Planning Committee shall be appointed at each school. The Committee shall assist the principal in the planning of the school's budget

proposal for the coming school year. The UTNO Building Representative and Department/Team Chairpersons as identified in Article 20 shall be included on the School Budget Planning Committee.

(This provision does not apply to Support & Appraisal Employees.)

18:3 **ACTIVITIES FUND**

18:3.1 The principal shall consult with the faculty or with the UNION Building Committee concerning the number of school-wide fund raising activities, and the intended allocation of funds from each.

(This provision does not apply to Support & Appraisal Employees.)

18:3.2 A report listing income, expenses and net profits shall be distributed to the faculty within two weeks after the close of the accounts of the activity. In those instances where the accounts have not been finalized within 30 days of the activity an interim report shall be issued.

(This provision does not apply to Support & Appraisal Employees.)

18:3.3 Money earned through school activities shall be kept in a special school activities fund. The allocation of this money for school purposes shall be responsibility of a committee comprised of the principal, representatives from the UNION Building Committee, students and parents. The bookkeeping accounts relating to the school activity fund shall be open to review upon the request of any teacher.

(This provision does not apply to Support & Appraisal Employees.)

18:3.4 The principal shall consult with the faculty when the school participates in a cooperative fund-raising activity with an outside group.

The faculty shall be informed how expenses and profits from such activities will be shared and spent. An accounting of the event shall be made in keeping with 18:3.2 for that portion of the receipts given to the school.

(This provision does not apply to Support & Appraisal Employees.)

18:3.5 In those schools that do not have an assigned Business Manager and a teacher is assigned the responsibility of preparing the financial records and reports, said teacher shall be paid an annual salary supplement of five-hundred dollars (\$500) per year or receive additional planning time.

18:4 **STUDENT GRADES**

18:4.1 If a computational or other mechanical fault in the assignment of student grades is discovered, the principal shall notify the teacher that a correction has been made and shall discuss the matter with the teacher if the teacher so requests.

(This provision does not apply to Support & Appraisal Employees.)

18:4.2 **Student grades should not be changed except for just cause. In the event an administrator changes a student's grade, the administrator shall give the teacher prior notice in writing and shall discuss the matter with the teacher prior to making a change.**

(This provision does not apply to Support & Appraisal Employees.)

18:4.3 If the teacher, after such discussion, so desires, the teacher may appeal the matter to the **Area Superintendent.**

(This provision does not apply to Support & Appraisal Employees.)

18:4.4 Teachers shall be given three (3) workdays in order to complete grade scan sheets at the end of each marking period.

18:5 PREPARATIONS

18:5.1 Each secondary teacher shall be scheduled for five (5) planning periods per week.
(This provision does not apply to Support & Appraisal Employees.)

18:5.2 Each elementary teacher shall be scheduled for a minimum of 90 minutes of planning time per week. Elementary planning periods shall not be less than 30 minutes each. Implementation of this provision shall not result in exceeding the pupil/teacher ratio established in 18:1.1. Weekly planning time shall be suspended the first five (5) days and last ten (10) days of student attendance.
(This provision does not apply to Support & Appraisal Employees.)

18:5.3 Each elementary teacher, when, and if, relieved by an itinerant teacher, or when the librarian becomes the teacher of record while conducting a scheduled library class, shall be permitted to utilize that relieved time as a planning period.
(This provision does not apply to Support & Appraisal Employees.)

18:5.4 A teacher may be assigned by the principal on an equitable rotating basis to substitute during his/her planning period. If so assigned, a teacher shall be paid nine dollars and fifty cents (\$9.50) for each period of such substitution. When students are distributed and no substitute is employed, the students shall be distributed among not more than three (3) teachers of the same grade/subject, if such is possible. The teachers receiving the students shall divide equally the amount of fifty-seven dollars per day, (\$57.00) or nine dollars and fifty

cents (\$9.50) per class period if the distribution is less than a whole day.

In those schools that use the 4x4 block schedules and no substitute is employed, the teachers receiving the students shall divide equally the amount of fifty-seven (\$57) dollars per day, or nineteen (\$19) dollars per class period if the distribution was less than a whole day.

Teachers who are assigned to administer system wide standardized tests during their planning period are not eligible for pay under this provision. Such assignments shall be equitably rotated where possible. The records shall be maintained by the principal and counter signed by the substituting teachers. Payment shall be made twice each school year on a paycheck in January and the final paycheck of the school year.

(This provision does not apply to Support & Appraisal Employees.)

18:5.5 During the planning period, teachers may leave a school site for job-related purposes with permission from the principal. Occasionally, the teacher may request permission of the principal to leave the school site for personal business. Such permission shall not be unreasonably withheld. Teachers are required to sign out stating the reason for leaving the school site.

(This provision does not apply to Support & Appraisal Employees.)

18:5.6 During their duty free lunch period, teachers may leave a school site after notifying the principal, except in event of emergency.

(This provision does not apply to Support & Appraisal Employees.)

18:5.7 When leaving a school site during the work day, teachers shall sign out in the payroll register

(Employee Attendance Record) normally located in the school office. Teachers shall sign in upon their return to the school site.

18:5.8 Teachers shall return in time to meet their assigned responsibilities.
(This provision does not apply to Support & Appraisal Employees.)

18:5.9 Members of the Bargaining Unit shall not be assigned or allowed to perform assignments which cause them to be frequently away from their regularly assigned classes.

18:6 TEACHER SCHEDULES

18:6.1 On or before April 15th of the school year, each teacher may submit a schedule preference to the principal. Such teacher's "schedule preference" shall be given consideration on the basis of seniority, past experience and job qualification. The utilization of "schedule preferences" shall not serve to displace any elementary teacher from the position held the previous year.
(This provision does not apply to Support & Appraisal Employees.)

18:6.2 Written notice of each teacher's tentatively assigned teaching schedule for the succeeding year shall be placed in each teacher's mailbox not later than ten (10) school days before the end of the school year. In the event that unforeseen circumstances occur after the posting of the tentative assignments, by the completion of the Annual School Report, teachers may have their tentative schedule changed.
(This provision does not apply to Support & Appraisal Employees.)

18:6.3 Teachers shall be equitably assigned students based on academic performance and behavior. If a teacher feels he/she is being inequitably assigned

classes involving different levels of student achievement and/or discipline problems, such teacher shall first discuss the matter with the **Area Superintendent.**
(This provision does not apply to Special Education classes, Special Programs and Support & Appraisal Employees.)

18:6.4 The parties recognize that a principal has the right to assign and reassign members of the unit to teaching assignments and/or instructional locations. Reassignment to a different teaching assignment and/or instructional location at a school by a principal shall not be done unless for just and sufficient cause.
(This provision does not apply to Support & Appraisal Employees.)

18:6.5 The decision to move a seniored teacher to another grade or certified subject for the purpose of saving a less seniored teacher from surplusage shall not be considered just and sufficient.
(This provision does not apply to Support & Appraisal Employees.)

18:6.6 Unless combination classes are inherent within the composition of the school's philosophy, combination classes shall not occur when it is possible to assign students to a single grade level class without exceeding the maximum class size limits in keeping with 18:1.1.

When it is necessary to establish a combination class:

- A. The combination class shall include independent learners from the lower grade;
- B. A class size with five (5) fewer students than the maximum class size for the lowest grade level from which the combination class is developed whenever possible;

- C. The teacher shall have an additional 30 minutes of planning time whenever possible;
- D. The teachers of combination classes shall be allotted an additional \$100.00 per year for school supplies.
(This provision does not apply to Support & Appraisal Employees.)

18:7 **FACULTY LUNCHROOM FACILITIES**

18:7.1 At the beginning of each school year if a separate faculty lunch area is not made available, the UNION Building Committee may, at its request, meet with the principal to determine if space is available. When a mutual determination is made that such space is available, it shall be utilized as a separate faculty lunch area.

18:7.2 If space for a separate faculty lunchroom is not available an area of the cafeteria shall be designated as the faculty lunch area and separated by screening, except if the cafeteria is too small to be utilized in this way.

18:8 **TEACHER MAIL BOXES**

18:8.1 Each member of the Bargaining Unit shall have an individual mailbox or mail slot at his/her assigned school(s) or assigned work location(s) not later than thirty (30) days after the start of the school year.

18:8.2 Such mailboxes or mail slots shall be suitably marked with the individual's name.

18:8.3 Mail addressed to teachers shall be placed in appropriate boxes or slots within twenty-four (24) hours of delivery to the school.

18:9 **TELEPHONE FACILITIES FOR TEACHERS**

18:9.1 School phones shall be installed in faculty members lounges in order that faculty members may conduct necessary school business. If necessary, school phones may be utilized for personal business which is urgent in nature, local, and providing the telephone call does not interfere with school business.

18:9.2 Emergency phone messages shall be relayed to teachers immediately.

18:9.3 **Bargaining Unit members shall be allowed to have in their possession cellular phones. Cellular phones should not be used during instructional time, except in case of an emergency. Otherwise, phones shall remain in the off mode.**

18:10 **FACULTY MEETINGS**

18:10.1 Except for conferences with their principals, teachers may be required by the principal to attend up to eighteen (18) meetings per school year. These eighteen (18) meetings may include one (1) open house, three (3) PTA/PTO/ report card conferences and the graduation ceremony of the school to which they are assigned.

Teachers may be required to return to school at night on no more than four (4) occasions to attend the meetings identified above. Except for graduation ceremonies, all such conferences shall not take place on the weekend or holidays.

Senior High graduation ceremonies may be held on the weekend and may constitute a fifth night meeting.

Teachers shall not be required to attend more than two (2) such meetings in any one month. Meetings

held for the purposes of SACS accreditation are not subject to this provision.
(This provision does not apply to Support and Appraisal Employees.)

18:10.2 The principal shall provide an agenda twenty-four (24) hours prior to such meetings.
(This provision does not apply to Support & Appraisal Employees.)

18:10.3 General faculty, administrative and/or curriculum related meetings shall begin not later than fifteen (15) minutes after the end of the students' regular school day. Teachers are to remain for no more than sixty (60) minutes to consider items on the agenda, including items proposed under 2:15.3. In the event that new items are suggested for discussion and the sixty (60) minute time limit has been exhausted, the faculty may elect by majority vote to extend the meeting for up to 20 minutes.
(This provision does not apply to Support & Appraisal Employees.)

18:11 PUBLIC ADDRESS SYSTEM

18:11.1 The public address system shall be used for announcements only during two regularly scheduled periods each day. School-wide paging, except in emergencies, shall be prohibited. The public address system shall not be used for evaluation or monitoring of teachers. The public address system shall not be used to reprimand or criticize teachers.

18:12 PARKING

18:12.1 Should sufficient free parking not exist at their work location, the BOARD shall provide members of the Bargaining Unit with contracted parking.

