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#830805

# *Agreement*

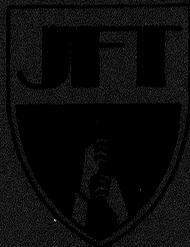
*Between The*

**Jefferson Federation**

Of 3,700

Teachers

*Teachers*



*And The*

**Jefferson Parish**

**School Board**

X-6/30/03

116 pages

6/18/03

# INTRODUCTORY

**Jefferson Federation of Teachers**  
2540 Severn Avenue, Suite 301  
Metairie, Louisiana 70002-5941  
(504) 454-5047

***EFFECTIVE***

**November 1, 2000 - June 30, 2003**

## OFFICERS

Joe A. Potts, Jr. .... President  
Cynthia Camese ..... Executive Vice-President  
Larry Segura ..... High School Vice-President  
John McMenamin ..... Middle/Junior High School Vice-President  
Ed Fortmayer ..... Elementary School Vice-President  
Meladie Munch ..... Secretary/Treasurer  
Cathy Lutz ..... Recording Secretary  
Michel Cristina ..... Parliamentarian

# JEFFERSON FEDERATION OF TEACHERS

LOCAL 1559

AMERICAN FEDERATION OF TEACHERS, A.F.L.-C.I.O.

Affiliated With: Louisiana Federation of Teachers, A.F.L.-C.I.O. - Louisiana A.F.L.-C.I.O. - Greater New Orleans A.F.L.-C.I.O.  
2540 SEVERN AVE., SUITE 301 - METAIRIE, LOUISIANA 70002-5941 - PHONE (504) 454-5047 - FAX (504) 455-7267



A Statement From the President  
of the  
Jefferson Federation of Teachers  
AFT/LFT/AFL-CIO  
Local 1559

Dear Colleague:

After surveying the members of the bargaining unit, conducting numerous meetings in schools with teachers and special interest groups, and negotiating many hours, I am proud to present you with a successor negotiated collective bargaining Agreement. This new three-year Agreement contains a number of revised and improved contract provisions that I believe will improve your teaching situation in our school system. In order to assist you with identifying the revisions and additions in the Agreement, all of the changes have been printed in bold type.

Although we did not attain all that you, the teachers we represent, directed us to attain, we were successful with most. This collective bargaining Agreement, just as those negotiated in the past, represent a bridge to the ideal working conditions, salaries and fringe benefits we seek. In addition, due to financial constraints faced in this school system, the salary increases negotiated were not of the caliber which reflects the outstanding teaching professionals in this school system.

An often slow and laborious process, the individuals involved must be given heartfelt thanks for a job well done. The members of the bargaining team should be commended for an outstanding job, after spending many long hours away from family and friends, at no additional compensation.

In closing, I would like to thank the members of the bargaining unit for their support and the JFT leadership for appointing a bargaining team which is one of the best that I have had the good fortune to work with.

Fraternally,



Joe A. Potts, Jr.  
President

JP/sm



**ELTON M. LAGASSE**  
SUPERINTENDENT

**SUPERINTENDENT'S OFFICE**  
**JEFFERSON PARISH PUBLIC SCHOOL SYSTEM**

501 MANHATTAN BOULEVARD  
HARVEY, LOUISIANA 70058-4495  
(504) 349-7802  
FAX: (504) 349-7960

**A Statement From the  
Superintendent of Schools  
of the  
Jefferson Parish Public School System**

Dear Teachers,

A period of intense and amicable negotiations between the Jefferson Parish Public School Board and the Jefferson Federation of Teachers has yielded yet another contract that continues to support the financial interests of the teachers as well as other amenities.

The new three-year contract provides for continuity and considerable stability for both teachers and administrators by encouraging shared responsibilities and cooperative decision-making, resulting in an environment conducive to teaching and learning. One significant change to help realize this result is increased planning time for elementary teachers.

The Jefferson Parish Public School System has been fortunate throughout the years to progress steadily as a result of the dedication and cooperation of many. This contract is the result of such dedication and cooperation on the parts of both of the negotiation teams. I commend their accomplishments and extend my appreciation to them both individually and in their combined efforts.

Sincerely,

  
Elton M. Lagasse  
Superintendent

EML/jd

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**ARTICLE 1  
PREAMBLE**

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

**ARTICLE 2  
RECOGNITION**

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

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

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

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

Should a job classification be established or if a position in the bargaining unit is reclassified, and such newly established classification or reclassification does not require the recommending of the hiring, firing, disciplining and/or evaluating of members of the bargaining unit, the members of such job classification shall be part of the bargaining unit, provided this paragraph shall apply only to work performed by certified teachers whose functions are substantially similar to the functions of persons already in the bargaining unit.

B. The Board agrees that during the term of this Agreement it will not recognize any other organization as a bargaining agent for teachers nor extend to any other organization representing teachers any of the rights extended within this Agreement to the Federation.

C. The Board shall within a reasonable time, not to exceed ten (10) working days, furnish to the Federation upon the written request of the Federation President, or designee, a copy of all public information necessary for the proper administration of

the terms of this Agreement or for the negotiation of a successor Agreement, provided the Federation shall concurrently remit to the Board the reasonable cost of reproducing the same (unless such has already been reproduced and adequate copies are available to the Board), and provided further nothing herein shall be construed as requiring the Board to do research, or to assemble or compile data not already available.

### **ARTICLE 3 DURATION OF AGREEMENT**

This Agreement shall be effective on the date of its execution and shall continue in effect through 11:59 p.m. on **June 30, 2003**.

### **ARTICLE 4 EFFECT OF AGREEMENT**

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

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

### **ARTICLE 5 DISTRIBUTION OF CONTRACTS**

- A. The Agreement shall be printed and distributed to all members of the bargaining unit, all Jefferson Parish school administrators and all members of the Board in a form to be agreed upon by the Superintendent, or designee, and the Federation President, or designee. Sufficient copies shall be prepared so each party shall also receive a reserve supply equal to twenty percent (20%) of the total required by the first sentence of this section.
- B. Each newly hired teacher shall receive from the Board a copy of this Agreement no later than five (5) working days after commencement of employment or fifteen (15) working days after the Agreement has been printed, whichever shall last occur.
- C. The cost of printing the Agreement shall be shared by the Federation and the Board. The printer shall be agreed upon by the Federation and the Board provided in the absence of agreement reproduction shall be completed by the Board as a priority item.
- D. The Agreement shall include an introductory page which contains the following information: Federation address, Federation phone number, Federation officers. The outside back cover (or an alternate placement as may be mutually agreeable to the parties) shall include a reproduction of the logos of the Federation and of the Board. Letters from the Federation President and Superintendent of Schools shall be included in the Agreement immediately following the Introductory Page.

### **ARTICLE 6 REFERENDUM CHALLENGE**

No later than one hundred eighty (180) calendar days prior to the termination of this Agreement, any group of individuals or any organization representative may request the American Arbitration Association to conduct a check of the signatures indicating that forty percent (40%)

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

### **ARTICLE 7 SAVINGS CLAUSE**

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

### **ARTICLE 8 DEFINITIONS**

- A. The term "teacher" shall include all members of the bargaining unit as described in Article 2.
- B. The term "principal" shall mean the school based administrators.
- C.
  - 1. "Seniority" means the total period of continuous uninterrupted service in a teaching or administrative position in the Jefferson Parish Public School System. Part-time teachers working fifty percent (50%) or more of a school day shall accrue seniority at the rate of one-half (1/2) year for each full year of continuous uninterrupted part-time service. If such service shall be equal, the person with the greater base salary shall have priority. If those are equal, seniority shall be determined by random selection by the **Executive** Director of Personnel, or designee. Any period of time during which a teacher is laid-off or is on leave of absence without pay shall not be included in computing length of service. Seniority shall be inapplicable when it interferes with court mandated racial balances, or court mandated personnel assignments.
  - 2. For the purpose of defining seniority, a teacher's continuous service record shall be broken only by voluntary resignation, discharge (other than lay-off if return to employment is effected during the recall period), or retirement, unless participating in the Deferred Retirement Option Plan (DROP) for a maximum of two (2) years or any longer period of time adopted by the state which is applicable to the teacher.

3. In October of each school year, the Board shall make available an alphabetical seniority listing of all teachers showing the date on which they commenced their service to the district and the total number of years of seniority as determined by the above criteria. A copy of such listing shall be furnished to the President of the Federation, or designee. As used herein, "the date on which they commenced their service to the district" shall mean the date on which the teacher reported for duty.
- D. "Building Representative" means the teacher designated by the Federation as its agent at the particular work location.
  - E. "Authorized Representative" means any agent of the Federation.
  - F. "School" means any work location where teachers are regularly assigned and over which the Board has exclusive legal authority.
  - G. The singular shall include the plural.
  - H. The masculine shall include the feminine.
  - I. "Federation Building Committee" means a committee of Federation members authorized by the Federation.
  - J.
    1. Elementary schools shall include Grades K-6, K-5, K or any combination therein.
    2. Middle schools shall include Grades 6-8 or any combination therein.
    3. Junior High schools shall include Grades 6-9 or any combination therein.
    4. High Schools shall include Grades 9-12 or 10-12 or any combination therein.
    5. Except as otherwise provided herein, sub-paragraphs 1-4 inclusive shall not include career centers, re-entry schools, or alternative schools.
  - K. The term "normal teacher work day" shall mean the regular student attendance hours plus the time before and after such hours that teachers are required to be present, provided the foregoing shall be applicable only to teachers assigned to schools operating on a regular schedule.
  - L. "Base salary" shall mean the individual's compensation, exclusive of PIP, coaching or extra-curricular payments, as established by his training and experience position on the salary schedule.
  - M. "Home base school" shall mean the school at which a coach receives his paycheck.
  - N. The terms "majority of the affected teachers agree" and "majority vote of the teachers" shall mean a vote of the teachers at a work site. Such vote shall be conducted in accordance with a procedure(s) developed by the Federation Building Representative and the principal. If an agreement is not reached, the principal shall determine the manner in which the vote shall be conducted.
  - O. The "voluntary transfer request period" is the period between February 17 and March 27, but not including Saturdays, Sundays or holidays.
  - P. The term "eligible" as used in **Article 1, Section 8 A. 5. a.** herein shall mean a teacher who is interviewed during the transfer procedure and has a signed bidding card.

## ARTICLE 9 FEDERATION RIGHTS

### A. Leaves for Federation Service

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

### B. School Visitation

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

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

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

appropriate for students to hear, (4) is reasonable as to duration and (5) is made part of the regular morning or afternoon announcements.

C. Orientation

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

D. Mailboxes

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

E. Bulletin Board

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

F. Internal Mail Service

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

G. Use of Facilities

The Federation shall have the right to use the school facilities for its meetings, provided the Federation shall give the building principal or manager at least five (5) calendar days written notice of a request to use such facility, (or at least one (1) calendar day if at least eighty percent (80%) of those participating in the meeting are regularly assigned to the work location in which the meeting is to be held), that such

facility is available and its use by the Federation will not interfere with any school function, that the Federation will promptly reimburse the Board for any custodial or other cost occasioned by such use. The one (1) day notice requirement may be waived by the principal, or designee, if circumstances clearly make such notice impossible. This section shall not be applicable to any meetings of more than ten (10) persons if less than ninety percent (90%) of those in attendance are not employees of the Board.