18:13 CLASS ASSIGNMENTS

18:13.1 Secondary teachers shall be scheduled into not more than two (2) subject assignments daily except as required in order for the teacher to have a full-time schedule. (Examples of subject assignments are Physics and General Science, or General Math and Algebra etc.)
(This provision does not apply to Support & Appraisal Employees.)

18:14 TEACHING MATERIALS

18:14.1 The BOARD shall continue to provide teacher attendance books, paper, pencils, chalk, erasers and such other materials which assist with the performance of daily teaching duties sufficient to implement the curriculum within budget limitations.

Teachers shall be provided with an inventory of available teaching materials at the beginning of the school year. The list shall be updated as new materials arrive.

(This provision does not apply to Support & Appraisal Employees.)

18:14.2 Teachers may submit a school requisition form to the principal for textbooks and teaching materials. If the requested materials are not delivered to the school within fifteen (15) school days, the textbook office or the central purchasing department upon request shall notify the teacher/school in writing of the disposition of the requisition, giving the reasons for the delay in delivering the requested materials. Such response shall be made within five (5) school days of receipt.

(This provision does not apply to Support & Appraisal Employees.)

- 18:14.3 All annually requisitioned materials which arrive during the summer shall be distributed to the teachers at the beginning of the school year. **(This provision does not apply to Support & Appraisal Employees.)**
- 18:14.4 Teachers are invited to recommend additions to the materials, magazines, supplies and audio-visual supplies used within the school system. **(This provision does not apply to Support & Appraisal Employees.)**
- 18:14.5 The implementation of this section shall be appropriate for discussion at the monthly meeting between the principal and the UNION Building Committee. **(This provision does not apply to Support & Appraisal Employees.)**
- 18:14.6 Each teacher shall be supplied textbooks selected by the school for the subject(s) he/she teaches in quantities sufficient to provide each student with a personal copy as they become available within the school.
- To the extent funds are available, management shall requisition a sufficient number of the appropriate textbooks in time to have books available to students by the beginning of the school year. **(This provision does not apply to Support & Appraisal Employees.)**
- 18:14.7 The Principal, after conferring with department chairpersons/grade level chairpersons shall determine the amount of funds from the per-pupil allocation which shall be allocated to instructional needs. The department chairperson/grade level chairperson and members of the department shall determine how the funds allocated to their respec-

tive grade levels/departments shall be spent with the approval of the Principal.

- 18:14.8 The BOARD shall take steps to insure the timely ordering, receipt, warehousing and distribution to schools of requisitioned textbooks, teaching equipment and supplies.
- 18:14.9 Teachers shall have ready access to a copy machine and/or duplicating machine and sufficient paper to implement their curriculum within budget limitations.

18:15 SCHEDULING OF STUDENTS

- 18:15.1 Members of the Unit who wish to gain administrative experience may request the opportunity to work on the master scheduling or the adjustments of master scheduling of students provided such teachers perform such work after regular school hours.
- 18:15.2 In all secondary high schools, a person will be assigned to work with the master schedules of students during the summer to complete the schedules of students in order that all students are scheduled at the beginning of the year except for late students. A stipend will be provided.

18:16 HOLIDAYS

18:16.1 2003-2004 HOLIDAYS

Independence Day	July 4, 2003
Labor Day	Sept. 1, 2003
Convention Days	Nov. 24, 25, 26, 2003
Thanksgiving	Nov. 27, 28, 2003
Christmas Vacation	Dec. 22, 2003-Jan. 2, 2004
Martin L. King	Jan. 19, 2004
Mardi Gras	Feb. 23, 24, 25, 2004
Spring Break	April 8, 9, 12, 2004

18:16.2 **2004-2005 HOLIDAYS**

Independence Day	July 4, 2004
Labor Day	Sept 6, 2004
Convention Days	Nov. 22, 23, 24, 2004
Thanksgiving	Nov. 25, 26, 2004
Christmas Vacation	Dec. 20-31, 2004
Martin L. King	Jan. 17, 2005
Mardi Gras	Feb. 7, 8, 9, 2005
Spring Break	March 24, 25, 28, 2005

18:16.3 **2005-2006 HOLIDAYS**

Independence Day	July 4, 2005
Labor Day	Sept. 5, 2005
Convention Days	Nov. 21, 22, 23, 2005
Thanksgiving	Nov. 24, 25, 2005
Christmas Vacation	Dec. 19-30, 2005
Martin L. King	Jan. 16, 2006
Mardi Gras	Feb. 27, 28, Mar. 1, 2006
Spring Break	April 13, 14, 17, 2006

18:16.4 **SPRING BREAK**

18:16.5 Holy Thursday and Easter Monday shall be non-paid vacation days for members of the Bargaining Unit who are not entitled to annual vacation leave. To make up for this time, two (2) days shall be added to the end of the school year.

18:16.6 Holy Thursday and Easter Monday shall be regular work days for members of the Bargaining Unit who are entitled to annual vacation leave. Employees who wish to be absent on Holy Thursday and Easter Monday can utilize available leave time in keeping with BOARD policy.

18:17 **SCHOOL BASED SUBSTITUTES**

18:17.1 Schools assigned school based substitutes shall utilize such substitutes to cover the class of absent teachers. School based substitutes may be utilized

to perform tasks other than substituting only when there are no classes in which to substitute.

18:18 **EMPLOYEE NUMBER**

The BOARD agrees that the Employee Number shall be the uniform way in which employees shall be identified. The employee Social Security Number shall be removed from sign-in sheets, reports, employee payroll checks and other Board Reports and forms which are available for public viewing.

18:19 **EMPLOYEE ASSISTANCE PROGRAM**

18:19.1 The BOARD shall establish and maintain an Employee Assistance Program.

18:20 The BOARD shall fund a position for an UTNO Trouble Shooter whose sole responsibility shall be to work for the speedy resolution of problems/conflicts which may arise. Such problems shall not include those problems/conflicts for which the AGREEMENT already provides procedures for resolution; i.e. grievances and disciplinary hearings.

ARTICLE 19

**TEXTBOOK SELECTION/CURRICULUM
REVIEW COMMITTEES**

(This Article does not apply to Support & Appraisal Employees.)

19:1 One-half (1/2) of the members of Textbook Selection Committees shall be teachers. The president of the UNION shall select the teacher members in accordance with the designated categories of teachers.

19:2 The BOARD and the UNION recognize that basic texts and supplementary materials should be cho-

sen with a multi-cultural, multi-ethnic, and multi-racial perspective as an important criterion, and the Textbook Selection Committee shall attempt to select such from the State List of Approved Textbooks for recommendation.

- 19:3 The UNION shall appoint members of the unit who meet criteria established by the BOARD to serve as teacher representatives on committees appointed for curriculum review.

**ARTICLE 20
DEPARTMENT/GRADE CHAIRPERSONS
AND TEAM LEADERS**

(This Article does not apply to Support & Appraisal Employees.)

- 20:1 A recommendation shall be made to the principal regarding the selection of department heads, grade chairpersons and team leaders in accordance with the following:
- 20:1.1 The recommendation shall be made by means of a secret ballot conducted among the affected members of the grade or departments.
- 20:1.2 The election shall take place by the thirtieth (30th) school day of each school year.
- 20:1.3 Secondary department heads must hold Louisiana certification in the subject area of their department. Elementary chairpersons must hold Louisiana elementary certification. Team leaders and special education chairpersons must be certified in one of the subjects in the team/department. All chairpersons/department heads/team leaders must have at least three years of teaching experience and must hold or be working on an advanced degree.

- 20:2 If no member of the grade or department receives a majority of the votes of the grade or department, the principal shall select the department head, elementary grade chairperson or team leader.

- 20:3 If the principal selects a department head, elementary grade chairperson or team leader other than the one recommended, it shall be for a good and substantial reason.

- 20:4 If a department head position becomes vacant, it shall be filled by the provision of 20:1.1 within two (2) weeks of the vacancy.

- 20:5 Each department/team shall consist of at least three (3) members before department/team leaders are elected at a secondary school. Elementary schools shall elect an upper grade level, a lower grade level, and a special education department chairperson in each of these areas when there are at least three (3) full-time members in the area.

20:6 SECTION 504 CHAIRPERSONS

In those circumstances when a teacher is required to serve as a Section 504 Chairperson, the teacher shall be relieved of homeroom duty, lunch duty and/or other such duties as defined in Article 17:5.

- 20:6.1 The Section 504 Chairperson shall be assigned an extra planning period per day while working in this capacity, whenever possible.**

**ARTICLE 21
RESEARCH AND DEVELOPMENT**

- 21:1 Information concerning announcements relative to sources of research funding, seminars, fellowships, university courses, private foundation

grants and federal grants, other than those included in the Catalog of Federal Education Assistance Programs received in the **Superintendent's** Office that are for dissemination to all teachers, shall be included in the **Superintendent's** Bulletin and/or Announcement's Bulletin allowing reasonable time for compliance with application requirements. Information concerning all such announcements shall be available in the Human Resources Department.

ARTICLE 22 PAYCHECKS/PAYSLIPS

22:1 All pay will be delivered by direct deposit to an employee's checking/savings account, or by debit card when available, or U.S. mail to the employee's home on payday.

Payslips shall be delivered to the employee's work location two (2) days prior to payday and shall be available no later than 11:00 a.m., except where mechanical, technical or delivery problems make this impossible.

Funds will be available in the employee's account, no later than 11:00 a.m. on payday, except when mechanical, technical or delivery problems make this impossible.

22:1S Paychecks/payslip statements will be available to Support and Appraisal Personnel no later than 11:00 a.m. on pay day, except when mechanical, technical or delivery problems make this impossible. Support and Appraisal staff wishing to receive his/her paycheck/payslip at a specific school location or at the Payroll Office at the Timbers Park Administrative Offices - 3510 General De Gaulle Drive may request such in writing to the Director of Exceptional Children's Services no less than

two (2) weeks in advance of the initiation of the change.

22:2 Teachers may retrieve their payslips as their responsibilities permit after the arrival of such payslips. Payslips shall be placed in individual envelopes, identified with the teacher's name and location code.

22:3 If an error (\$50.00 or less) is brought to the attention of the Payroll Office in time that it can be verified prior to the end of business on a Tuesday, the correction of that error will be made in a check issued the following Friday.

If an error exceeds \$50.00, the affected employee shall confer with the person who prepares the payroll at his/her work site to try and resolve the problem. The payroll preparer shall contact the Payroll Office on a special telephone line dedicated for this purpose. If the payroll problem is resolved, the affected employee can make arrangements with the Payroll Office to pick-up the check after school hours, or have the check mailed within 48 hours. If the payroll problem is not resolved in this manner, upon personal appearance at the Payroll Office, the affected employee shall be entitled to have the error corrected within 48 hours, provided the employee has submitted all necessary data prior to the issuance of the check in question.

22:3.1 Failure to meet the requirements of 22:3 shall cause immediate rectification, when validated and possible, by presentation of the problem to the Supervisor of Payroll.

22:4 Each pay check/payslip shall contain the following information:

- a. number of unused current and accrued sick leave hours.

b. description of each deduction.

22:5 When a pay day falls on or during a school holiday, members shall receive their pay checks on the last work day preceding the holiday.

22:6 Teachers shall be paid bi-weekly for twenty-six (26) pay periods. Those teachers who wish to be paid on a bi-weekly twenty (20) pay period basis may so elect by filing a notarized statement with the Payroll/Human Resources Department between May 1 and May 15.

Those employees who select the twenty (20) pay plan shall remain on such plan until such time as they file a notarized statement with the Payroll/Human Resources Department authorizing a conversion to the twenty-six (26) pay plan. Such notarized statements may only be filed between May 1 and May 15 of each school year.

22:7 Employees shall have the option of direct deposit of their payroll checks into their checking/savings accounts at a local financial institution of their choosing. Said deposits shall be made on the employee(s) regularly scheduled pay day.

22:7.1 No later than the first regular pay period following the end of each semester grading period, teachers shall receive a separate check covering the 1st semester for any stipends owed or for other approved activity conducted by the BOARD during the semester which would earn a stipend. Employees who earn a stipend check shall simultaneously receive an accounting detailing the date of the event/activity, the nature of the event/activity, and amount of the stipend for each event/activity.

22:7.2 The stipends shall be taxed at the rate of the employee's regular paycheck.

ARTICLE 23 SENIORITY

23:1 Seniority is defined as an employee's length of continuous service with the BOARD since his/her last date of hire as determined by the date affixed by the teacher when he/she signed his/her teacher employment agreement. In the absence of the above, the date of hire shall be the first day the teacher reported for work.

23:2 Each school year, the BOARD shall make available a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the UNION. New employees' names will be forwarded to the UNION monthly thereafter.

23:3 For the purpose of defining seniority, an employee's continuous service record shall be broken only by job abandonment after official action by the BOARD terminating the individual, voluntary resignation, discharge or retirement.

23:4 Seniority in the system shall be the determining factor for identifying regular teachers who are to be declared surplus or laid off due to a reduction in force and/or involuntarily transferred except as defined in 11:3.

23:5 When system-wide seniority is equal between two or more teachers, seniority shall be judged according to (a) building seniority, where applicable, (b) advanced degrees, (c) continuous service in the subject or grade level, in that order, until an inequity develops.

23:6 A Title I teacher who is involuntarily reassigned to a regular teaching position at his/her school due to a reduction in Title I positions, shall be given priority over voluntary applicants should a Title I

position become available at his/her school within one (1) year.

- 23:7 When a Title I vacancy occurs at a school site, members of that school staff shall be given first (1st) consideration at filling said vacancy over persons from other work locations.

ARTICLE 24 SYSTEM-WIDE CLOSING OF SCHOOLS

- 24:1 No member of the unit shall suffer loss of pay or benefits should the system temporarily close schools due to a natural disaster, civil riot or other reasons as determined by the BOARD provided that such action is not necessitated by participation in a labor dispute. However, such members of the unit may be required to make up such lost time providing the state minimum requirement for student days has not been fulfilled or waived by the state and such work can be performed prior to the thirtieth (30th) day of June in that school year.

ARTICLE 25 EVALUATION

- 25:1 The evaluation of teachers shall be in accordance with applicable laws. This article shall not be subject to the arbitration clause of the grievance procedure.
- 25:2 Unless he/she has been evaluated "unacceptable," the formal observations and evaluations of a member of the Bargaining Unit shall be made by the principal, assistant principal or the immediate supervisor.
- 25:3 There shall be at least ten (10) school days between formal observations.

- 25:4 Members of the unit shall be notified of an unacceptable evaluation completed by the member's immediate supervisor not later than May 15.

- 25:5 Members of the unit who believe that they have been evaluated unfairly or improperly as outlined in the Personnel Evaluation Plan of the New Orleans Public Schools, or who are dissatisfied with their evaluation, shall have the right to the appeals process as contained in the Personnel Evaluation Plan. Only unsatisfactory ratings may be appealed to the **Superintendent**/designee.

If the member of the unit is not satisfied with the decision of the **Area Superintendent**, he/she shall have the right to appeal the decision to the **Superintendent** or his/her designee within ten (10) school days. The **Superintendent**/designee shall meet with the member and his/her representative and render a decision on the appeal within fifteen (15) school days after receipt of the appeal.

ARTICLE 26 PERSONAL PROPERTY LOSS

- 26:1 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 batteries) and vandalism (including smashed windshields and slashed tires). Excluded from this provision is currency and other automobile damage which has not made the automobile inoperable. The limitation for any claim incident under this provision shall be \$500 of the uninsured loss. Further, to be eligible under this provision, the employee must exercise reasonable care.

**ARTICLE 27
UTNO ENDORSED PROGRAMS**

- 27:1 The BOARD shall grant payroll deduction privileges to a maximum of two (2) insurance programs endorsed by UTNO's governing boards and subject to applicable fees only after completion of the procedures outlined in the BOARD's Payroll Deduction Policy and Regulations, including satisfaction of the procedures outlined in Procedures for Establishment and Continuance of Various Type of Voluntary Deductions (Regulation 3451.2-R, Section 3) with the only exception being a participation requirement of a minimum of fifty (50) participating members.
- 27:2 Upon completion of requirements contained in Article 27:1, representatives of UTNO endorsed insurance program(s) approved under Article 27:1 shall receive an Approval to Solicit Letter and may request of the building administrator that they be placed on the agenda of the next scheduled faculty meeting. Such approval shall not be unreasonably withheld. Such presentation shall occur only after the conclusion of the Principal's agenda and shall be limited to one (1) agenda presentation during each semester of the school year.
- 27:3 **ANNUITY FUNDS**
- 27:3.1 Each teacher shall be eligible to participate through payroll deduction in a tax sheltered annuity plan selected by UTNO provided the company that is underwriting the program has met the requirements of Board Regulation 3451.2-R.
- 27:4 UTNO shall indemnify, defend and save claims, demands, suits, or other forms of liability that shall rise out of or by reason of any actions taken by the BOARD in compliance with the provisions of Articles 27:1, 27:2 and 27:3.

**ARTICLE 28
CENTER FOR PROFESSIONAL GROWTH
AND DEVELOPMENT**

- 28:1 The Center for Professional Growth And Development shall be administered by the UTNO Health and Welfare Fund Board of Trustees. The Board of Trustees shall govern, administer, operate, monitor and supervise the planning, development, implementation and evaluation of all Center for Professional Growth And Development functions, activities and programs.
- 28:2 A Professional Development Committee composed of five (5) UNION representatives and five (5) management representatives shall be established to identify, review, develop, support and recommend professional development opportunity for teachers.

**ARTICLE 29
SUMMER SCHOOL**

(This Article does not apply to Support & Appraisal Employees.)

- 29:1 All teachers interested in teaching summer school shall make application as directed with proper notice. A list of all those who applied prior to April 1 shall be provided to the UNION on or about April 15.
- 29:1.1 When there is a decision to operate a summer program in a school, Bargaining Unit members interested in working will make application as directed with proper notice.
- In filling these positions, selection will be based on certification and qualifications. Consideration will be given to Bargaining Unit members who

work at the school in which the program(s) will operate.

The staff in all summer programs shall turnover in keeping with the provisions of 29:4.

Employment in two or more programs may be combined if programs are of short duration and limited hours.

29:2 Unless not available, teachers selected to teach in summer school shall be tenured, shall be certified and shall have taught that particular subject the previous school session.

29:3 The teachers who comprise the core staff in any individual summer school shall be notified by June 1. All other teachers shall be notified as early as possible subject to the limitations of final enrollment figures of their selection for the summer session teaching assignment.

29:4 Twenty percent (20%) of each individual summer school staff shall not teach in any summer school the following year. To select the twenty percent (20%), attrition will first be followed. Thereafter, to achieve the twenty percent (20%), those separated will be selected in descending order from those with the greatest amount of continuous past service in summer school. A roster of persons selected to work in summer school shall be posted one (1) week prior to the start of summer school at each summer school work site, at 3510 General DeGaulle, 4300 Almonaster, The Center for Professional Growth and Development, 4600 Paris Avenue, McDonogh 16 and the UNION. The roster shall include the number of continuous summer school years worked next to each name beginning with the 1987-88 school year.

29:5 Space will be provided in each school for summer school supplies.

29:6 The decision as to whether a summer school program shall be operated is the sole determination of the BOARD. Such determination shall be made prior to May 1st.

ARTICLE 30 LIBRARIANS

30:1 The work day for secondary librarians shall begin fifteen (15) minutes prior to the regular instructional staff's and end fifteen (15) minutes after the completion of the school day. Elementary librarians shall not be on duty for longer than six (6) hours and forty (40) minutes daily.

30:2 The librarian and the teacher shall meet quarterly to collaborately plan and to assure effective use of the library and library information resources.

30:2.1 Elementary teachers shall not be required to remain in the library during the time their classes are officially scheduled. Teachers shall be responsible for the supervision of their classes enroute to and from the library. Teachers shall be prompt in meeting their students at the conclusion of their library period to insure a smooth flow of students coming to and leaving the library. The rotational scheduling of classes to the library shall not exceed 4.5 hours per school day.

30:2.2 Librarians assigned to elementary schools shall be provided **an uninterrupted** 90 minutes per day to perform library management tasks **whenever possible**. This relieves all responsibility under Article 18:5.2

30:2.3 In schools with assistant clerical staff and without assigned Library clerical assistance, the principal shall convene a meeting at the beginning of the school year with the librarian and the clerical staff

- to develop a written plan of clerical assistance for the library.
- 30:2.4 Librarians shall teach library skills as needed in coordination with classroom assignments.
- 30:2.5 Librarians shall not be used as Test Administrators or Test Co-coordinators for system-wide testing except in emergencies.**
- 30:3 Secondary librarians shall not be assigned administrative clerical or supervisory duties outside library-related activities. When elementary librarians are scheduled for duty, they shall be assigned to perform such duty in the library.
- 30:4 Elementary and secondary librarians shall not conduct regular library activities during the first five (5) days of student attendance and the last ten (10) days of the school calendar. Classes and book circulation shall be suspended during these periods. Libraries serviced by itinerant librarians shall not conduct regular library activities during the first ten (10) days of student attendance and the last fifteen (15) days of the school calendar. Librarians shall be permitted to attend to library tasks and job responsibilities during these days.
- 30:5 A time shall be set aside on the principal's agenda during the first week of school for an explanation of the library program and services by the assigned librarian.
- 30:6 Student teachers shall not take the place of the regularly assigned teacher during scheduled library periods, unless that student teacher has assumed full teaching responsibilities in the regular classroom setting. Paraeducators shall continue to provide assistance to students when the classes of the students they serve are scheduled for library period.