H. Board Meetings

1. The Board shall make available to the Federation President, or designee, a copy of the agenda, including all necessary attachments excluding confidential information, of scheduled monthly school board meetings at least two (2) calendar days prior to such meeting if the same is then available. In the event of a specially called meeting of the School Board, the Board agrees to notify the office of the Federation of the time and place of such meetings and, where appropriate, the agenda therefore. Such notifications shall be given promptly following the official call of the meeting.
2. The Federation President, or designee, shall be provided with a copy of the official minutes of each Board meeting within five (5) working days of the Board's approval of those minutes.

I. Teacher Lists

1. Effective the first of each month following the signing of this Agreement, the Board shall provide the Federation with a computer print-out listing the names, addresses, telephone numbers, date of hire and work location of all members of the bargaining unit. The list shall also indicate whether or not each person has deduction of Federation dues. Upon request, the Board shall provide the Federation with a copy of the computer tape used to run such lists. At the beginning of each month, the Board shall provide the Federation with a school-by-school computer print-out listing all information as indicated above for alphabetical print-outs provided if such is not programmed the Federation will pay for the reasonable cost for the computer programming. Upon request the Board shall provide the Federation with a list of members of the bargaining unit by seniority within areas of certification. The provision of such list shall not be deemed binding upon the Board as to its accuracy. If the Federation shall bring an error to the attention of the Personnel Department of the Board, every effort shall be made by the Board to promptly investigate and, if the error is confirmed, to correct the same.
2. The Board shall provide the Federation President, or designee, the name and work location of all newly-employed teachers within five (5) work days of completion of all pre-employment documents.
3. The Board shall provide the Federation with a copy of the planning/staffing informational sheets for each school for the upcoming school year, as soon as such information is available, but no later than May 31st.

J. Administrative Notices

The Board shall make available to the Federation President two (2) copies of notices which are distributed to all teachers, or all elementary teachers, all middle/junior high school teachers, or all high school teachers, or all teachers in a specific classification. The Board shall also make available to the Federation President two

(2) copies of notices distributed to principals which concern changes in general employment policies or regulations concerning teachers. The Board shall make a reasonable effort to have Position Available notices in the JFT office no later than three (3) working days prior to the application deadline.

K. Dues Deduction

1. Teachers shall have the right to request and be allowed dues deduction for the Federation. Upon receipt of a properly executed authorization form from the teacher involved, the Board will deduct from the teacher's pay check, the dues which the teacher has agreed to pay the Federation during the period provided in said authorization. During a school year should the gross salary remain the same, but Federation dues change, the Federation will reimburse the Board the reasonable cost for the computer programming of such changed deductions.
2. The Federation agrees to indemnify and hold harmless the Board in the event any of the members of the bargaining unit take any legal action as a result of the above described dues deduction.
3. A teacher wishing to discontinue dues deduction must notify in writing the **Personnel Department (or such alternate department as timely designated by the Superintendent, or designee)** and Federation at least thirty (30) calendar days prior to the desired date of discontinuance. The **Personnel** Department shall promptly notify the Federation President, or designee, of such request for discontinuance. Such request shall conform to the applicable terms (if any) of the currently effective dues authorization form executed by the teacher.
4. All authorizations for dues shall cease to be effective upon termination of employment by the Board.
5. Authorization for dues deduction shall remain in force from year to year if such is provided for in the authorization except as otherwise prescribed herein.
6. On the first work day following each teacher pay day, at least ninety percent (90%) of the Federation dues deducted from the previous pay period shall be transmitted to the Federation. The balance shall be transmitted prior to the tenth (10th) calendar day following that teacher pay day.
7. The Board shall not distribute Federation payroll deduction lists except as clearly appropriate to effectuate the operation of the School District and/or the administration of this Agreement.

L. Building Committee

1. If the Federation shall appoint a Building Committee of teachers in such building, the Committee may request a meeting between its Chairperson and the principal of such building to discuss the implementation of this Agreement or other working conditions of teachers. Any such request shall be in writing and shall include a clear description of the item(s) which the Committee seeks to discuss. If for any reason the principal shall decline to conduct such meeting with the Committee or decline to discuss any item(s) submitted, the principal shall upon written request respond to such item(s) or indicate why such item(s) are deemed inappropriate for discussion. Such response shall be no later than eight (8) teacher

employment days following the receipt of such a request. The Chairperson may be accompanied at such meeting by two (2) other teachers in such school and the principal may be accompanied by another administrator. This section shall not be construed as excusing any teacher from the assigned duties except as the principal shall expressly authorize.

2. The principal may likewise request a meeting with the Chairperson of the Committee, who shall meet or respond in the same manner as set forth above.
3. The response or action of any individual principal or Chairperson shall not be affected by the response or action of any other principal or Chairperson, and the character and/or substance of such response or action shall not be grievable hereunder, except as some other provision of this Agreement shall be allegedly violated, nor construed as any relinquishment of diminution of the Board's management rights.
4. **Anything in this section to the contrary, a principal may defer his response until there has been an interval of at least five (5) teacher employment days since his last response pursuant to this section.**

M. Consultation

1. The Superintendent, or his designee, shall meet at a mutually agreeable time at his office with representatives of the Federation (not to exceed four (4) in number) to discuss matters directly affecting the implementation of this Agreement and matters directly affecting the working conditions of teachers. Unless otherwise expressly agreed, such meetings shall not occur more often than monthly between September and May, and at least five (5) teacher employment days written notice shall be given of the request for such meetings; by mutual agreement, the discussion may also deal with additional items.
2. The Superintendent, or designee, shall confer with the Federation President, or designee, prior to final action being taken by the Board to totally close any instructional facility.

N. Discrimination for Exercising Rights

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

O. Teacher Convention

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

P. Federation Leaves

The Board shall provide to teachers selected by the Federation a leave with pay to attend conferences, conventions and/or workshops conducted by the Federation, LFT, AFT, or Louisiana AFL-CIO. If such events are held on teacher employment days, leave shall be granted provided (1) the total number of days by all teachers shall not exceed seventeen (17) during any school year, (2) no individual teacher shall utilize more than seven (7) of such days in any single school year, (3) written notice of intention to use such days shall have been filed with the principal of the

teacher and with the **Executive** Director of Personnel, or designee, at least ten (10) teacher employment days in advance and (4) the Federation shall reimburse the Board for the salary of the day-to-day substitute teacher (degreed), such reimbursement to be made in advance and without regard to the actual cost incurred by the Board for substitutes.

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

Q. Federation Building Representatives

The Federation agrees to reimburse the Board the sum of two thousand twenty-four dollars (\$2,024) to defray the cost of employing substitutes employed to provide one (1) day of release time to Federation Building Representatives and twenty-five (25) additional Federation teachers, provided that for teachers in excess of seven (7) who attend, the Federation will promptly reimburse the Board an amount equal to the full cost of substitutes who are employed. The teacher shall not suffer loss of pay or deduction from sick/emergency or personal leave.

R. Teacher Representation on Committees

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

S. Federation Chapter/Committee Dues Deduction

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

T. Negotiations

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

## ARTICLE 10 MANAGEMENT RIGHTS

A. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in Jefferson Parish in all its aspects, including but not limited to the following:

1. Maintain public elementary and secondary schools and such other educational activities as in its judgement will best serve the interest of Jefferson Parish;
2. Expend all monies accruing to the school system and make such transfers of funds within the budget as it shall deem desirable;

3. Provide the children of Jefferson Parish with as nearly equal advantages as may be practicable;
4. Determine the number, age, and qualifications of the pupils to be admitted into each school;
5. Evaluate the professional staff;
6. Reprimand, discharge or otherwise discipline the professional staff for cause;
7. Develop, implement and evaluate the instructional program;
8. Employ, assign, transfer and promote the professional staff;
9. Determine organizational patterns, grade level distribution, staffing, school calendar and the number and location of its schools;
10. Develop and implement guidelines for student discipline;
11. Take action as necessary to insure the safety and well being of students, staff and property in an emergency.

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

- C.
1. The Board acknowledges that all persons with responsibility for administration of policies and/or procedures promulgated by the School Board shall adhere to the same.
  2. The parties shall meet periodically to discuss any concerns over an alleged departure from such policy or procedure at a time and location which is mutually agreeable, provided neither shall be required to meet on such subject more than once each calendar month and that the subject(s) of such meeting be made known to the other party in writing at least three (3) working days in advance of the requested meeting.
  3. Each party shall determine the person(s) to attend such meeting on its behalf, provided the number thereof shall not exceed four (4) without the express consent of the other party.
  4. Any alleged violation of Board policy or procedure shall not be subject to Article 12 of this Agreement.

## ARTICLE 11 PROHIBITIONS AGAINST STRIKES AND LOCKOUTS

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

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

**ARTICLE 12  
GRIEVANCE PROCEDURE**

A. Statement of Cooperation

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

B. Definition

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

C. Statement of Grievance

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

D. All grievances beyond the school level must be transmitted by U.S. Postal Service, certified mail, return receipt requested or personally delivered **to the office of the designated administrator and received by the administrator, or designee.**

E. 1. a. **The Federation is the sole and exclusive employee organization designated to represent grievants.**

b. A teacher shall have the right of representation at all steps of the formal procedure herein; however, if a teacher should choose not to be represented by the Federation, the Federation shall also be given the opportunity to be present through an individual designee at the meetings held at such steps. **A teacher who has elected not to be represented by the Federation may not proceed beyond Step 2 of the Formal Procedure.**

2. The administrator whose action is being questioned and/or grieved shall have the right to representation at all steps of the Formal Procedure herein. The administrator's representative shall be an employee of the Board other than a member of the bargaining unit and/or a Regional Executive Director.

3. Legal representation shall not be present at any step of the grievance procedure prior to Step 3 of the Formal Procedure, **except as shall be mutually and non-precedentially agreed.**

F. If a teacher shall be required to participate in any discussion, conference or hearing during the teacher's workday, the teacher shall suffer no loss of pay thereby.

G. The parties may, upon mutual agreement in writing, extend all deadlines.

H. If the grievance shall assert a violation of the Agreement by an administrator other than a Building Principal, the grievance shall be considered at Step 2 by the appropriate Division Head in lieu of the Regional Executive Director.

I. Upon failure of the grievant or the Federation, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

J. Upon the failure of the Board to meet the time limits as prescribed in this Article, the grievance shall be advanced to the next higher level.

K. As used herein, "days" shall mean Monday through Friday, inclusive, except days on which the central administrative office of the Board is officially closed and except the Thanksgiving, Winter and Spring recess periods when teachers are not required to be in attendance.

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

**INFORMAL PROCEDURE**

A. A sincere attempt shall be made to resolve any prospective grievance by discussing the same with the immediate supervisor. **Such attempt shall be a condition precedent to further procedures under this Article.** If such discussion is unavailing, the prospective grievant(s) shall schedule an appointment with the administrator whose action is being questioned to seek to resolve any remaining issues.

B. 1. a. The prospective grievant(s) shall have the right to have an authorized representative of the Federation present at such informal meeting.

b. The administrator whose action is being questioned and/or grieved shall have the right to have a representative present at such informal meeting. The administrator's representative shall be an employee of the Board other than a member of the bargaining unit and/or a Regional Executive Director.

2. In the event the prospective grievant(s) exercises his right to have an authorized representative of the Federation present at such meeting, the Federation representative shall schedule such informal meeting with the **Executive** Director of Personnel, or designee, and the administrator whose action is being questioned.

3. The informal meeting shall be scheduled within fifteen (15) days of the occurrence giving rise to the grievance.

**FORMAL PROCEDURE**

Step 1:

If the grievant(s) is not satisfied with the results of the Informal Procedure, he may reduce the

grievance to writing. If the grievance is reduced to writing, this shall be filed with the affected administrator within five (5) days following the informal meeting. The administrator shall schedule a meeting within seven (7) days of such filing. The administrator shall provide the grievant(s) a written disposition of the grievance no later than ten (10) days following the grievance meeting and if the Federation is not a grievant, a copy of such disposition shall be furnished the Federation President, or designee.

Step 2:

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

Step 3:

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

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

### ARTICLE 13 PERSONNEL FILES

- A. 1. Upon request made one (1) day in advance, teachers shall have the right to examine the contents of their personnel files while in the presence of a member of the professional staff of the Personnel Department, or in the presence of the school principal, or designee, when the file is located in the school. Such examination of personnel files shall occur during normal business hours, provided that if the teachers cannot reasonably attend during such hours, a mutually acceptable arrangement will be made for such examination. Teachers shall have the right to be accompanied by a representative of the Federation during such examination.
2. Teachers may be permitted to reproduce in the Personnel Department a copy of all contents of their personnel files at a cost of ten (10) cents per page.
3. Teachers are not permitted to leave their place of assignment in order to examine their personnel files, except during the lunch hours or during a planning period when such absence shall be approved by the building principal or immediate supervisor.

4. A teacher who is unable for medical reasons or other extenuating circumstances to examine his personnel file may authorize the Federation to send a representative to make such examination on the teacher's behalf.

- B. No complaints or evaluative materials shall be placed in the files of a teacher unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he has read such material by affixing his signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with the content. A copy of such signed and dated material shall be promptly given to the teacher. If a teacher is not actively employed, a reasonable effort shall be made to apprise him of such material and to permit the teacher to pick up a copy of such material and concurrently acknowledge receipt of the same, but if the teacher cannot be so apprised or does not pick up a copy, such shall be mailed to his last known address by certified mail, return receipt requested.
- C. Teachers shall have the right to refute or to rebut in writing any derogatory material which shall be placed in their personnel files. Such refutation shall be made within twenty (20) working days which commences with the first day following the date the teacher acknowledges receipt of the derogatory material. A copy of the refutation or rebuttal shall be sent to the respective supervisor, administrator and/or person responsible for the submission of the derogatory material. Repetitive administrative responses to a rebuttal shall be excluded from the personnel file.
- D. 1. If derogatory material exists in a teacher's personnel file for more than twelve (12) calendar months, the teacher shall have the right to request (in writing) the Executive Director of Personnel, or designee, to remove or expunge all or portion(s) of such material. This decision shall not be subject to Article 12 of this Agreement and shall be non-precedential. Any reference to tardiness, absenteeism or the timeliness of filing lesson plans shall be removed or expunged upon its second anniversary or as soon thereafter as feasible if no related documentation was added during such two (2) year period. Teachers shall have the right to request the removal of all derogatory materials from a school-based file at the end of each semester or before such file is forwarded to another school.
2. The administrator receiving such written request to remove or expunge all or portion(s) of such material shall respond in writing within fifteen (15) working days of the receipt of the request.

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

### ARTICLE 14 DISCIPLINARY CONFERENCES

- A. 1. Prior to or during any conference with the teacher where it is clearly anticipated that the teacher will be recommended for dismissal or suspension, the teacher shall be given notice of such fact and the fact that he is permitted to be represented by or assisted by another teacher or

Federation representative (other than legal counsel). Unless circumstances otherwise dictate, the teacher shall be allowed at least five (5) hours to secure such assistance. If the teacher does not choose to take advantage of such assistance after being advised of his right to such assistance, the teacher shall be deemed to have waived such right of assistance. The teacher's representative at the meeting shall not displace the teacher as the conferee unless all parties otherwise agree. The representative at the conclusion of the conference may make a brief (not to exceed five (5) minutes unless all participating parties otherwise agree) oral statement on the teacher's behalf.

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

#### ARTICLE 15 DISCIPLINE AND DISCHARGE

- A. If the Superintendent shall recommend the dismissal or non-renewal of any teacher, the teacher shall be given written notice thereof with reason(s) prior to final Board action on such recommendation.
- B. Upon receipt of the notice described in the preceding subsection, or upon being advised that the principal intends to make such recommendation for dismissal or non-renewal, the teacher shall, upon written request filed with the **Executive** Director of Personnel, or designee, no later than fifteen (15) school days following receipt of

such recommendation, have the right to a meeting with the **Executive** Director of Personnel, or designee, at which time the teacher may advance reasons why such dismissal or non-renewal should not be recommended to the Board. The teacher may be accompanied at such meeting by a Federation officer or staff member regularly employed by the Federation and such officer or staff member may make a statement on behalf of the teacher and/or otherwise reasonably participate in such meeting within the discretion of the **Executive** Director of Personnel, or designee.

- C. Teachers who no longer are employed by the Board shall retain the right to grieve alleged violations of this Agreement which occurred during their employment or concurrent to their involuntary termination, subject only to the provisions of Article 12.
- D.
  1. No teacher shall be suspended or deprived of any property or liberty interest without just cause. As used herein, liberty interest means the publication or distribution of any official allegation, charge or opinion which has a stigmatizing or other disabling effect upon the teacher, but not including any educationally relevant evaluative comments in internal school files or reports.
  2. If a teacher shall receive a written reprimand on a special conference form, the teacher may request that such reprimand be reviewed at a conference with an administrator appointed by the **Executive** Director of Personnel, or designee. The teacher shall have the right to be represented at such conference by a Federation officer or staff member.
- E. The parties acknowledge it is typically desirable to adhere to established principles of progressive discipline when it is necessary to take action against an employee. Progressive discipline most frequently includes the following steps taken sequentially: verbal warning, written reprimand, suspension and dismissal, although where warranted one or more of the foregoing is properly omitted.
- F. The provisions of this Article shall not be applicable to dismissal or non-renewal of any teacher for reason of reduction of staff or curtailment or elimination of programs.

#### ARTICLE 16 REPRIMAND AND CRITICISM

- A. The Board agrees that it is inappropriate to reprimand or criticize teachers in the presence of students, parents or others except as may be required at disciplinary conferences, grievance hearings and at hearings conducted by or at closed meetings of the School Board.
- B. If a teacher shall become the subject of a complaint:
  1. Any discussion between the administration and the employee regarding the allegation shall be conducted in private.
  2. Prior to any final action being taken, a conference shall be conducted between the administrator and the employee to fully discuss the events surrounding the complaint.
  3. The administration shall, at all times, proceed in a manner which assumes the innocence of the employee until such time as the allegation is supported by evidence to the contrary.
  4. If the employee is directed to attend a conference with the administration

and the complainant, the employee may be accompanied by a representative. The teacher shall be allowed at least three (3) hours to secure such assistance.

5. To the extent provided by law, the Board shall defend and hold harmless any teacher for actions fully within the course and proper scope of employment.
  6. No anonymous complaint(s) shall be used as the basis for the discipline of a teacher. The principal may orally indicate to the teacher that such anonymous complaint(s) was/were received. Such anonymous complaint(s) shall not be included in the teacher's personnel file.
- C. Accusations involving corporal punishment and/or moral offenses concerning students shall be reduced to writing and shall include the date, time, location and specific details of the alleged offense. The employee so accused shall be given a copy of the accusation and will have at least twenty-four (24) hours to prepare his response. A request by a teacher for an additional day to prepare a response shall not be arbitrarily denied.
- D. If the accusation(s) is (are) determined to be unfounded, all documents relating thereto shall be expunged from the files of the Board.
- E.
1. Prior to any investigatory conference, the affected teacher shall be apprised as to the general nature of the allegation(s).
  2. If a teacher is directed to attend an investigatory conference concerning a matter which, if formally alleged, could reasonably be anticipated to publicly stigmatize the teacher, the teacher shall have the right to have a Federation representative and/or an attorney present. The teacher shall be allowed at least three (3) hours to secure such assistance.
  3. The participants in an investigatory conference shall be confined to the teacher, his attorney, a Federation representative, Board counsel and appropriate administrators provided this subsection shall not apply where identification and/or confrontation is reasonably appropriate.

#### ARTICLE 17 EVALUATION APPEAL PROCEDURE

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

The **Executive** Director of Personnel, or designee, shall have the option of referring such appeal to support personnel from the Personnel Department for the purpose of investigating such appeal and/or conducting a conference with the affected teacher and administrator. The teacher shall have the right to have a conference with the **Executive** Director of Personnel, or designee, when the issue is not resolved through support personnel. Any such conference shall be convened as soon as feasible. The teacher shall be entitled to representation as provided in

Article 14 of this Agreement at any conference with the **Executive** Director of Personnel, or designee.

The appeal procedure shall not be subject to the grievance procedure (Article 12) of this Agreement or of any other grievance or complaint procedure.

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

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

#### ARTICLE 18 TRANSFERS

##### A. Teacher Transfer Procedure

1. Between June 1 and June 30 (but not including Saturdays, Sundays or holidays), the Personnel Department shall implement a procedure for the purpose of effectuating voluntary **and involuntary** transfers. All certificated personnel who have requested a transfer (except those who are on an intensive assistance schedule) **and those who have been identified to be involuntarily transferred** are eligible to participate.
2. Requests for transfers shall be submitted in writing to the Personnel Department on forms prescribed by the Personnel Department beginning February 17 and ending no later than March 27. Such filings shall be by hand delivery during such period or by certified mail, return receipt requested, provided such is postmarked during such period and received no later than two (2) school days following such period.
3. The Personnel Department shall issue appointment letters for the transfer procedure to all such teachers no later than the last day of classes. Letters of appointment shall be distributed through the inter-school mail or picked up at the Personnel Department or the Federation office. The Board and the Federation assumes no obligation for the misdelivery or non-delivery of any such appointment letters. Certified mail, return receipt requested shall be used to issue appointment letters to teachers identified for **involuntary transfers** after the close of the school year.
4. Prior to the bidding for positions, those teachers who receive appointment letters for voluntary transfers and want to transfer **and those who receive appointment letters for involuntary transfers** shall attend an interview with the principal(s), or designee, of the school(s) for which there are vacancies and/or prospective vacancies for which they are certified. Such interviews shall be conducted at a central location and scheduled at appropriate intervals. Non-appearance for an interview **by a teacher who applied for a voluntary transfer** shall constitute a revocation of the request for a voluntary transfer. **Non-appearance for an interview by a teacher identified to be involuntarily transferred shall be handled in accordance with Section A. 16.**

5.
  - a. At the **conclusion of the interview process**, the principal, or designee, shall submit a list to the Personnel Department of those teachers who were interviewed and indicate which of the teachers interviewed are eligible for a transfer to his school. Such list shall indicate a minimum of **sixty percent (60%)** of those interviewed being eligible for a transfer in each area of certification. Such eligibility for a transfer shall not be subject to the provisions of Article 12 of this Agreement.
  - b. Bidding will be conducted during the transfer procedure by the use of cards, which will have the teacher's seniority date, certification(s) and school(s) for which he is eligible for a transfer. In the event a teacher's bidding card does not contain any school(s) for which he is eligible, such teacher shall have the right to file an appeal with the **Executive** Director of Personnel, or designee, whose decision shall be final and not be subject to the provisions of Article 12 of this Agreement.
  - c. Transfer requests of eligible bidders as provided in **Section A. 5. a.** herein shall be processed by order of seniority of the teacher, provided no teacher shall be transferred outside his area(s) of certification.
6. Recommended bidders for transfers as provided in **Section A. 5.** herein, may bid for those schools for which they are eligible based on seniority. In all instances seniority will determine the order of bidding, except in those instances covered in **Section A. 11.** In cases where a common seniority date exists, as determined in Article 8, Section C., a drawing of lots will be held at the transfer procedure to determine the successful bidder. Voluntary transfers will be taken prior to involuntary transfers.
7.
  - a. All principals, or designee, shall attend the interview aspect of the transfer procedure and interview all teachers who choose to be interviewed for the vacancies and/or prospective vacancies at such principals' schools.
  - b. In the event a principal, or designee, fails to attend the interview aspect of the transfer procedure, all teachers in attendance during the bidding process of the transfer procedure are eligible to select such school. **Such teachers shall not be included in the calculation of eligibility as provided in Section A. 5.**
8. **If a person is unable to attend the bidding procedure, he may select a personal representative to act on his behalf. The personal representative must bring an official Proxy duly signed by the teacher unable to attend.**
9. The transfer procedure shall provide at least one (1) hour prior to the daily start of bidding for a review of the available positions. The bidding shall not begin prior to 8:00 a.m. Transfer procedure participants shall have no more than four (4) minutes to select a position.
10.
  - a. Any position offered for bid will be open to all properly certified attendees except as noted in **Section A. 11.** Vacancies, which are created through the bidding process at the voluntary transfer procedure, shall become available for bidding at the transfer procedure.