- 30:7 The scheduling of classes to the library in elementary schools shall be the responsibility of the librarian subject to the approval of the principal.
- 30:8 The librarian shall be consulted regarding any decision to utilize federal or state library funds.
- 30:9 The principal shall consult with the librarian in establishing the library budget at the schools.
- 30:9.1 Librarians shall receive a budget the first week of the school year. The budget shall be utilized to purchase the necessary materials to operate the library.
- 30:10 If an itinerant librarian has been assigned to a school for at least one school year and the school requires the services of a full-time librarian, the itinerant librarian shall serve in the full-time position if the principal and itinerant librarian mutually agree. If the itinerant and the principal do not agree:
- Itinerant librarians who have been assigned to a school for at least one school year shall, upon voluntary application, be interviewed in addition to the three most senior voluntary applicants in accordance with Article 10 in the event the school requires the services of a full-time librarian. The denial of a request for transfer shall be for supportable cause and the reasons therefor shall be provided to the itinerant librarian in writing if requested.
- 30:10.1 A list of itinerant librarians shall be provided to the UNION at the completion of the 30-day enrollment count.
- 30:11 A list of all known full-time librarian vacancies shall be posted at each school on May 15th. Between May 16th and June 30th, newly identified

vacancies shall be posted at the Administrative Center.

30:12 Librarians shall not be required to make up missed classes.

30:13 Seniority for School Librarians shall be determined by combining the number of years of system-wide seniority with the number of years assigned as a librarian in the school district, then dividing the sum by two. The resulting number shall indicate the number of years of library seniority when there is a need to surplus a librarian.

30:14 In elementary schools, 2 classes shall not be regularly scheduled at the same time for library services.

30:15 The following provision shall be made in the event of disasters, renovations or relocations of libraries; Personnel under the supervision of the librarian shall be provided time by the principal to complete needed tasks, until the use of the library shall be decided by the principal and the librarian.

ARTICLE 31 SCHOOL SOCIAL WORKERS

31:1 WORKING CONDITIONS

31:1.1 Each School Social Worker shall be provided with sufficient work space which takes into account the needs of students and space requirements of the building following discussion with the principal. In designating the space, the confidentiality of the student-social worker relationship shall be considered. Social workers shall be designated a work area at the central offices.

31:2 A resource room containing current and up-to-date relevant material and publications relating to the social work profession shall be maintained at the central office for school social workers.

31:3 School social workers shall not be solely responsible for the disposition of children who have been suspended because of disciplinary reasons.

31:4 Required in service training activities for Social Workers shall take place during their regular work day. Beyond the first two (2) scheduled inservice days, all additional inservice days shall take into consideration the needs of Social Workers as identified on the Annual Staff Assessment Form. **Social Workers shall receive approval from their immediate supervisor to attend professional workshops during the school year, without loss of pay or accrued sick leave days, in order to maintain their Louisiana State Social Workers License.**

31:5 School Social Workers shall not be assigned to more than three (3) schools. Additional assignments beyond the three base schools shall be made after a review of case loads. Additional schools shall be added in a manner that equalizes the case load among social workers.

31:6 School Social Workers work day shall not be longer than seven (7) hours and fifteen (15) minutes daily. A thirty (30) minute duty free lunch period shall be included in the seven (7) hours and fifteen (15) minutes workday.

31:6.1 **Social Workers who are mandated to appear in Evening Court shall be given compensatory time which shall be taken during the following pay period.**

Compensatory time shall not be banked for longer than a two (2) week period.

- 31:7 A private telephone shall be available at each school for the exclusive use of the School Social Worker, Nurse and the SHL Specialist.
- 31:7.1 Social Workers shall protect the client's rights to confidentiality in compliance with the Louisiana State Social Workers Licensing Board.**
- 31:8 A case which may be handled in the following school year without detriment to the student shall not be assigned twenty one (21) work days prior to the end of the school year.
- 31:9 School Social Workers shall be afforded one half day per week, as needed, to report to the Central Office. The designated reporting shall be used for case management/supervision which cannot be performed at the school site.
- 31:10 On the first workday of each school year each School Social Worker shall be provided a listing of all currently assigned cases for each assigned school. The listing shall include such identifying information as parents' names, addresses, social security numbers, students' dates of birth and grades.
- 31:11 School Social Workers shall be provided clerical assistance at the central office.
- 31:12 School Social Workers shall be assigned to the central office for the purpose of staff development and case management two (2) days during the first ten (10) days of the school calendar year.
- 31:13 When a Social Worker's responsibility entails visiting homes to gather data or confer with a parent and the area in which the home visitation is to be made poses a threat to the health and safety of the Social Worker, the following may be employed:

- A. The Social Worker may request that the parent come to the school or Central Administrative Office to meet with the Social Worker and provide the necessary documents or;
- B. The Social Worker may request that the BOARD provide for an escort for the Social Worker to go to the home of the student.

31:14 School Social Workers shall be notified of all known vacancies within the Social Work Department. All vacancies shall be posted in the Superintendent's Bulletin. A pool of candidates consisting of new applicants and current employees for the vacancy shall be maintained by the Human Resources Department. Vacancies throughout the school year will be filled through this pool.

ARTICLE 32 INSTRUMENTAL MUSIC TEACHERS

- 32:1 The daily attendance payroll forms for itinerant music instructors shall be validated by the principal or his/her designee.
- 32:2 Itinerant music instructors are encouraged to provide their principals with information concerning their students' instrumental music skills that will enable the principals to schedule teams with due regard for the assignment of students to the appropriate music classes.
- 32:3 Instrumental Music teachers may consult with the principal concerning placement of middle school students in music classes across team lines.
- 32:4 The principal shall consult with the Instrumental music instructors in establishing the department budget at the school.

- 32:5 To the extent possible middle school students shall be placed in classes according to their musical ability and instrumentation as determined by the music teacher.
- 32:6 The principal shall support the Instrumental Music Teacher by requesting regular classroom teachers to release their students in a timely manner to the music class as scheduled.
- 32:7 The Instrumental Music Department in senior, junior and middle schools shall be allotted six hundred (\$600) dollars per year for the purchasing, repair and upkeep of musical instruments, equipment, uniforms, music as well as student transportation.
- 32:10 Transportation shall be paid by the school when the band and marching units are required to perform at school related activities.**

ARTICLE 33 VOCAL MUSIC TEACHERS

- 33:1 Pianos shall be tuned **by the school** once per semester.
- 33:2 Vocal music instructors in senior high schools may visit junior high schools with the approval of the **Area Superintendent** in order to assess the special vocal music skills of students who have elected to enroll in vocal music courses for the forthcoming school year.
- 33:2.1 The scheduling of music classes in the elementary schools shall be the responsibility of the classroom music teacher, subject to the approval of the principal.

- 33:2.2 The BOARD shall maintain an average pupil-teacher ratio for itinerant vocal music teachers in accordance with provision 18:1.1 of this Agreement.
- 33:2.3 In those schools that have choirs, students assigned to the choir class shall be selected by the vocal music teacher. Regular music classes and the chorus shall not be combined into one music class when possible.
- 33:3 The Principal shall consult with the vocal music teacher in establishing the department budget at the school.
- 33:4 Recognizing the importance of appropriate instructional materials, the principal shall consult with vocal music instructors concerning music books and accompanying recordings to be ordered for music courses from the school textbook allocation. **At each school site, Elementary vocal music teachers shall be provided with a locking cabinet or closet in order to store vocal music books, instruments and music teaching materials and equipment.**
- 33:5 A Special Education student whose IEP provides for the assistance of a teacher aide, shall be accompanied by the teacher aide when the student reports to vocal music.
- 33:6 Choir directors shall be released from their regular teaching responsibility for a reasonable time before, during and after programs in which their choirs are performing.
- 33:6.1 Itinerant music teachers shall not be required to make-up release time which was canceled due to participation in programs in which their choirs/groups are performing, when the release

time obligation under the UTNO Agreement can be met.

- 33:7 The Vocal Music Department shall confer with the school budget committee in Senior/Junior/Middle Schools to determine a budget for purchasing, repair and upkeep of equipment, uniforms, music, as well as student transportation.

ARTICLE 34 TRADE AND INDUSTRY TEACHERS

- 34:1 T & I teachers who are assigned to six (6) classes of instruction in schools that operate on a six (6) period day shall not be assigned a homeroom nor shall they be assigned to supervisory duty, nor shall they be afforded a planning period.
- 34:2 Each T&I teacher shall be scheduled for one planning period per day in schools that operate on a seven (7) period day.
- 34:3 For the purpose of safety and security, T&I shops shall remain closed and locked when the T&I teacher is absent provided that all T&I teachers shall prepare five (5) days of appropriate lesson plans specific to their curriculum area which can be taught outside of the shop area. If it becomes necessary for students to be supervised by a substitute, an area other than the T&I shop is to be used where space permits.
- 34:4 The principal shall consult with the T & I teachers in establishing the department budget at the school.

ARTICLE 35 SPECIAL EDUCATION

- 35:1 The BOARD shall conform to the requirements of the Individuals with Disabilities Education Act (IDEA) and La. Act 754.
- 35:1.1 The BOARD shall provide Special Education teachers with the necessary hygiene materials in sufficient amounts to assist with the performance of their daily teaching duties to implement the special education curriculum.
- 35:1.2 Students in Special Education classes shall be included in attending special programs or other extra curricular activities when held at the school site.
- 35:2 **UNION SPECIAL EDUCATION CHAPTER**
- 35:2.1 The Chairperson of the UNION Special Education Chapter and one (1) delegate elected by the Chapter from each of the school system's **areas** shall constitute a Special Education Committee. The committee members shall be from pre-school, elementary, middle or junior high schools, and senior high schools, as well as biracial in make-up. In addition the committee shall include two (2) SHL Specialists. The Executive Director for Exceptional Children Services and the Program Specialists shall make a good faith effort to meet with the Special Education Committee upon written request on a monthly basis on a mutually agreeable regularly scheduled date and time. A written agenda will be presented with a request for such meetings one week in advance. By mutual agreement, the discussion at the meeting may also address additional items. Such meetings shall not be utilized to resolve grievances. The meeting shall be held after school hours. The names of the committee members shall be provided to the

Executive Director of Exceptional Children Services after the election, but not later than one week prior to the first meeting.

- 35:3 Consistent with S.S. 470 and 471 of Bulletin 1706, Regulations for Implementation of the Exceptional Children's Act (R.S.17:1941 et seq.), UTNO shall nominate a teacher representative to serve on the local Special Education Advisory Council, **if an advisory council is established**. Also, UTNO shall appoint teacher representatives to other system-wide committees requiring special education teacher representatives. If committee meetings are scheduled during the work day, teacher members of such committees shall be granted release time to attend such meetings with principal approval. Such approval shall not be unreasonably denied.
- 35:4 **Special education teachers shall be included in all district-wide teacher training appropriate to their grade level and subject areas. Special education information updates shall be provided through in-service sessions, institutes or written documents.** Special Education teachers at each work location may be officially excused to attend the Louisiana Special Education Super Conference on a rotating basis. Principals shall determine the number of persons to attend.
- 35:5 All new Special Education teachers shall receive one in-service training day for training in the IEP process including writing goals and short term objectives. Release time or a daily stipend shall be provided for attendance at workshops in this article. Attendance for identified teachers is mandatory.
- 35:6 Two representatives from the UTNO Special Education Chapter shall be appointed by the

UNION to participate in the planning of in-service training conducted by the Department of Exceptional Children Services.

- 35:7 For the purpose of Individual Education Plan annual up-date each special education teacher of record shall notify the principal at least ten (10) work days in advance of such meetings. Such meetings shall be grouped to a **maximum** of three in the morning or afternoon. To ensure that students remain at school, each principal shall provide release time for the teacher with class coverage. These days shall be determined by mutual agreement between the teacher of record and the principal. IEP's shall be scheduled two (2) weeks prior to the expiration date.
- 35:8 No student will be initially placed in a special education class until the special education teacher of record has received the student's current IEP and Multidisciplinary Evaluation of Special Education. The teacher of record shall receive the current special education cumulative folder, containing all the required documents, for special education students who transfer from one school to another school within eight (8) school days of the student's placement at the new school.
- 35:8.1 Substitutes shall be hired for absent special education **assistive support** paraeducators in the following areas:
Child Specific **assistive support** paraeducators
Severe/Profound (S/P)
Autistic
Orthopedically disabled (OD)
Special education pre-school classes for students with disabilities
Community Based Programs
Emotionally/Behaviorally Disordered

35:8.2 The age span of children assigned to special education classes shall not exceed three years unless there is an approved state waiver.

35:8.3 Students who have been re-evaluated and have a change in their classification shall be placed in accordance with the IEP Committee's decision.

35:9 **SPEECH, HEARING AND LANGUAGE
PATHOLOGY PERSONNEL**

35:9.1 SHL Pathology Personnel each shall be provided with a high quality recording device for the sole purpose of assessment. Each SHL Pathology Personnel shall have in his/her inventory at his/her school the appropriate standardized tests and forms.

35:9.2 The system shall maintain no less than 30 audiometers, which have been calibrated prior to the opening of the school year.

35:9.3 SHL Pathology Personnel shall complete the appropriate form if the equipment, to their knowledge, requires repair. Repairs shall be made within two (2) weeks, if possible. The appropriate forms shall be made available by the principal/department head.

35:9.4 All forms requiring duplicate copies shall be carbonized and shall be available in sufficient quantities, inclusive of referral forms, screening forms, multi-disciplinary report shells for speech only and speech as a related service for initial and re-evaluations, checklists for speech only folders, Medicaid logs, and a copy of the instructional plan page of the IEP, shall be made available to the SHL Pathology Personnel and Chairperson of the SATeam when appropriate. A LANSER calendar and a calendar of due dates for reports, and forms shall be distributed to SHL Pathology Personnel

not later than thirty days from the start of the school year.

35:9.5 Itinerant Personnel shall not serve as SAT or 504 Chairperson, as it interferes with the delivery of direct services mandated by the I.E.P.

35:9.6 SHL Pathology Personnel shall not be used as Test Administrator or Test Coordinators for system-wide testing, as it interferes with the delivery of direct services mandated by the I.E.P.

35:10 After discussion between the principal and the Pathology Personnel, SHL Pathology Personnel shall be assigned suitable space that takes in account the special needs of the children as well as space requirements of the building. Space accommodations shall be appropriate for the services provided. Working space shall not be shared during therapy time.

35:11 SHL Pathology Personnel shall be provided a locking file cabinet to secure their records. The file cabinet shall be readily accessible to the SHL Pathology Personnel.

35:12 SHL Pathology Personnel shall be permitted to utilize Friday afternoon for speech, hearing and language related activities other than regularly scheduled therapy.

35:13 SHL Pathology Personnel shall not be required to service a case load in excess of State Law.

35:14 Every attempt will be made to assign the SHL Pathology Personnel to only one school if the demands of the case load can be met at a singular school site.

35:15 When possible, licensed substitutes shall be provided when SHL Pathology Personnel go on leave or terminate employment during the school year.

35:16 Each school shall provide the assigned SHL Pathology Personnel the basic materials appropriate to SHL Pathology Personnel needs which are supplied to regular teachers.

35:17 A private telephone shall be available at each school for the exclusive use of the School Social Worker, Nurse and SHL Pathology Personnel.

Social Workers, Nurses and SHL Pathology Personnel shall have an extension of the private telephone line at a workstation which provides privacy and confidentiality.

35:18 GIFTED AND TALENTED SPECIAL EDUCATION TEACHERS

35:18.1 Gifted and/or talented special education teachers shall have their caseloads assigned equitably. The case loads shall be reviewed at the end of each semester for the purpose of equitable distribution of such caseloads based upon state pupil-teacher ratios and identified student needs as per their IEPs.

35:18.3 In the event that an itinerant gifted and/or talented education teacher is assigned duty, such duty shall occur only at the teacher's home based school.

**ARTICLE 36
PRE-KINDERGARTEN AND
KINDERGARTEN TEACHERS**

36:1 Kindergarten and Pre-Kindergarten classes shall follow the same schedule of instructional days as all other elementary classes. Pre-registration of prospective Kindergarten students shall not inter-

rupt any class instruction time. Kindergarten teachers shall not be involved in the registration of Kindergarten students.

36:2 In accordance with La. State Department of Education standards the screening appointments for Kindergarten students held after their admission to school are considered full days of student attendance. For the first four (4) days of the regular school year for students, the pre-kindergarten and kindergarten children will come for one-half (1/2) day only, or its equivalent where busing is required. Time available as a result of the above will be utilized for student screening, testing and assessment, plus preparation time for parental conferences and/or registration for the teachers.

36:3 Kindergarten and Pre-Kindergarten parental conferences and report card conferences shall be conducted in the same manner as all other elementary students.

36:4 Each kindergarten teacher shall be allotted one hundred (\$100) dollars over and above the amount they shall receive from the state, from the school supply budget, to order from the kindergarten requisition list supplies, educational toys and games, or from outside vendors in accordance with proper purchasing guidelines.

Pre-Kindergarten and Kindergarten teachers shall confer with the school budget committee to determine a budget for the purchasing of additional instructional material.

36:5 Kindergarten teachers shall consult with the principal concerning consumable items and/or books in mathematics, handwriting, science and music to be ordered for the kindergarten classes from the textbook allocation.

- 36:5.1 Kindergarten teachers shall confer with the budget committee at the school site in order to relay needs for developmentally appropriate learning materials.
- 36:6 A committee of three (3) teachers appointed by UTNO and three (3) representatives of the administration shall meet bi-annually to analyze and make recommendations regarding the annual kindergarten requisition form. The recommendations shall then be placed on the annual kindergarten requisition form.
- 36:7 The principal shall consult with kindergarten teacher(s) regarding the provision of sufficient funds to adequately equip newly established kindergarten classes.
- 36:7.1 Pre-K/Kindergarten classes shall be equipped with developmentally appropriate furniture and materials.
- 36:8 Kindergarten teachers shall be placed on the same rotating duty schedule as the other elementary teachers at that school.

**ARTICLE 37
COUNSELORS**

- 37:1 The counselor shall have the opportunity to carry on pupil conferences during school hours with due regard for the instructional program.
- 37:2 Counselors shall be assigned duties as defined and as may be periodically up-dated in the Guidance and Counseling Plan for the New Orleans Public Schools. Except in an unforeseen emergency, the Counselors shall not be assigned administrative or clerical duties unrelated to guidance and counseling.

- 37:3 Counselors shall have appropriate physical facilities, materials and equipment. This includes a private office equipped with a telephone with a privacy switch for conducting guidance-related services.
- 37:3.1 Whenever possible, Counselors shall be provided with a private area to perform counseling services for students.
- 37:4 Counselors shall confer with the school site Budget Committee each year to seek funds to support the counseling program.
- 37:5 All secondary schools with an enrollment of 1300 or more students shall be assigned a full-time counselor clerk's position for the use of the counseling department of the school. Secondary schools with an enrollment of 600-1299 shall be assigned a half-time counselor clerk's position. Secondary schools with one counselor and a counselor/student ratio in excess of the counselor/student ratio contained in 37:7, shall have a full-time clerk. Other secondary schools not in the above categories shall be assigned a C.O.E. student position.

Counselor clerks and C.O.E. students will assist but not be limited to, performing such functions as typing correspondence, preparing college recommendations and typing social service referrals.

- 37:6 Counselors shall not be required to produce or develop the student master schedule for the succeeding school year or semester. The Student Course Election Form utilized in the computer programming of the student master schedule shall not be used by the counselor. Individual course elections and course numbers shall be recommended by the counselor to the principal. The

principal shall utilize these recommendations in the development of the student master schedule.

- 37:6.1 For the year in progress, assignment of newly enrolled students and adjustments to the existing schedule of students shall be recommended by the counselor to the principal. The counselor's recommendations for the year in progress shall include the subject to be taken, based upon the counselor's best judgment of records, past performance and interviews.
- 37:6.2 Counselors shall not be used as Test Administrators or Test Co-coordinators for system wide testing, except in emergencies, as it **interferes with the delivery of services to students and adversely affects the counselor/student relationship.**
- 37:7 The counselor/student ratio shall be maintained at a systemwide level of 450:1.
- 37:8 After consultation between the principal and the counseling staff, counselors may be assigned an extended work year for counselor related functions. **Counselors shall receive compensatory time for one (1) week prior to the first day for teachers to return to work and for one (1) week after the last day of the teacher work year. Compensatory time shall be taken the first five (5) work days after the Thanksgiving holidays and the first (5) work days after Spring Break, or at any other time which may be agreeable between the counselor and the principal.**
- 37:9 Seniority for School Counselors shall be determined by combining the number of years of system-wide seniority with the number of years assigned to counseling in the school district then dividing the sum by two. The resulting number

shall indicate the number of years of counseling seniority when there is a need to surplus a counselor.