- b. Vacancies which occur after the date of the transfer procedure and which are filled with a newly employed or substitute teacher or a teacher of a race different than that which is indicated, shall be filled only for the balance of the school year, **except as provided in Section A. 18.** These positions shall be posted as vacant positions at the next year's transfer procedure, **if such positions continue to exist.**
- c.
  1. **A teacher appointed after the transfer procedure and/or selected through the advertised/interview procedure to fill a vacant position of adapted physical education teacher, band director, Title ' instructional facilitator, gifted or talent educator teacher, librarian, educational diagnostician, adult education teacher, social worker or school psychologist which occurred after the date of the transfer procedure shall be deemed permanent if such individual is fully certified and is of the race that is necessary to maintain the racial balance where applicable. Such appointment shall be considered a voluntary transfer.**
  2. The application period for advertised positions shall be for a period of not less than ten (10) workdays.
- d. Newly employed teachers shall be considered temporarily assigned to a vacancy, except as provided in **Section A. 18.**
- e.
  1. A teacher returning from Special Leave Without Pay after the transfer procedure, except as provided in Article 72, shall fill a vacancy for the balance of the school year only.
  2. A teacher who applies for a Special Leave Without Pay at anytime during the school year and during the summer months preceding a school year and returns from a Special Leave Without Pay, except in the instance noted in Article 72 of this Agreement, shall fill a vacancy for no longer than the balance of the school year in which the teacher returns to active service. The position filled by the teacher returning from a Special Leave Without Pay shall be posted as a vacant position at the next year's transfer procedure. In no instance shall a teacher, who is being involuntarily transferred and refuses to choose a teaching position at the transfer procedure and then applies for a Special Leave Without Pay and then subsequently requests that the Special Leave Without Pay be rescinded, be returned to the school from which the teacher was being involuntarily transferred.
  3. Those teachers reinstated from Special Leave Without Pay after the transfer procedure shall be

considered temporarily assigned to a vacancy and shall be ineligible for the provisions provided in **Sections C. 3. and C. 5.** of this Article.

- f. When a teacher, who holds a Temporary Teaching Assignment (TTA) or Circular 665, is appointed to fill a vacancy and such teacher becomes fully certified during that school year, the following shall apply:
1. The teacher shall fill the vacancy for the balance of the school year.
  2. The teacher shall have been considered temporarily assigned to such vacancy.
  3. The teacher shall be ineligible for the provisions provided in **Sections C. 3. and C. 5.** of this Article.
  4. The teacher shall be given credit for the time employed as a teacher in the Jefferson Parish Public School System for the purpose of seniority.
  5. This provision excludes those individuals who hold a Temporary Teaching Assignment (TTA) in an area(s) outside the area(s) for which he is fully certified.
- g. A teacher who holds a Temporary Teaching Assignment (TTA) or Circular 665 who is appointed to fill a vacancy which remained at the conclusion of the transfer procedure shall be deemed a permanent employee provided such individual became certified during the school year and is in compliance with the racial balance of the work location.
11. Due to involuntary transfers, the need to maintain racial balance, avoid **layoffs**, or as otherwise denoted in other sections of this Agreement, some positions may have restricted bidding at the transfer procedure. Such positions will be determined and announced after consultation with the Federation President.
12. Late arrivals at the transfer procedure shall be given an opportunity to bid on any subsequent positions offered for bid after their arrival. No late bids will be accepted for positions offered for bid prior to their arrival, regardless of seniority.
13. Confirmation of the assignment shall be given to all successful bidders at the transfer procedure.
14. Once an individual has successfully bid on a position he shall absent himself from the transfer procedure. He shall have no right to revoke a successful bid and shall otherwise be subject to all of the provisions of this Article.
15. Representatives of the Jefferson Federation of Teachers (not to exceed twelve (12) in number) shall have the right to attend the transfer procedure. Regularly employed professional staff of the Federation shall have the right to attend the transfer procedure and shall not be included in the number of representatives above.

16. A representative of the Federation shall select a position for an individual who has been identified to attend the transfer procedure as an involuntary transfer and is absent. Such selection shall occur at the conclusion of the transfer procedure for the certified teacher applicants **who attend the interview and bidding process** for the coming school year. If such teacher does not indicate acceptance of such position by responding to the notification issued by the Personnel Department within five (5) work days of receipt of notification, such lack of notification shall be deemed as a resignation from the school system and the position shall be filled in accordance with Section D.
17. a. Prior to the regularly scheduled transfer procedure, those individuals currently employed as counselors shall participate in a transfer procedure according to the procedures outlined in this Article.
- b. Bidding for counseling positions will be conducted by the use of cards, which will have the counselor's seniority date, certification and status of tenure and non-tenure. Tenured counselors shall be ranked ahead of non-tenured counselors for the purposes of voluntary **and involuntary** transfers at this transfer procedure.
- c. **Counselor positions which occur after the transfer procedure shall be filled through the advertised/interview procedure in all schools within the system. The individuals who apply will be ranked accordingly: tenured counselors, non-tenured counselors and teachers not presently in counseling positions. The individual selected must first be from among the tenured counselor applicants. If there are no tenured counselor applicants, then the individual selected must be from among the non-tenured counselor applicants. In the event there are no non-tenured counselor applicants, then the individual selected must be from among the applicants who are not in counseling positions. The individual selected shall be deemed permanent if such individual is fully certified and is of the race that is necessary to maintain the racial balance. Such appointment shall be considered a voluntary transfer.**
18. a. A teacher who is appointed to fill a vacancy which remained at the conclusion of the transfer procedure shall be deemed a permanent employee if such individual is fully certified (excluding TTA's and Circular 665) for the position and such is in compliance with the racial balance of the work location.
- b. A teacher employed in a newly created position which becomes available after the transfer procedure due to an increase in student enrollment shall be allowed to retain such position provided he is regularly certified for such position, such will not adversely affect the racial balance, such position was not on "hold" at the transfer procedure **and such position continues to exist.**

- c. The Board and the Federation agree that stable school faculties are desirable. To enhance this objective, for every two (2) newly hired teachers which would create vacancies if these teachers are required to leave their initial school assignment and attend the transfer procedure, and one (1) additional permanent vacancy, which shall not include a sabbatical leave vacancy, these schools will be allowed to keep one (1) newly hired teacher as a permanent member of their faculty. The teacher(s) retained must be in compliance with racial balance and certification requirement. This shall not, however, preclude these teachers from voluntarily attending the transfer procedure.

Those newly employed teachers not retained shall be ineligible for the provisions provided in **Sections C. 3. and C. 5.** of this Article, except for positions newly created as a result of increased enrollment.

- d. Any school which over a period of three (3) years has zero (0) voluntary transfers from the school, may retain the teacher filling a position that occurred after the transfer procedure with the agreement of said teacher and administrator.

#### B. Voluntary Transfers

1. Any member of the bargaining unit shall have the right to request a voluntary transfer.
2. At the end of each semester the Board shall furnish to the Federation President, or designee, a list of all vacancies then known or anticipated. A caveat may be included in such list that all such vacancies may not exist at the time of the transfer procedure.
3. Within ten (10) workdays after the close of the voluntary transfer request period, the Board shall forward to the Federation a copy of each transfer request received.
4. When a teaching vacancy and a coaching vacancy concurrently exist at a school, the most senior teacher requesting a transfer to that school who seeks both the teaching and coaching assignment, who is certified and qualified for both positions and (1) has been a coach in the same sport at the same level in a similar school (i.e., at the same level as described in Article 8, Section J. sub-paragraphs 1-4) and has not been adversely evaluated in such coaching position, or (2) has satisfied the committee interviewing coaches that he is an appropriate candidate for such coaching vacancy, shall be transferred to such teaching and coaching vacancies prior to the transfer procedure. If no teacher requesting a transfer is qualified for both the teaching and coaching position, the teaching vacancy shall be filled in accordance with **this Article**.
5. New hires shall not be assigned to vacancies prior to the initiation of the implementation of voluntary **and involuntary** transfers, except in the hiring of coaches or in accordance with Section D.
6. A teacher identified to be involuntarily transferred due to the need to maintain racial balance, the closing of a school facility, the constructive

reduction in positions to the teaching ranks, or the changing of school organization levels shall be eligible for a voluntary transfer at the transfer procedure immediately following such notification, and shall not be subject to **Section A. 2.** above.

#### C. Involuntary Transfers

1. If the Board shall determine that it is necessary to reduce the number of teachers in a school or any department or division thereof, or the need to maintain racial balance and such cannot be accomplished through the implementation of the then pending voluntary transfer requests, the teacher in such building (or where applicable, the affected department and/or subject area), with the least seniority shall be transferred to another school location. Such involuntary transfers shall be done in accordance with the following procedures:
  - a. No teacher shall be involuntarily transferred from a school if the teacher is teaching a subject, or in an area for which no other teacher in the building is certified to teach.
  - b. In elementary schools, the least senior teacher shall be transferred to another school location. Kindergarten teachers shall not be considered separately from other teachers in the elementary schools. Special education teachers may choose to accept a position in regular education provided it is the position of the least senior teacher in the school and the special education teacher forfeits his special education supplemental pay.
  - c. In middle/junior high schools, the principal shall select the teacher to be transferred from among the three (3) least senior teachers in the building. If there are more than three (3) teachers in the building who have completed less than one (1) full year of employment as a teacher for the Board, all such teachers shall be included in the group from which the principal shall make his selection. If the least senior teacher is not selected, the teacher selected must be a member of the department/subject area that is more adversely affected (i.e., suffers the greater number of lost classes) than is the department/subject area to which the least senior teacher is assigned. Examples of department/subject areas include but are not limited to special education, physical education, reading lab and such curriculum areas as math, science, etc. A teacher shall be deemed to be in the department/subject area which is his predominant activity. If the affected teacher in such department/subject area is certified and has taught in another department/subject area within the previous four (4) years, he may choose to accept a position in that department/subject area, if there is a teacher with less seniority in that department/subject area.
  - d. In the high schools, the teacher in the affected department/subject area with the least seniority shall be transferred to another school location. Examples of department/subject areas include but are not limited to special education, physical education, reading lab and such curriculum areas as math,

science, etc. A teacher shall be deemed to be in the department/subject area which is his predominant activity. If the affected teacher in such department/subject area is certified and has taught in another department/subject area within the previous four (4) years, he may choose to accept a position in that department/subject area, if there is a teacher with less seniority in that department/subject area.

2. If feasible, the Board shall consolidate the determination of involuntary transfers throughout the school system to a limited time period near the end of the school year or during the summer recess. If among all the teachers then identified as being subject to an involuntary transfer, an option to select a position for which no voluntary transfer request was granted shall be extended based upon their seniority, with the teacher with the greatest seniority having the first option. Such teachers may select from those positions for which they are certified at the transfer procedure.
3.
  - a. If subsequent to such involuntary transfer, but no later than the Thursday after Labor Day of the school year, a vacancy shall be created in the building from which the teacher was transferred for which the teacher is certified, such transferred teacher shall have the right to such vacancy by applying therefore in writing to the Personnel Department. The notice of involuntary transfer shall include an appropriate method of making such application, such application shall be non-revocable, except as provided in subsection C. 3. b. below. Such application shall have precedence over any voluntary transfer request.
  - b. A teacher may revoke this application by submitting notification of such revocation to the **Executive** Director of Personnel, or designee. Such notification shall be non-revocable and shall be submitted beginning February 17 and ending no later than March 27, by hand delivery or certified mail, return receipt requested, provided such is postmarked during such period and received no later than two (2) school days following such period.
4. If, after the conclusion of the transfer procedure, the Board shall determine that it is necessary to reduce the number of teachers in a school:
  - a. The teachers in the school (or where applicable, the affected department/subject area) shall be eligible to volunteer to transfer in order of seniority to another school location;
  - b. All teachers in the school shall be given formal notification of the impending reduction and of their option to volunteer to transfer;
  - c. A list of available vacancies shall be posted on the school bulletin board;
  - d. If there are no volunteers, the teacher to be transferred shall be the teacher who is least senior in the affected department or the least senior in the school, provided the teacher being involuntarily transferred from a school is not teaching a subject

or in an area for which no other teacher in the school is certified to teach.

5. Teachers who were involuntarily transferred the previous year shall have the right to return to the schools from which the transfers were made according to seniority if a vacancy exists for which the teacher(s) is certified prior to the Thursday after Labor Day of the school year following the transfer.
  6. The Board shall make available to the Federation President, or designee, a copy of the list of anticipated vacancies at least one (1) day before teachers (who have been identified to be involuntarily transferred) are called to select their assignments. Such list shall include subject areas and grade levels available at each site.
- D. At the conclusion of the transfer procedure, the Personnel Department shall schedule interviews for all certified teacher applicants seeking employment for the coming school year with those principals, or designee, who have vacancies at their respective work locations. The Personnel Department shall notify the applicants of their school assignments for the coming school year. A copy of the list indicating such assignments shall be forwarded to the Federation as soon as such information is available, but no later than August 1.
  - E. Where the entire student body of a school building or an entire classification or department is moved en masse to another school building the teachers whose classes are affected by such move shall be transferred to such other school building subject to the other provisions of this Article.
  - F. If vacancies arise within a school building during the school year, consideration shall be given by the principal to requests by teachers for reassignment within such building effective with the onset of the next school year, consistent with the qualifications of other teachers assigned to such school building.
  - G. A teacher on sabbatical leave shall be notified if he is subject to transfer or if his position is subject to being abolished. Such notification shall be by certified mail, return receipt requested.
  - H. Vocational teachers placed outside of their field shall be immediately transferred (by seniority) to positions within their field as these positions become available.
  - I. Non-public School Special Education Transfers
    1. Positions in special education classes which are provided in non-public schools and are not a duplication of services provided by the Jefferson Parish Public School System shall be filled by Sections A., B., C., D., E., F., G. and H. above.
    2. Positions in special education classes which are provided in non-public schools and are a duplication of services provided by the Jefferson Parish Public School System shall be filled only after all special education positions in the Jefferson Parish Public School System have been filled by certified special education teachers.
    3. No teachers shall be voluntarily transferred into non-public positions, exclusive of positions identified in **Section I. 1.** above.

4. Only teachers scheduled for reduction-in-force shall be involuntarily transferred to Board-approved special education teaching vacancies in non-public schools.
5. The Board shall not involuntarily transfer special education teachers assigned to non-public schools prior to the 1983-84 school session unless pupil-teacher ratio changes reduce teacher needs.

#### ARTICLE 19 STAFF REDUCTION

- A. In the event the determination is made by the Board that a lay-off is necessary, teachers to be laid-off shall be identified and informed of their impending lay-off not less than forty-five (45) calendar days prior to the effective day of lay-off. Should this forty-five (45) day lay-off be in effect at any time during the school year, the affected teacher shall receive his daily rate of pay for those work days in such forty-five (45) day period for which he would have been employed had the lay-off not occurred. The services of the affected teacher may be utilized as a substitute during such forty-five (45) day period.
- B. If the Board shall determine that it is necessary to lay-off any teachers, such lay-off shall be in the inverse order of seniority, provided the teachers remaining are fully certified to teach the department/subject areas remaining to be taught.
- C. Teachers identified for lay-off may be assigned to an excess teacher pool for a period not to exceed forty-five (45) days. Such assignment, if any, shall be by certification with the most senior teacher(s) within each certification being the first to qualify.
- D. Teachers who are subject to lay-off shall be placed on a recall list for a period of two (2) years from the effective day of lay-off. A recall list shall be provided to the Federation and shall be amended semi-annually thereafter.
- E. 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.
- F. No position shall be filled by a new hire while an active recall list is in effect, except if the persons on such list are not certified for the available position(s). If no certified teacher is available, the teachers on the recall list shall be given preference in order of seniority for the vacancy.
- G. During the period of eligibility for recall, if a teacher elects to do so, he may participate in the JFT Health & Welfare Fund as provided by Fund policy and may maintain any insurance provided to teachers by making timely advance payments to the appropriate office, the total amount of payment/premium which would otherwise be due from the Board and employee, provided the insurance carrier shall agree in writing to such payments.
- H. During the period of eligibility for recall, the teacher shall be placed on the substitute list after those individuals who serve as regular substitutes. The teacher shall have their name placed on the substitute list at no more than three (3) schools of their choice. The teacher shall send such written request to the **Executive** Director of Personnel, or designee. As used herein "regular" shall mean substitute teachers who when requested are typically willing to accept daily appointment.

#### ARTICLE 20 TEACHING ASSIGNMENTS

- A. Teachers shall have the right to request teaching and classroom assignments prior to the close of school. The itinerant elementary physical education coach shall have the right to request a teaching assignment at their home base school.
- B.
  1.
    - a. In the event a principal changes a teacher's assignment for the following school year, the principal shall make every effort to notify the teacher of their then anticipated assignment for the following school year no later than five (5) work days prior to the principal's last working day of such school year.
    - b. Except in an emergency or other extenuating circumstances, the principal shall notify those teachers whose assignments will remain the same for the following school year no later than the principal's last working day of such school year.
    - c. Such notification shall be conveyed orally or in writing to the teacher's last known home address or the teacher's school mailbox when school is in session. Where there is a change of assignment, the principal, or designee, shall make every effort to provide or confirm such assignment in writing.
  2. If a change in a teacher's assignment should occur after such notification in subsection B.1. above, the principal shall notify the teacher as soon as feasible. Such notification shall be conveyed in writing to the teacher's last known home address (or the teacher's school mailbox when school is in session).
- C. Teachers shall be permitted to take manuals home for the summer to prepare for the next school year, provided the teacher has signed out for such material and assumes the responsibility for such manuals, and will promptly return them upon request.
- D.
  1. The principal shall make available to each teacher a form designed by the school system on which the teacher may state a request for teaching assignment(s). Such forms may be placed in teachers' mailboxes or made available to teachers through some other reasonable means.
  2. Principals shall give every consideration to teacher requests for assignments for which he is certified. Changes in a teacher's assignment shall not be made for arbitrary or punitive reasons.
  3. No middle/junior high or high school teacher shall be assigned more than three (3) preparations unless extenuating circumstances make it unreasonable or impractical.
  4. An honors credit course shall be considered as one (1) teacher preparation if the material or preparation time therefor is significantly more extensive than that applicable to the similar credit course not offered as honors and provided that the honors curriculum is adhered to as promulgated in guidelines distributed by the **Division** of Instruction.
- E. The Board shall make a reasonable effort to avoid the consistent assignment of low-ability students, REAL classes and students with properly documented consistent discipline problems to the same teacher when alternatives are available to

adequately meet the needs of students.

- F. Should the student body of one (1) school be platooned the teacher shall have the right to choose their session according to seniority to the extent such does not interfere with maintaining an appropriate balance of experienced and less-experienced teachers or some other clear need of the school system.

## ARTICLE 21 CLASS SIZE

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

## ARTICLE 22 PLANNING TIME

- A. Every teacher in middle/junior high and high schools shall be scheduled for a daily uninterrupted planning period. This period of time shall be equivalent to the length of the student's class period on the day preparation time is scheduled. This planning period shall be duty free except if circumstances clearly make it unreasonable and no other feasible alternatives exist to rectify the problem. If such circumstances exist, the principal and the Federation Building Committee shall meet and attempt to develop an equitable distribution of duty. At this meeting, the distribution of all duties on an equitable basis shall be included in the discussion with every consideration given to teachers' requests and the needs of the school. Matters to be discussed and considered at the meeting shall include:
1. limiting the total amount of teacher duties (all-inclusive) to a maximum number of minutes per week;
  2. permanent duty assignments in exchange for relief from other duties and/or responsibilities;
  3. exceptional cases wherein duties are associated with an individual teacher's assignment and are not common to all teachers and the overall needs of the school;
  4. adequate teacher supervision in halls during change of class;
  5. reduction in amount of student movement during class time;
  6. piloting a duty schedule for a nine (9) week period provided that if such schedule does not resolve the problem such meeting shall be reconvened for additional discussion.

If an agreement cannot be reached, the principal, Federation Building Committee and the **Executive** Director of Personnel, or designee, shall meet. If agreement is still not reached, the principal shall assign duty.