ARTICLE 38 COACHES

- 38:1 Teachers who are presently coaching shall not be denied re-appointment to the coaching assignment without written notification citing just and sufficient cause for removal. This section shall not be subject to the arbitration provisions of this AGREEMENT.
- 38:2 All coaching vacancies that occur outside the playing season shall be posted in the **Superintendent's** Bulletin and shall not be filled until at least two (2) weeks after posting. When coaching vacancies occur two (2) weeks or less prior to the start of the season or during the playing season, the vacancies shall be posted for four (4) days prior to filling such vacancy. When the vacancies occur during the summer break, a request shall be made for the posting to appear in the Sports Section of the "New Orleans Times Picayune."
- 38:3 When a coaching vacancy occurs, the principal shall first consider applicants from the existing staff. If no appointment is made per the above, the principal shall seek a coach from outside the faculty.
- All coaches appointed to a head coaching position for the first time in a particular sport shall serve three years as interim coach before the position becomes permanent. Denial of re-appointment shall be for just and sufficient cause.
- 38:3.1 When a senior high school head coaching vacancy in varsity football or varsity female/male basketball is filled by a coach from outside the faculty,

the newly appointed coach shall displace the least senior physical education teacher unless the head coach is not certified in physical education. If the newly appointed varsity football and varsity female/male basketball coach is not certified in physical education, he/she shall displace the least senior teacher in the subject area in which he/she is scheduled to perform the majority of his/her teaching responsibilities.

38:3.2 When a senior high school head coach in varsity football or varsity female/male basketball is the least senior employee in a non-physical education subject area where a teacher surplus has been declared, he/she shall displace the least senior physical education teacher providing the head coach is certified in physical education. If the head coach is not certified in physical education he/she shall displace the least senior of the teachers with greater seniority in the subject area, in which he/she is teaching.

38:4 All coaches shall receive one-half of their coaching pay (as defined in Appendix C) on the second Friday following the mid point of the sport's regular season and the remainder of their coaching pay on the second Friday following the end of the regular season. If the sports season of the same sport are of different lengths, the longer season will determine the pay days.

The supplemental salary shall be paid by separate check at the same tax rate as the coaches' regular rate of pay.

Football coaches shall be paid twelve (12) days for pre-season and twelve (12) days for spring training. They shall receive their pay on the second Friday following the end of pre-season.

38:5 Coaches of teams involved in play-off competition shall be paid as follows:

POST SEASON SPORT	PAY/PER WEEK	
	(HEAD)	(ASST.)
Football (per week)	\$188.00	\$156.00
Basketball (per game)	\$156.00	\$125.00
Baseball/Softball (per game)	\$156.00	\$125.00
Track		
(3) Events	\$156.00	
(2) Events	\$104.00	
(1) Event	\$ 53.00	
Volleyball (per week)	\$125.00	
Tennis	\$ 75.00	
Regional Winner		

38:6 Members of the unit may coach two or more sports with overlapping seasons with the permission of the principal. Coaches of such overlapping assignments shall receive full pay provided they meet the coaching requirements of both overlapping sports. Pay shall be prorated in those instances where full coaching responsibilities are not met.

38:7 Coaches shall not be assigned to morning and afternoon duty supervision during the playing season in which they are coaching.

38:7.1 Coaches shall not be required to attend faculty meetings during the playing season in which they are coaching, with the approval of the principal.

38:8 To the extent possible all senior high varsity head coaches shall have the last period designated as a planning period.

38:9 Coaches who teach at one school, but coach at another school, shall be allowed to leave school

early, without loss of pay or accrued sick leave time, on those days that their teams are playing in competition. The school of the team in competition shall reimburse the coach's school (where he/she teaches) for the cost of a substitute.

ARTICLE 39 NURSES

- 39:1 An area shall be set-aside for the use of the school nurse. A cot, lockable file cabinet and a double lockable metal narcotic box/cabinet shall be provided for use by the school nurse in the performance of his/her duties. A running water basin and toilet shall be accessible to the school nurse. A lockable storage space and scale shall be provided by the school for the use of the nurse.
- 39:2 School Nurses shall be reimbursed for all parking expenses incurred in connection with their duties. Travel and parking expenses shall be paid bi-weekly.
- 39:3 A private telephone shall be available at each school for the exclusive use of the School Social Worker, Nurse and the SHL Specialist.
- 39:4 School Nurses who have graduated with a Bachelor degree in nursing from an accredited college or university shall be placed on the teacher's salary schedule at his/her appropriate step after validation of professional nurse experience.
- 39:4.1 Non-degreed nurses shall be paid eighty-five percent (85%) of the rate of pay for teachers with a Bachelor's degree as printed in Appendix of this Agreement, except that the eighty-five percent (85%) rate of pay for non-degreed nurses with eight (8) years or more of service shall be paid in keeping with the eight step of the Teacher Salary Schedule printed in this agreement and will

advance two (2) steps per year thereafter until they have reached the appropriate step for their years of experience on the Teacher Salary Schedule.

39:5 WORK DAY

The School Nurse work day shall not exceed seven hours.

- 39:5.1 With the permission of the principal, School Nurses shall be afforded 1 half day per month for the completion of required medical documentation. This time shall be taken at the school site.
- 39:6 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.
- 39:6.1 The School Nurse shall supply the principal with a list of supplies needed in the performance of their duties. The principal shall order these supplies using the annual school budget funds.
- 39:7 Audio-Visual aids for the Practical Nursing program shall be placed in specific and publicized locations and shall be available to the teachers who teach Foundation and Clinical courses.
- 39:8 No employee shall be required to perform complex nursing interventions without having first been cleared to do so by the school nurse, in accordance with the Nurse Practice Act, La. R.S. 46:3703 et seq.
- 39:9 A Management/UNION Committee shall draft new procedures and guidelines as well as review and revise existing procedures and guidelines for required nursing interventions to be used when caring for students with medical problems. This

committee shall make recommendations to the Health Care Administrator for consideration and implementation of approved recommendations.

39:10 The BOARD shall provide credit on the appropriate teacher's salary schedule for prior verifiable professional nursing employment for the purpose of determining their salary. A ratio of one (1) year's experience on the salary schedule for each full year of professional employment as a nurse shall be given up to the number of steps on the current salary schedule.

39:11 Where possible, no school nurse shall have more than two school assignments.

39:12 The school nurse shall not be under the supervision of the Clinical Director of the School Based Health Clinic.

39:13 Nurses shall be notified of all known vacancies within the Medical Department. All vacancies shall be posted in the Superintendent's Bulletin. A pool of candidates, consisting of new applicants and current employees for the vacancy shall be maintained by the Human Resources Department. Vacancies throughout the school year will be filled through this pool.

39:14 The UNION and the BOARD will establish a committee for the purpose of developing a Policy and Procedures Manual for the Medical Department. The Policy and Procedures Manual shall go into effect during the 2003-2004 school year.

ARTICLE 40 SUPPORT & APPRAISAL EMPLOYEES

40:1 The system wide deadlines or changes in policy or procedure, which impact both Support and

Appraisal Services and the schools, shall be communicated in writing to the principals, under the signature of the Executive Director of Exceptional Children Services.

40:2 This shall not preclude Appraisal Coordinators, or the Appraisal Specialist from requiring Support and Appraisal staff to communicate and explain implementation procedures and deadlines directly to the building site administrators of schools for which they are responsible.

40:3 The work day for Support and Appraisal personnel covered by this Agreement shall be from 8:30 a.m. to 3:45 p.m. or seven hours and fifteen minutes (7:15) per day including a thirty (30) minute duty free lunch period.

40:4 A member of the Support and Appraisal professional staff who wishes to be absent from his/her regular job duties in order to attend professional activities shall make such written request ten (10) work days prior to the excusal through the Appraisal Coordinator to the **Area Superintendent**. Under emergency circumstances, requests for professional leave days may be submitted with less than ten (10) days' notice and shall be considered properly.

Each staff member shall be able to request up to three (3) such professional days per fiscal year. Additional days may be requested in writing, provided all reports and team components are current.

Within five (5) operational days after receipt of a request for professional leave, the employee shall be notified of the decision to approve or deny such request. If approved, such absence shall be without loss of pay, and no charge will be made to the employee's sick or emergency leave.

- 40:5 An orientation plan for all newly hired Support and Appraisal professionals shall be developed and administered. The plan of orientation shall be flexible enough to account for the varying needs and past experiences of newly hired employees. The Appraisal Coordinators and the Appraisal Specialist shall meet with the Support and Appraisal Department Committee annually, to review and suggest revisions, if necessary, to the orientation plan.
- 40:6 It is appropriate, and well within management's right to require of all Support and Appraisal staff a commitment to be responsible for School BOARD property issued them to carry out their responsibilities. Employees shall be responsible for replacing materials in the event that they are damaged, lost or stolen as a direct result of their own negligence. Employees shall not be responsible for replacing materials that are damaged, lost or stolen due to circumstances outside of their control. However, the employee must exercise due diligence and reasonable care at all times with School BOARD property.
- 40:7 Support and Appraisal members shall be provided the opportunity to consult with a professional knowledgeable in the field of assessment and/or conduct research in area libraries in regard to specific problems encountered in the course of performing their duties, when granted permission by the Appraisal Coordinator.
- This provision shall not be subject to the grievance procedure.
- 40:8 At least one and one half hours (1 and 1/2) during the workday three (3) times yearly shall be made available for meetings within each discipline.

Agendas shall be determined for the meetings by each discipline and management may suggest agenda items as well.

Management shall give 48 hours prior notification for all such meetings.

- 40:9 In conjunction with the conduct of official BOARD business, when Support and Appraisal professionals must pay for parking away from the office, reimbursement for the actual cost of parking shall be provided when an acceptable receipt is attached to their "Local Travel Expense Record."
- 40:10 Upon written request to the principal and with prior approval, each school site representative shall be given at least thirty (30) minutes on the agenda of one (1) general faculty meeting, or other such meeting as deemed appropriate by the school principal, per school year, to provide in-service information pertinent to the role of the school site representative, SAS departmental operations/mandates, and/or information related to the SATeam process.
- 40:11 Professional supervision shall be provided to school psychologists in accordance with law.
- 40:12 When new tests are acquired for use by the school based Speech, Hearing and Language Pathology Personnel, a copy of each shall also be made available for use by Support and Appraisal Services and Speech and Language Consultants in monitoring speech reports.
- 40:13 After discussion between the principal and the Support and Appraisal staff member, the Support and Appraisal staff members shall be assigned suitable space and furniture that takes into account the special needs of the children and other clients serviced as well as space and furniture requirements of the building. Work space

assigned shall provide as much privacy as available.

To ensure confidentiality, work space shall not be shared during the provision of services that require such as determined by the SAS staff member.

40:14 After discussion between the Principal and the Support and Appraisal staff member, a convenient secure storage space shall be provided at each school site for Support and Appraisal staff members to store materials related to service delivery.

40:15 Support and Appraisal personnel shall be provided an easily accessible mail box or mail slot at each school site for the purpose of receiving pertinent messages, forms and other work related information.

40:16 Support and Appraisal personnel shall have the use of school phone(s) in the performance of their duties. The Support and Appraisal professional may elect to use that phone which offers the greatest opportunity for confidentiality, provided it is available. Support and Appraisal professionals are to be prudent in their use of the school phones and constantly aware of time consideration.

40:17 Student Assistance SATeam (SAT) meetings shall be scheduled routinely throughout the school year, in accordance with the school system's School Site Agreement. If the Support and Appraisal school site representative is needed for consultation or for discussion as to the appropriateness of referral services, then these meetings shall be scheduled at a mutually agreeable time.

40:18 Prior to SATeam meetings at which the SAS Representative will be present, arrangements shall be made such that the referring teacher is in attendance and that the necessary documents are com-

pleted. Whenever possible and appropriate, itinerant personnel will be available to meet the SATeam.

40:19 A Support and Appraisal Department Committee consisting of: One (1) Educational Diagnostician, one (1) Appraisal School Social Worker, one (1) School Psychologist, one (1) Speech/Language Consultant and/or Audiologist, and/or one (1) Adapted Physical Education Evaluator shall be elected by their peers annually. One of the above shall be designated as the UTNO Support and Appraisal Building Representative.

40:20 The Executive Director of Special Education, the Appraisal Specialist and the Appraisal Coordinators shall meet with the Support and Appraisal Committee upon written request on a monthly basis on a mutually agreeable date and time. A written agenda will be presented with a request for such meetings one week in advance. Such meetings shall not be utilized to resolve grievances.

40:21 If a matter of Support and Appraisal Services Department operation has not been satisfactorily resolved after having been discussed at the monthly meeting referred to in 40:20 the Support and Appraisal Services Department Committee may request a meeting with the **Superintendent**. Should the matter not be resolved at the **Superintendent's** level, the UNION may discuss the matter with the **Superintendent** or his/her designee.

40:22 Seniority for employees in the Department of Support and Appraisal Services is based on the number of years or fraction thereof an employee has worked in the Department in a position that is included in this Bargaining Unit. In determining seniority, credit is granted for time worked in one

- of the precursors of this Department, which at various times in its history has been called Psychological Services, Pupil Appraisal Services, Pupil Appraisal and Identification as well as Appraisal Services. Seniority credit shall also be granted for time worked in the Child Study Center Program.
- 40:23 Department seniority shall be the determining factor for identifying Support and Appraisal personnel who are to be declared surplus or laid off due to a reduction in force and/or involuntarily transferred out of the department, but only for just cause.
- 40:24 When a departmental seniority is equal between two or more members of the Department of Support and Appraisal Services, seniority shall be determined according to greatest system-wide seniority. If a tie in seniority still prevails advanced degrees will be considered as a second tie breaker. If a tie in seniority remains following consideration of advanced degrees, a drawing by lot will be used to determine the senior employee.
- 40:25 Support and Appraisal staff members shall be provided a suitable work space. The office shall contain a desk and desk chair, a two (2) drawer locking file cabinet and shall have a private telephone or shared access to a telephone with a privacy switch.
- 40:26 Support and Appraisal staff members shall have access to photocopying equipment for job related purposes at their worksites.
- 40:27 Each Support and Appraisal staff member shall be provided tests, manuals and protocols necessary for the adequate performance of assigned duties. These materials shall be available for Support and Appraisal staff. A regularly updated list of all

- assessment materials shall be provided to each SAS staff member each semester. This list shall include the number of test kits and approximate number of protocols available at the time of the bi-annual update.
- 40:28 Each Support and Appraisal staff member shall have access to all **SAS** departmental forms, report shells, (Xeroxed or on computer disk), office supplies, stationery and envelopes.
- 40:29 Typed evaluation reports shall be placed in the evaluation coordinator's mailbox within twenty-four (24) hours after typing and/or corrections have been made.
- 40:30 Student folders may be obtained from IMC at anytime during designated times and shall be made available for review at the Timbers Administrative site.
- 40:31 Management shall structure and organize the Department of Support and Appraisal Services in such a manner as to facilitate the effective delivery of services and equalize the caseloads of each Support and Appraisal Professional Staff member.
- 40:32 **The BOARD acknowledges the desirability of seeking to assign pupil appraisal personnel caseloads equitably. Equitable distribution of caseloads for pupil appraisal personnel shall be based upon the following:**
- A. Number of cases processed taking into account initial evaluations, re-evaluations and reclassifications of special education students.**
- B. State guidelines in determining the number of pupil appraisal personnel required to provide such services to the school system.**

40:33 The caseloads shall be reviewed at the end of each semester for the purpose of equitable distribution of such case loads in accordance with the provisions set forth in Article 40:32.

ARTICLE 41 MILEAGE

41:1 Those employees who are required, in the course of their regular assigned duties, to move from one work location to another, or travel on official BOARD business, shall be reimbursed for mileage at the rate outlined by Internal Revenue Services Regulations for the current period, (current, \$0.31 1/2). Request for reimbursement must be accompanied by the proper documentation, as outlined in the District's local travel policy.

ARTICLE 42 HOSPITALIZATION

42:1 The BOARD shall continue to provide an opportunity for employees and their families to enroll in a Group Hospitalization Program. The existing benefits in the current BOARD's Group Hospitalization Program shall not be reduced during the life of this AGREEMENT except by mutual agreement between BOARD and UNION negotiations. The BOARD shall pay eighty percent (80%) of the premium for employee coverage in the BOARD's Group Hospitalization Program. The UNION shall appoint two (2) members to the six (6) member Benefits Review Committee.

42:1.1 The BOARD shall establish a twelve (12) member insurance committee to monitor claims administration, receive reports of the consultants for the group hospitalization programs, act on employee complaints and recommend changes in benefit

coverage. UTNO shall appoint two (2) teacher members to this committee which shall meet monthly.

42:2 The BOARD agrees to pay fifty percent (50%) of the existing Group Hospitalization Insurance Premiums for family/dependents coverage contingent upon receipt of monies allocated by the State for this purpose.

42:3 The premiums (BOARD, state, employee contributions) for the Group Hospitalization Program shall be maintained in a separate fund. They shall be invested in a prudent manner with monies earned accruing to the fund.

42:4 The BOARD and UTNO agree to negotiate any increase to medical/hospitalization premiums incurred during the life of the contract.

42:5 Employees of UTNO, OPSFCU and the UTNO Health & Welfare Fund shall be eligible to participate in the BOARD'S Group Hospitalization Program. The UNION shall pay the total premiums for these employees.

42:6 Only agents of insurance companies authorized under the school district's cafeteria plan shall be allowed to enroll employees, distribute printed insurance material and/or meet employees on school grounds after the school day has ended. Such contact will be limited to the open enrollment period. UTNO shall be allowed to endorse two (2) programs to be included in the cafeteria plan.

ARTICLE 43 LIFE INSURANCE

43:1 The BOARD shall provide a \$20,000 Life Insurance Policy for members of the unit. This life insurance

may be provided all or in part by the UTNO Health and Welfare Trust Fund. The BOARD shall contribute to the fund sufficient monies to provide this benefit over and above the contribution identified in 44:1.

- 43:2 When a Bargaining Unit member expires while employed by the BOARD, or retires from employment with the BOARD, the Bargaining Unit member's spouse may continue in the BOARD's Optional Life Insurance. The spouse must pay the full cost of the group rate premium charge.

ARTICLE 44 HEALTH AND WELFARE FUND

- 44:1 The Orleans Parish School BOARD and UTNO agree to establish and jointly administer a fund for employee health and welfare benefits, through a Trust pursuant to the authority contained in La. 17:1224 qualifying as a voluntary employee beneficiary association under I.R.C. Section 501 (c)(9), which said Trust shall be designated as the UTNO Health and Welfare Trust Fund. Effective July 1, 2003, the BOARD shall contribute **seven hundred seventy-eight (\$778)** dollars to the fund **for each employee covered** by this AGREEMENT, and who is employed by the BOARD as of the thirtieth (30th) day following the commencement of each school year. **Effective July 1, 2004, the BOARD shall contribute seven hundred ninety (\$790) dollars to the Fund for each employee covered by this AGREEMENT, and who is employed by the BOARD as of the thirtieth (30th) day following the commencement of each school year. Effective July 1, 2005, the BOARD shall contribute eight hundred (\$800) dollars to the Fund annually during the life of this AGREEMENT for each**

employee covered by this AGREEMENT, and who is employed by the BOARD as of the thirtieth (30th) day following the commencement of each school year.

- 44:2 UTNO trustees shall be excused with pay to attend meetings of the Trust scheduled during the school day.
- 44:3 UNION trustees and Health and Welfare Fund staff shall be excused with pay to attend educational meetings scheduled during the school session.
- 44:4 BOARD payments to the Fund shall be made on a monthly basis. Payments shall be forwarded on or before the 15th of each month.
- 44:5 The BOARD shall provide the UTNO Health and Welfare Fund the information it provides the UNION as identified in provisions 2:9.2 and 2:9.3 of this AGREEMENT. This information shall be provided in the same format and manner that the information is provided to the UNION.
- 44:6 On or before the fifth work day of each month, the BOARD shall provide the UTNO Health and Welfare Fund with Bargaining Unit membership data in a comma delimited ASCII file consisting of the data elements identified in Addendum I named the UTNO Bargaining Unit Member and Eligibility Data Requirement Table. The BOARD shall provide a secure directory on an FTP site for this purpose from which only authorized agents of the UTNO Health and Welfare Fund can access and download the ASCII file.
- 44:7 Each week, for the prior week, the BOARD shall provide the UTNO Health and Welfare Fund via a PTP site with Bargaining Unit member data for those members who have terminated their employment and also data for newly hired members. This data will be provided in a comma delimited

ited ASCII file consisting of the data elements identified in the UTNO Bargaining Unit Member Eligibility Table. Upon mutual consent of the BOARD and the UTNO Health and Welfare Fund, the data elements provided in the UTNO Bargaining Unit Member and Eligibility Table can be modified to meet the Fund's data requirements.

- 44:8 The BOARD shall give notice to the UTNO Health and Welfare Fund of its intention to seek requests for proposals (RFP) for the BOARD's Group Hospitalization Program or the BOARD's Flexible Benefit Program, at least thirty (30) days prior to the publication of such RFP. Further, the BOARD shall solicit input from and coordinate with the UTNO Health and Welfare Fund as to the inclusion in such RFP of any provision that the Fund views as necessary and essential for the orderly operation of the Health and Welfare Fund.

ARTICLE 45 SALARY SCHEDULE

- 45:1 The salary schedules for members of the Bargaining Unit are reproduced in Appendices A and B of this AGREEMENT.

Any salary increases resulting from **any local millage election during the life of the Contract**, as well as any salary increases provided by the State, shall be over and above the salaries printed in Appendices A and B.

Effective July 1, 2003 the salary of teachers in the Bargaining Unit set forth on the current teacher's salary schedule shall be increased by **eleven hundred (\$1100.00) dollars**.