- B. 1. a. Every elementary teacher shall be scheduled for no less than one hundred sixty-five (165) minutes of planning time during the student week except when the student day or the student week has been shortened. This planning time shall be duty free except if circumstances clearly make it unreasonable.
- b. **Effective with the beginning of the second nine weeks of the 2000-2001 school year**, every elementary teacher shall be scheduled for no less than **two hundred twenty (220)** minutes of planning time during the student week except when the student day or the student week has been shortened. This planning time shall be duty free except if circumstances clearly make it unreasonable.
2. Elementary physical education teachers shall bring and/or retrieve those students who are scheduled for physical education immediately preceding and/or following lunch.
- C. During the overall time-frame when standardized tests are being administered, every effort shall be made to distribute planning time equally.
- D. With the consent of the principal, a teacher may leave the school site during such planning time, provided that such consent shall not be arbitrarily denied.
- E. 1. This Article shall not be applicable to teachers assigned to buildings described in Article 8.J.5. of this Agreement or to teachers who for particular circumstances are not readily relieved of their responsibilities of supervising students during the entire school day, provided the Board shall seek to provide adequate planning time for such teachers.
2. The principal shall make every effort to provide adequate planning time for special education teachers during the student week except when the student day or the student week has been shortened. This planning time shall be duty free except if circumstances clearly make it unreasonable. Reasonable accommodations will be made to serve the needs of special education students who require maximum supervision throughout the school day.
- F. Planning time shall appropriately include required staffings, professional conferences or parent conferences. Professional conferences involving four (4) or more teachers shall be scheduled a reasonable period in advance (which ordinarily shall be one business day or more) unless circumstances make it impractical. Typically, parent conferences shall be scheduled by the teacher.
- G. This planning time shall be scheduled during the student day and where feasible such planning time shall be in blocks of time of reasonable duration.

## ARTICLE 23 SCHOOL DAY

- A. All teachers in schools operating on a regular schedule must report fifteen (15) minutes before the beginning of the school day. Teachers may leave no sooner than

five (5) minutes after the close of the school day. Platoon teachers (who teach one of the platooned sessions) shall report fifteen (15) minutes before the reporting time of their assigned platoon and shall leave not sooner than five (5) minutes after the dismissal of students of such platoon. This section shall not be applicable to buildings excluded from Article 8.J.5. or to social workers.

- B. As used in this Article, "school day" shall mean the regular student attendance hours, regardless of whether students are present.
- C. The parties acknowledge the responsibility of both the administration and teachers to take every action possible to safeguard students and school personnel in the event of weather or other emergency. To enhance compliance with this responsibility, the building principal, or designee, shall meet with the Building Emergency Committee, at least once a year, to design and/or update the school emergency procedure plan. Such design and/or update of the school emergency procedure plan shall be submitted to the Executive Director of the East Bank Region or the West Bank Region. The Building Emergency Committee shall be formed within the first seven (7) work days and shall include the Federation Building Representative, or designee, as a member.
- D. When students are sent home as a result of an emergency, teachers shall be dismissed as soon as practicable.
  - 1. To facilitate the exiting of students, the immediate supervisor may ask for a sufficient number of volunteers. If volunteers are not acquired, the immediate supervisor may assign a sufficient number of teachers.
  - 2. Teachers shall suffer no loss of pay or accumulated leave as a result of such action.
- E. During the life of this Agreement the length of the school day shall not exceed that of the 1998-99 school year unless so required by State regulation or law.
- F. The JFT Building Committee shall have input into the scheduling of activity periods through the Activity Coordinator (if any).

#### **ARTICLE 24 EXAM SCHEDULE**

- A. On each exam day for middle/junior and high school students, students shall take a maximum of two (2) exams. All exams shall be scheduled during the first half of the school day. Each student shall be dismissed following his last exam each day.
- B. Sixth grade students attending elementary schools shall follow the elementary school schedule.
- C. Meetings of more than two (2) hours duration shall not be scheduled during exam days. Meetings of two (2) hours or less may be scheduled if the majority of the affected teachers agree to such scheduling.
- D. Staff development workshops and/or seminars shall not be scheduled on exam days on which exams are actually scheduled, unless no other feasible alternative exist.

#### **ARTICLE 25 RECORDS DAY**

- A. 1. Elementary schools shall be scheduled for one (1) full Records Day at the end of each nine week period.

- 2. Middle/junior and senior high schools shall be scheduled for one (1) full Records Day at the end of the second and fourth nine week periods.
- 3. On the Records Day at the end of the fourth nine week period, a teacher shall be dismissed upon completion and submission of his records, provided such dismissal shall occur no sooner than one-half (1/2) day.

- B. Meetings of more than one (1) hour's duration shall not be scheduled during Records Day. Meetings of one (1) hour or less may be scheduled if the majority of the affected teachers agree to such scheduling.
- C. A principal may request teachers to volunteer to complete records prior to the end of year Records Day as follows:
  - 1. one-third (1/3) of all homeroom teachers to turn in all of their records no later than one (1) hour after teacher reporting time of the second (2nd) teacher work day preceding Records Day;
  - 2. one-third (1/3) of all homeroom teachers to turn in all of their records no later than one (1) hour after teacher reporting time of the teacher work day preceding Records Day;
  - 3. one-third (1/3) of all homeroom teachers to turn in all of their records no later than one (1) hour after teacher reporting time on Records Day.

If sufficient volunteers cannot be secured to adhere to the above schedule, the principal shall assign teachers on a rotating basis as to comply with the above schedule. Teachers shall not be deemed to have completed their assignment until all of their records have been turned in and approved.

- D. During the final grading period teachers shall not be required to submit roll books, CUM cards or report cards until the end of the school year, so that final records can be reviewed, unless extenuating circumstances make an earlier submission clearly necessary. At other grading periods, all of the teachers of a school building shall not be required to submit roll books, report cards or CUM cards except as the building principal shall determine that the interest of the school shall be served thereby. Such determination shall not be arbitrarily made.
- E. Records, except placement cards, required to be sent from elementary to middle/junior high school shall not be required prior to the fifth from the last teacher workday.

#### **ARTICLE 26 FACULTY MEETINGS**

- A. 1. Except as an emergency may otherwise require, faculty meetings shall be held no more often than once in each calendar month. Faculty meetings shall not be conducted in those months in which parent conference days are scheduled. If such meetings are conducted outside the work day, not to include Saturday, Sunday or holidays, they shall be included in one (1) hour. As used in this sub-section only, "emergency" shall mean a circumstance which affords no reasonable alternative consistent within the needs of the Parish and which could not reasonably have been avoided.
- 2. During a faculty meeting conducted on one (1) of the first two (2) teacher

work days, the faculty shall determine whether faculty meetings held during the school year shall be conducted in the morning, the afternoon or a combination thereof. Such determination shall be by a majority vote of the teachers.

- B. Whenever feasible three (3) school days advance notice of faculty meetings shall be given.
- C. This Article is not applicable to meetings required for faculty studies or to meet the requirements of accrediting bodies, or to meet any legal requirements or conditions of grants of funds. The principal shall solicit the preferences of teachers as to the days of the week and dates on which such meetings should be scheduled, and thereafter meet with the Federation Building Committee at its request to review such scheduling. Meetings of Department Chairpersons and comparable groups shall not be affected by this Article.
- D. Faculty meetings shall not be scheduled on parent conference day during the teacher work day if a majority of the affected teachers object to such scheduling. This section shall not impact meetings scheduled outside the work day pursuant to Section A. of this Article nor meetings convened because of an emergency as defined in Section A.
- E. Teacher attendance at faculty meetings may be waived by the building principal for good cause shown. Such waiver shall be in the sole discretion of the building principal and shall be non-precedential, provided such waiver shall not be denied for wholly arbitrary and capricious reasons.

#### ARTICLE 27 TEACHERS AS SUBSTITUTES

- A. Every effort shall be made to obtain substitutes before teachers are required to supervise students assigned to another teacher.
- B. If a teacher shall be required during his planning period to supervise students regularly assigned to another teacher, the teacher so required shall be compensated at a rate of seven dollars and fifty cents (\$7.50) for each such period. If a teacher shall be required to supervise students from a class or classes regularly assigned to other teachers equaling or exceeding thirty percent (30%) of the students enrolled in the supervising teacher's class through his regular instructional period, such teachers shall be compensated as described above. For purposes of this section, "period" shall mean an uninterrupted time span, exclusive of passing time, of at least nine (9) minutes but not to exceed thirty (30) minutes. Nothing herein shall be construed as preventing teachers from voluntarily agreeing to substitute for an absent teacher, provided such shall not in any way affect the right of the absent teacher to be absent. Should no volunteers be available the principal shall assign qualified available teachers on a rotating basis, the intention being to equalize such assignments as nearly as feasible.
- C. If an elementary physical education teacher is required to supervise students regularly assigned to a physical education assistant, the teacher so required shall be compensated according to Section B. Whenever feasible, substitutes shall be hired to assist the physical education teacher when the teacher assistant so assigned to the physical education teacher is absent.

#### ARTICLE 28 LESSON PLANS

- A. Tenured teachers shall not be required to submit lesson plans more frequently than weekly, provided this **Article** shall not be applicable to any teacher whose lesson plans have been deemed inadequate, inappropriate or untimely by his evaluator and notified by the evaluator of the non-applicability of this **Article**, provided further such notice shall not be effective for more than six (6) calendar months or the remainder of the school year, whichever shall be greater.
- B. Tenured teachers, upon consent of the principal, or designee, in charge of curriculum, may submit a unit **and/or nine week** lesson plan in lieu of a weekly plan, **prescribed in the preceding paragraph.**
- C. Teachers shall not be required to submit lesson plans until the first day that they are applicable.
- D. By a majority vote of the teachers at a particular school, the teachers may select a lesson plan to be used at the school from among one (1) of the lesson plans adopted by the Board and a lesson plan developed by the teachers, provided if the teachers select the lesson plan developed by the teachers it may be utilized only upon approval of the principal.
- E.
  - 1. This Article does not prohibit alternate plans from being utilized by individual teachers. If such alternate plans are approved by the principal, such approval shall be in the sole discretion of the principal and non-precedential, and shall be valid for no more than one (1) school year. This section shall not be subject to the grievance procedure of this Agreement.
  - 2. **The Board shall develop computerized lesson plans for non-elective/promotional subjects containing standards and benchmarks. Computer disks containing the appropriate lesson plan information will be provided for loading the information on school and home computers.**
  - 3. **Appropriate training concerning computerized lesson plans shall be provided for all school technology coordinators who will, in turn, train the teachers in their schools.**
- F.
  - 1. **For those subjects whereby standards and benchmarks have not been developed, the following shall apply:**

In writing lesson plans, teachers shall indicate page numbers and source(s) but shall not be required to write goals and objectives if:

- a. goals and objectives are contained in the teacher's edition of the textbook; or
- b. goals and objectives are contained in the curriculum guide; or
- c. goals and objectives are contained on pacing charts.

If the source(s) does(do) not contain goals and objectives of adequate specificity, the teacher shall be required to write goals and objectives on his lesson plans.

2. a. **The Board shall develop and/or provide curriculum guides, textbooks, checklists, etc. that indicate the standards and benchmarks with sufficient specificity so that the teacher is not required to write such on his lesson plan, but will attach a copy of the appropriate document to his lesson plan.**
  - b. **The teacher shall use the computerized lesson plans, the method in Section F. 2. a. above or a method approved by the principal.**
  3. **Subject matter lessons and/or lesson plans developed by the Division of Instruction shall be utilized by the teacher as a minimum of what should be taught in the courses.**
  4. **A teacher shall not be required to include Bloom's Taxonomy in his lesson plan(s).**
- G. Lesson plans shall not be graded by letter grades or symbols, provided the foregoing shall not imply that lesson plans are not subject to review as part of normal evaluation procedures.
- H. A teacher shall not be required to submit his copy of lesson plans at the end of the school year.

#### ARTICLE 29 FAIR PRACTICES

- A. The parties to this Agreement shall not discriminate against any member of the bargaining unit because of race, color, religion, sex, age, national origin, membership or non-membership in the Federation if such discrimination shall be prohibited in any respect by law, including but not limited to, illegal disparate treatment.
- B. The parties acknowledge the desirability of active recruitment of teachers to produce a professional staff that mirrors the racial makeup of the population of the Parish provided the resultant employment practices are consistent with law.
- C. If a grievance occurs because of violation of this Article, the grievant(s), upon moving into the arbitration step of the Grievance Procedure, will first sign a waiver of the right to appeal to an administrative body or a court of competent jurisdiction, except for the purpose of enforcing the arbitrator's award.

#### ARTICLE 30 ACADEMIC FREEDOM

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

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

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

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

#### ARTICLE 31 RELIEF FROM NON-PROFESSIONAL DUTIES

- A. Teachers shall not be required to engage in searches for the purpose of locating explosive devices, provided teachers shall be responsible for evacuating students from the building when so directed, if there has been the threat of an explosion and that teachers will reasonably cooperate with officials in identifying atypical factors which may be present in the school environment and otherwise as long as such does not endanger the teachers.

- B. Teachers shall not be required to participate in the physical inspection of students to determine the presence of health hazards or weapons.
- C. Teachers shall not be required to participate in any fund-raising activity when they are not on duty for the school. Teachers shall not be required to devote classroom instructional time to fund-raising activities, provided this shall not be applicable to regularly prescribed homeroom periods.
- D.
  - 1. The Board acknowledges that profits generated from fund-raising activities are most appropriately to be utilized for the purpose(s) described in such fund-raising activity.
  - 2. All funds which remain in an activity account at the end of the fiscal year shall be carried over to the following fiscal year and maintained in that activity account for those approved activities of the co-curricular and/or extra-curricular organizations except as such activities require no future funding or the emergency needs of the school otherwise clearly dictate. If any such funds are not carried over to the following fiscal year because the emergency needs of the school otherwise clearly dictate, a pro-rata adjustment of all such activity accounts shall be made.
- E. Teachers shall not be required to contribute funds to any activity except as required by law.
- F.
  - 1. The principal and the Federation Building Committee shall meet and seek to develop equitable distribution of duty. If an agreement cannot be reached, the principal, Federation Building Committee and the **Executive Director of Personnel**, or designee, shall meet. If an agreement is still not reached, the principal shall assign duty.
  - 2. In the event a bus(es) is/are delayed in picking up students from the school site, the immediate supervisor shall secure a sufficient number of volunteers to supervise the students. If volunteers are not secured, the administration shall assign a sufficient number of teachers to supervise the students until the bus arrives. All other teachers on bus duty shall be allowed to leave. After a majority of buses have left, no more than one (1) teacher per later bus shall be required to remain on duty.
  - 3. A committee made up of an equal number of persons to be appointed by the Superintendent, or designee, and Federation President, or designee, shall be created to study the possibilities of relieving teachers of the duties and/or responsibilities of performing bus duty. The recommendation(s) of this committee shall be considered by the Superintendent and the Federation President, **for implementation only when financial resources are available.**
- G.
  - 1. The Board will provide all teachers with at least a thirty (30) minute duty-free lunch daily. Such duty-free lunch shall be a continuous period of time. Teachers must supervise for the safe and orderly movement of students to and from the cafeteria. This procedure should not be included in the thirty (30) minutes.
  - 2. Monitors, when employed to provide this duty-free lunch, shall assist teachers with non-instructional duties.

- 3. Teachers shall be able to leave the school grounds during their duty-free lunch period using prescribed procedures for checking out and checking back into the building.
- 4.
  - a. On those days when students are not in attendance at lunch time (e.g. exam days, parent conference days, records day, etc.), teachers shall be given one (1) hour of duty-free lunch, provided this sub-section shall not apply if the teacher is not normally assigned a lunch period.
  - b. In schools where teachers are required to teach both the morning and afternoon platoon sessions and where lunches are not served, teachers shall be given one (1) hour of duty-free lunch. Teachers who have their planning time scheduled during the hour between the platoons may have the option of using their thirty (30) minutes of the planning time for lunch when lunch is not served at the school, except where the needs of the school otherwise clearly require.
- H. Teachers shall not be required to dispense medicine to students.
- I. Teachers shall not be required to purchase school identification tags.

**ARTICLE 32  
CLERICAL DUTIES**

- A. No teacher shall be required to collect lunch money.
- B. Except in unusual and compelling circumstances, teachers shall not be required to schedule students.
- C. The Board shall make a conscientious effort to reduce clerical duties of teachers subject to the availability of financial resources.
- D. If a clerical committee exists, at least one-half (1/2) of such committee shall consist of teachers. All members of the committee shall have the right to submit concurring or dissenting views to the committee report.
- E. The parties acknowledge the appropriateness of contacting parents/guardians of students who do not return interim reports, but teachers shall not be required to do so.
- F. When a student is newly enrolled in the Parish, the building office shall make a reasonable effort to collect and disseminate pertinent information concerning each student.
- G. Teachers shall not be required to contact parents/guardians of students who are absent from school, unless no legally feasible alternatives exist.
- H. Teachers shall not be required to submit student information lists, including but not limited to eligibility for accelerated classes, programs, honor roll, perfect attendance, etc. any sooner than four (4) days after the end of the first, second and third nine week marking periods and no sooner than five (5) days prior to the conclusion of the fourth nine week marking period.
- I. When a feasible alternative exists, as determined by the principal, teachers shall not

be required to complete certificates, including but not limited to perfect attendance, honor roll, etc. Such determination by the principal shall not be arbitrary or capricious.

### ARTICLE 33 COMMENCEMENT

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

### ARTICLE 34 SUBSTITUTES

- A. 1. Teachers may obtain their own substitutes if they so desire, but they shall not be required to do so, provided any such substitutes obtained by the teachers shall be from a pre-approved list of substitutes to be issued by the principal. A teacher requiring a substitute shall notify the principal, or designee, of such necessity more than sixty (60) minutes prior to the onset of the normal teacher work day. Such notification shall include the identity of the substitute obtained, if any.
2. Teachers who exhaust all accrued sick/or emergency leave and twenty (20) days of extended sick leave and are still unable to return to work by reason of sickness or disability, may recommend a substitute, but the final selection of such substitute shall be by the principal, or designee.
- B. Substitutes hired shall assume the absent teacher's schedule assuming all classes and non-teaching duties.
- C. **During the 2001-2002 school year, the Board shall establish a substitute pool for members of the bargaining unit.**

### ARTICLE 35 SUMMER SCHOOL

- A. A notice indicating the time for receiving applications shall be posted in each school building.
- B. Applications for teaching positions in any then known summer program shall be on the appropriate form and submitted to the Personnel Department between January 6 and February 15 of each year.
- C. 1. Applications shall be made by hand delivery or by certified mail, return receipt requested, postmarked no later than February 15. The Personnel Department shall receipt all hand delivered requests. Within twenty (20) work days after the close of the application period, the Board shall forward to the Federation a copy of each application received.
2. **When available, the Board shall forward to the Federation a copy of the rotating eligibility list for summer school. The Board shall seek to forward this list no later than May 1.**

- D. The following shall be adhered to in the selection of summer school teachers from among those teachers who have applied:
1. A rotating eligibility system shall be utilized. Placement on the eligibility list shall be on the basis of seniority as defined below.
  2. Teachers who have never been employed in the summer school program during the preceding three (3) years, shall be placed as the first group on the eligibility list. Teachers employed in the third preceding summer school program shall be placed as the second group on the eligibility list. Teachers employed in the second preceding summer school program shall be placed as the third group on the eligibility list. Teachers employed in the summer school program of the preceding year shall be placed as the fourth group on the eligibility list. Newly employed teachers shall be placed at the bottom of such list **and shall be ranked according to seniority**. Teachers who apply for a summer school assignment and who after May 15 decline such appointment shall be placed on the eligibility list as though they had taught summer school, unless such is due to a qualifying life event (i.e. marriage, divorce, death of family member in accordance with Article 68, birth or adoption of child, surgery or serious illness).
  3.
    - a. Teachers shall be eligible only for positions for which they are fully certified; provided teachers shall be assigned only to the organizational levels (primary, intermediate, middle/junior high and high schools) and where applicable to the subject areas/exceptionalities which they request.
    - b. If a teacher receives an adverse written recommendation from the summer school principal, such teacher shall be precluded from thereafter teaching summer school in that area. Upon receipt of the adverse written recommendation, the teacher shall have the right to file a written appeal to the **Executive** Director of Personnel, or designee, by hand delivery or certified mail, return receipt requested, within ten (10) working days. The teacher shall have the right to have a conference with the **Executive** Director of Personnel, or designee, which shall be convened within ten (10) working days. The teacher shall be entitled to representation as provided in Article 14 of this Agreement at any conference with the **Executive** Director of Personnel, or designee. The appeal procedure shall not be subject to the grievance procedure (Article 12) of this Agreement or of any other grievance or complaint procedure.
  4.
    - a. In the event that teaching schedules must be reduced (based upon a maximum of five (5) hours for senior high and four (4) hours for middle/junior high and elementary) due to student enrollment, such reduction shall be based upon seniority and certification.
    - b. The affected teacher(s) whose schedule is eliminated and/or reduced fifty percent (50%) or less of the maximum hours shall be placed at the top of the eligibility list for the following year, if he applies.

- E. Teachers employed in summer school shall be paid every two (2) weeks, the first no later than the end of the third week of the summer session.
- F. Nothing herein shall be construed as requiring the Board to conduct a summer program of any type.
- G. Notwithstanding any of the foregoing, teachers who are currently on an intensive assistance schedule shall not be eligible to teach summer school.
- H. If special training or preparation (of a minimum of two (2) work days) is required for teaching any summer school course or program, and such training or preparation has been concluded, and thereafter it is necessary to reduce the number of summer school teachers, such reduction shall be by inverse basis of seniority except if such would require the training or preparation of other teachers.
- I. Teachers employed in summer school **and/or the summer LEAP remediation program** shall be paid **at an hourly rate of twenty dollars (\$20.00)**.
- J. Teachers on Temporary Teaching Assignments shall have no rights hereunder unless no certified teachers are available, provided this shall not preclude such teacher teaching in the areas where they are regularly certified.
- K. Positions in all special education summer programs shall be filled in accordance with Section D. above.
- L.
  1. In the event the Division of Instruction has purchased and/or developed materials to implement the summer school curriculum for Carnegie unit courses, such shall be provided to the teacher. Such materials may include, but not be limited to, a teacher's edition of the textbook, lesson plans, parish-wide tests, curriculum guides, textbook test bank and a copy of the student final examination.
  2. In the event the Division of Instruction has purchased and/or developed materials to implement the summer school curriculum for non-Carnegie unit courses, such shall be provided to the teacher. Such materials may include, but not be limited to, a teacher's edition of the textbook, curriculum guides and textbook test bank.
- M. Teachers employed in summer school shall be reimbursed for expenditures to implement the curriculum (experiments, projects, etc.) provided such expenditure was approved by the principal, or designee.

**ARTICLE 36  
CALENDAR**

Prior to the adoption of a final calendar by the School Board, the **Executive Director of Instruction**, or designee, shall meet with a committee, including at least four (4) teachers, to make recommendations for such calendar. All teacher members of this committee shall be appointed by the Federation. The Federation President, or designee, may serve in lieu of one of such teacher members.