Effective July 1, 2005, the salary of teachers in the Bargaining Unit set forth in Appendix

A & B of this AGREEMENT shall be increased by seven hundred (\$700) dollars.

- 45:1S The salaries of Support and Appraisal employees covered by this AGREEMENT shall be based on the bi-weekly salary of teachers covered by this AGREEMENT, multiplied by the number of bi-weekly pay periods the Support and Appraisal employees work per work year. However, no Support and Appraisal employee covered by this AGREEMENT shall suffer loss of pay as a result of having their salary based on teacher pay. Support and Appraisal employees covered by this AGREEMENT shall receive a two hundred fifty dollars (\$250) annual supplement based on their extended work day.

Support and Appraisal employees covered by this AGREEMENT, whose salaries are greater than the prorated salaries of teachers on the same salary step, shall have their salaries frozen (red circled) during the life of this AGREEMENT subject to the following condition.

Until such time as the prorated salaries of teachers who are paid on the same salary step exceed the frozen salary of the Support and Appraisal employee.

- 45:2 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 the schedules in Appendices A and B.
- 45:3 In the event legislation is enacted that would allow teachers to tax shelter their retirement contributions, the BOARD will provide an annual opportunity for teachers to enroll in such a program.
- 45:4 Members of the Bargaining Unit who were employed as a paraeducator and/or secretary/clerk-

ical by New Orleans Public Schools prior to becoming a member of this Bargaining Unit shall be credited with one year of employment experience on the appropriate lane of the teacher's salary schedule for each two (2) years of employment as a paraeducator or secretary/clerical.

45:5

Teachers who hold valid certification from the National Board for Professional Teaching Standards shall receive in addition to their regular salary an annual five percent (5%) supplement, provided the teacher is serving in the area for which NBPTS certification has been granted. In the event state or federal funding becomes available for this supplement, the BOARD may use such funds to replace all or part of the BOARD supplement, provided the total supplement does not fall below five (5%) percent of the regular salary of the NBPTS certified teacher.

ARTICLE 46 FLEXIBLE BENEFIT PROGRAM

46:1

The BOARD shall maintain a cafeteria or flexible benefit plan under SECTION 125(d) of the Internal Revenue Code of 1986, as amended. The PLAN shall provide members of the Bargaining Unit the option to reduce their salary through payroll deductions in order to obtain coverage for any benefit program that is being provided by the UTNO Health and Welfare Fund. The PLAN shall qualify as a "Cafeteria Plan" within the meaning of SECTION 125(d) of the Internal Revenue Code of 1986, as amended, and that the non-taxable benefits which an employee elects under the PLAN shall be eligible for the exclusion of the employees income under SECTION 125(d) of the Internal Revenue Code of 1986, as amended.

The payroll deduction authorized by the members of the Bargaining Unit for such qualified coverage will be transmitted by the School BOARD to the appropriate party(ies) of selected benefits.

ARTICLE 47 TEACHER ADVANCEMENT LADDER (This Article does not apply to Support and Appraisal Employees.)

47:1

The purpose of the Teacher Advancement Ladder is to provide structure, career options and incentives for current and prospective teachers in the New Orleans Public Schools, as well as to enhance their practice, compensation and opportunities for leadership in instruction and related professional matters. By offering opportunity for change, growth and development within the teaching career, the Teacher Advancement Ladder seeks to enable the New Orleans Public School district to make more effective use of staff and enhance the district's ability to recruit and retain outstanding teachers.

47:2

TEACHER ADVANCEMENT BOARD

47:2.1

The Teacher Advancement Ladder shall be governed by the Teacher Advancement Board. The six (6) member board will consist of three (3) members appointed by the **Superintendent** and three (3) members appointed by UTNO. The **Superintendent** shall appoint a chairperson. The Teacher Advancement Board term will be defined as one year July 1 through June 30 but not limited to one year.

47:2.2

A quorum for meetings shall be five (5) members.

Concerns regarding any aspect of the Teacher Advancement Ladder can be appealed in writing

to the Teacher Advancement Board. The Board will establish procedures for such appeals. The grievance procedure shall not apply to the Career Ladder.

47:2.3 No later than December, 1990 the Teacher Advancement Board shall recommend to the **Superintendent** for approval of the BOARD and the UNION the rate of compensation to be paid for each level of the Teacher Advancement Ladder.

47:3 The Teacher Advancement Ladder shall not be implemented until the BOARD is prepared to fully fund it.

ARTICLE 48 MEDICAL EXAMINATIONS

48:1 The reasonable and customary cost of any medical examination required by the BOARD as a condition of continued employment or return from leave shall be paid for by the BOARD.

48:2 Bargaining Unit members who work with Special Education students shall be offered Hepatitis shots, as required by O.S.H.A. guidelines and shall be paid for by the BOARD.

ARTICLE 49 DRESS CODE

49:1 **GENERAL STATEMENT ON EMPLOYEE DRESS**

Teachers serve as role models to students and the community. It has been established that people respond more positively toward well-dressed professionals. We believe, therefore, that teachers should always groom themselves in a professional manner. Style of dress may vary according to situation, but should always present a professional

image of neatness and cleanliness as required by the **Personnel Evaluation Plan**.

ARTICLE 50 ACTIVITIES AND ATHLETIC EVENTS

50:1 All members of the representation unit shall be entitled to attend without charge, all student activities including athletic events in which such member's school is participating within the local district.

ARTICLE 51 FORM VERIFICATION

51:1 When management is required to complete properly filed forms and reports which have been timely submitted by members of the Bargaining Unit, management shall complete and return same to Bargaining Unit members and/or appropriate agencies in a timely and reasonable period of time.

ARTICLE 52 TEACHING AND LEARNING TASK FORCE

52:1 PHILOSOPHY/BELIEFS

This AGREEMENT represents commitment by all parties, the UNION and the BOARD, to improve student achievement. Professional teachers and other employees believe that improvement in this area that leads to educational excellence can be reached by striving far beyond the scope of a collective bargaining agreement that governs terms and conditions of employment. All members of the community share in the responsibility in accomplishing educational goals of excellence. Teachers play a very direct role in this effort. Teaching influences student thinking and students' thinking mediates learning and achievement. As partners in the education of our students, both the UNION

and the BOARD seek the advancement of public education in New Orleans through this Agreement and beyond.

52:2

ESTABLISHMENT OF TASK FORCE

Effective immediately upon the final ratification by both parties of the 2000-2003 Teacher Bargaining AGREEMENT, the UNION and the BOARD agree to establish a joint professional development review committee, which shall be known as the Teaching and Learning Task Force Professional Development. The Task Force shall be comprised of 20 members, (10 selected by the Superintendent, and 10 selected by the UNION). The Superintendent shall chair the Task Force. All members shall participate in developmental training for consensus team decision making.

52:3

TASK FORCE RESPONSIBILITY

The Teaching and Learning Task Force Professional Development shall serve as a design team to recommend a staff development model to effect the teaching and learning environment of our children. The model shall consider incentives for staff participation. In performing its responsibilities, the Task Force shall conduct a review and analysis of: NOPS instructional methods, staff participation, needs assessment, school data, and best/proven practices, which have synergistic focus on student achievement. Subcommittees and working groups may be established as appropriate. In carrying out their deliberations, the Task Force shall avail itself of current literature and research, as well as give particular attention to the lowest performing New Orleans Public Schools.

52:4

TASK FORCE AUTHORITY

The Task Force shall recommend changes in staff development, teacher incentives, and instructional methods or practices subject to the approval of the UNION and the BOARD in accordance with

existing procedures of the AGREEMENT. The Task Force shall take special care to ensure that any recommendation for change shall take into account the time, resources and training necessary to assure successful implementation of any Task Force recommendation. Recommendations from the Task Force shall be made by consensus of the Task Force members.

52:5

IMPLEMENTATION

Provisions shall be incorporated into this AGREEMENT by July 1, 2000, to create enabling language, by which provisions of this AGREEMENT may be modified and/or waived in response to specific Task Force recommendations.

52:6

During the life of this AGREEMENT, any Task Force recommendation which would involve changes in terms and conditions of employment on a Bargaining Unit wide basis shall be ratified by a majority of the unit members voting. Changes in terms and conditions of employment during the life of this AGREEMENT which affect Bargaining Unit members only in a single school site must be approved by 70% majority of unit members voting at that site.

The Staff Development model and incentives for teacher participation, as recommended by the Task Force, shall not be implemented before the 2001-2002 school year, unless an earlier date is agreed upon by the UNION and the BOARD.

52:6

TRANSFER/SECURITY

Teachers who are assigned to a school where the Task Force has made recommendations which result in a change of instructional programs recognized by the Task Force, or contract waivers, and who choose not to participate, shall be considered voluntarily surplus and transferred at

the end of the school year in accordance with the procedures of Article 11.

**ARTICLE 53
COLLECTIVE BARGAINING
PROVISION WAIVER**

53:1 The BOARD and the UNION recognize the need of the District to take meaningful steps to increase the academic performance of students. The implementation of programs and initiatives directed at increasing student achievement levels requires the BOARD and the UNION to be flexible in applying policies, rules and regulations of the District and provisions of the UTNO/OPSB Collective Bargaining AGREEMENT. On occasions, this flexibility necessitates the waiving of provisions of the Teacher Collective Bargaining AGREEMENT. To this end, the BOARD and the UNION have agreed to the following procedures for granting waivers from complying with provisions of the OPSB/UTNO Teacher Collective Bargaining AGREEMENT.

- A.** A school must be implementing a program that the BOARD and the UNION agree is intended to improve the academic performance of students.
- B.** Seventy percent (70%) of the members of the Bargaining Unit at a school site must agree by secret ballot to seek the waiver provision of the AGREEMENT.
- C.** Only those Bargaining Unit members directly affected by the proposed change will be allowed to utilize the provision of this Article.
- D.** The UNION's Executive Board and the BOARD must approve the waiver request.

**ARTICLE 54
DURATION OF AGREEMENT**

54:1 This AGREEMENT shall be effective as of July 1, 2003 and shall be continued in full force and be effective until June 30, 2006.

This AGREEMENT shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of July, 2003.

**FOR ORLEANS PARISH
SCHOOL BOARD**

**FOR THE
UNITED TEACHERS
OF NEW ORLEANS,
(AFT, AFL-CIO)**

PRESIDENT

PRESIDENT

Chief Executive Officer

Executive Vice-President

NEGOTIATING TEAM

Roslyn J. Smith
Chief Negotiator
Mike Boudreaux
Rosalynne Dennis
Judy Haines
John Hiser
Victor Gordon
Antoinette Guillory
Shan Williams, Sr.

NEGOTIATING TEAM

Dr. Brenda L. Mitchell
Wilson Boveland
Lead Negotiators
Juanita Bailey
Leo Laventhal
Valerie Prier
Mike Stone
Jane White