**ARTICLE 37  
INSTRUCTIONAL MATERIALS**

- A. The parties acknowledge the general desirability of allowing teachers to have input

in their individual school in suggesting acquisitions of instructional materials. Teachers shall have the right to have input into the spending of instructional monies in their respective departments or grade levels and of monies earned through schoolwide activities pursuant to reasonable procedures adopted by the principal.

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

**ARTICLE 38  
CURRICULUM AND TEXTBOOK SELECTION COMMITTEE**

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

**ARTICLE 39  
CURRICULUM COMMITTEE**

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

**ARTICLE 40  
STUDENT DISCIPLINARY PROCEDURES**

- A. Each referral of a student disciplinary problem to the office shall be in accordance with the disciplinary policy then in effect. Such policy shall be reproduced in the compilation of Student Services Policies and Procedures and all subsequent revisions. In cases of emergency, the teacher may personally bring the student to the office, but shall forward the Student Referral Form to the office within twenty-four (24) hours.
- B.
  1. A teacher shall have the right to immediately send a student to the principal, or designee, in accordance with the provisions of La. R.S. 17:416.
  2. In the event a student is sent to the office, the principal, or his administrative designee, shall typically counsel with the child and attempt to resolve the problem.
  3. If, following such a conference with the student, further efforts to resolve

the problem are required, the principal, or designee, shall make every attempt to do so.

4. The parties agree that a teacher's authority in the classroom and a climate favorable for teaching and learning are paramount, but that these can be undermined when the teacher does not receive appropriate administrative backing in the teacher's efforts to enforce reasonable discipline in the school.
  5. The Board shall inform parents and students of the discipline policy at or near the onset of the school year through appropriate publications and/or notices.
  6. Teachers may use reasonable force to protect themselves, other school personnel or students, from the threat of possible injury or violent acts.
  7. The Board acknowledges that illegal acts committed within the confines of the public school setting are appropriately reported in a timely manner to an authorized representative for the enforcement of the affected laws.
  8. The parties acknowledge that in some instance Federal and/or state law may limit or preclude disciplinary action which may be taken where the student has been identified with certain special needs.
- C. The principal, or designee, shall administer disciplinary action to students in a consistent fashion and consistent with the then prevailing Student Services Policies and Procedures.
- D. Teachers shall refer to the principal's office in writing, students who commit the behavior offenses listed below.
1. Students who commit battery (bodily injury) on a member of the bargaining unit at school or at any school sponsored activity.
  2. Students who possess, use, conceal or distribute illegal drugs on school premises or at school sponsored activities.
  3. Students who possess, use, conceal or provide lethal weapons to other persons on school premises or at school sponsored activities. Weapons are defined as firearms, knives, explosives, inflammable materials or any other items that may cause bodily injury or death.
  4. Students who possess, use, conceal or distribute alcohol on school premises or at school sponsored activities.
  5. Students who direct abusive or profane language at a member of the bargaining unit on school premises or at school sponsored activities.
  6. Students who refuse to provide his name or give a false name upon teacher request on school premises or at school sponsored activities.
  7. Students who disturb the school and habitually violate any rule on school premises or at school sponsored activities.
  8. Students who use, possess or operate any electronic telecommunication device or beeper on school premises or at school sponsored activities.

9. Students who possess and/or ignite and/or discharge fireworks on school premises or at school sponsored activities. Fireworks shall include, but not be limited to, any sparkler, squib, rocket, firecracker, bombs, roman candles, smoke bombs, signal lights, shell explosives or other devices or compositions used to obtain visible or audible pyrotechnic display.
10. Students who cause damage to, or cut, deface or injure any part of public school buildings, any property belonging to the buildings, on any public school premises, or write any profane or obscene language or draws obscene pictures in or on any public school material or on any public school premises. Restitution shall be made by the student or student's parent/guardian.
11. Students who abuse a teacher either physically or verbally on school premises or at school sponsored activities.
12. Students who made proven false accusations of corporal punishment and/or moral offenses against a teacher.

Administrators shall adhere to the policy regarding physical and verbal abuse of teachers as set forth in the Student Services Handbook. Instances of asserted non-compliance shall be referred to the appropriate Regional Executive Director, or designee, for investigation.

- E. In the event a student or other person commits an assault/battery against a teacher, the appropriate school-based administrator shall seek to assist the teacher in dealing with the police and other authorities. The parties endorse the concept that student acts of violence directed toward other students or school personnel should not be countenanced.
- F. If known and not prohibited by law, teachers shall be notified when a student assigned to their class has been convicted of a felony.
- G. If known and not prohibited by law, teachers shall be notified when a student assigned to their class is under the jurisdiction of the state's Child Protection Service.
- H. The teacher shall have the right to be present at parent conference(s) held concerning a referral except as the appropriate school employee(s) shall deem it otherwise desirable.
- I. Teacher recommendations shall be given every consideration in disciplinary matters. If such recommendation is not implemented, the principal, or designee, shall inform the teacher of the reason(s) (unless confidential) if the teacher so requests.
- J. Students, while on suspension or expulsion from school shall not be admitted or enrolled in any other Jefferson Parish Public School, unless prohibited by La. R.S. 17:416, nor shall they be permitted to participate in any intramural, inter-scholastic or other school-related activity. Teachers cannot be required to assign or accept make-up work, tests or homework due during the period of a student's suspension, unless prohibited by La. R.S. 17:416.
- K. Disciplinary action shall be taken pursuant to a teacher referral within forty-eight (48) hours, provided the student is present in school and no other extenuating circumstance exist; not more than seventy-two (72) hours from the time of the referral, the principal shall return the teacher's copy of the referral form to the teacher

completed as to the action(s) taken by the principal, or designee. A continuous record of student discipline cases shall be maintained in a place available for teachers' review and used as a basis for recommendations for disciplinary action.

- L. A reasonable effort shall be made to notify teachers when a student assigned to their class has been diagnosed as having any physical or mental problems which could affect his learning progress and behavior in class.
- M. Whenever teachers or counselors or other school personnel observe or receive information indicating that a student has been neglected, abused or beaten, they shall report the matter to the proper authorities as provided by law.
- N. Unless prohibited by La. R.S. 17:416, students may transfer from one school to another within the system provided they are not currently on suspension or expulsion from another school within the district. The number of suspensions for the current year must be recorded on the transferring student's transfer/withdrawal form in order for the student to be enrolled.
- O. The principal of each school shall appoint a committee, at least half of which shall be teachers, to review on a continuing basis the disciplinary practices of the school. The committee shall give priority consideration to fostering practices which emphasize the consistent application of discipline. At senior high schools, such committee shall include students, and nothing herein shall preclude the appointment of students to such committees at other schools. The principal shall give every consideration to the recommendations of this committee for inclusion into the discipline procedure at that school. Each faculty member shall receive a copy of the school discipline policy which shall be in effect subject to subsequent revisions.
- P. When no other disciplinary procedure has been adopted, the principal shall use the procedure established by the Discipline Task Force and approved by the Board.
- Q. If an alternative school is established, the Federation President shall be consulted prior to the staffing of such school.
- R. The Board shall provide to the Federation a quarterly report of known criminal assaults and/or batteries on teachers.
- S. Anything in this Article to the contrary notwithstanding, no question of interpretation of the Student Services Handbook shall be subject to the provisions of Article 12, nor preclude the amendment of such Handbook which shall not be deemed to be incorporated as part of the Agreement.

#### ARTICLE 41 KINDERGARTEN

- A. Kindergarten teachers will have the right to recommend that any student who has not mastered the minimal kindergarten skills should be retained in kindergarten, subject to all statutory and judicial requirements.
- B. 1. The kindergarten teachers at each school shall determine the number of days required to complete the testing of students, provided such schedule shall be within the guidelines for kindergarten testing which shall be established by the Executive Director of Instruction, or designee. Such guidelines shall reflect the practices for testing which prevailed during 1996-97 the number of students and teachers at the particular school, current applicable research and other relevant factors. Entrance for

kindergarten students shall be delayed during the testing period. Testing shall not take place during teacher inservice or on records days.

- 2. No more than five (5) students per day shall be scheduled for kindergarten testing for each kindergarten teacher assigned to the school.
- 3. In the event that the actual number of kindergarten students requiring testing exceeds the number of those students who were initially anticipated for enrollment, the principal shall delay the entrance for kindergarten students based upon the formula in Section B.2. above with the approval of the Executive Director of Instruction, or designee.
- C. Representatives of the JFT Kindergarten Committee shall have the right to meet with the Executive Director of Instruction. Meetings will be scheduled on a mutually agreed date and time and will not take place during the regular school day. Seven (7) days prior to such meeting, the representatives of the JFT Kindergarten Committee shall provide the Executive Director of Instruction a copy of the proposed agenda of the meeting.

#### ARTICLE 42 STUDENT REMEDIATION OR ENRICHMENT

- A. The parties acknowledge that where particular alternatives exist, reasonable efforts should be made to limit the times when students are removed from the regular classes to receive remedial instruction or enrichment, but such principle shall not be construed as intimidating such remediation or enrichment as undesirable.
- B. The parties acknowledge that where reasonable alternatives exist, students should not attend regularly scheduled enrichment classes and/or LEAP remediation during a class period where they are in academic difficulty.
- C. Whenever feasible, teachers at the affected school shall be employed for LEAP remediation prior to the employment of other individuals.
- D. Teachers employed as LEAP remediation instructors shall be compensated at a rate not less than the effective summer school rate of compensation.
- E. **Teachers who are assigned to teach enrichment programs, including but not limited to French, computer labs, art, music and drama, shall assume all duties associated with teaching the class. The regular teacher assigned to the class shall not be required to remain in the classroom with the enrichment teacher.**

#### ARTICLE 43 STUDENT GRADES

- A. The Board acknowledges that student grades should not be changed except for just cause. In the event an administrator considers the need to change a student's grade(s), the administrator shall give the teacher prior notice and an opportunity to explain, verbally and/or in writing, the reasons for which the grade was given. The teacher shall have the right to challenge a grade change by appealing to the Department of Instruction.
- B. Teachers shall have the option of maintaining, in lieu of the standard roll book, a computerized printout which contains information equivalent to such roll book.

- C. During the nine weeks marking period in which **state and/or parish** mandated testing occurs, teachers shall be required to provide a minimum of seven (7) objective and/or participation grades.
- D. At those schools which have computer generated report cards, teachers shall not be required to submit nine weeks grades until the following work day following the regularly scheduled exam day during the first, second, third and fourth marking periods. At the fourth marking period, teachers shall submit nine weeks grades for the third regularly scheduled exam day at the end of that work day.
- E. Grading shall comply with the Division of Instruction policy manual and subsequent revisions. The principal, or designee, shall not impose any additional requirements in the aforementioned policy manual.

**ARTICLE 44  
TRANSPORTATION OF STUDENTS**

Teachers shall not be required to transport students in their personal automobiles.

**ARTICLE 45  
FACULTY LOUNGE**

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

**ARTICLE 46  
HEALTH AND SAFETY**

- A.
  - 1. The Board shall take no action which clearly endangers the health or safety of teachers, provided this shall not be construed as in any manner or degree to delimit or diminish the overriding responsibility of teachers to assure the safety and well being of students.
  - 2. **The Board shares with the Federation the objectives to maximize security for all students and employees in the schools.**
    - a. **The Board and the Federation acknowledge the importance of recognition of early warning signs of school violence.**
    - b. **The principal or building administrator shall make readily**

**available to all teachers the crisis plan developed to deal with the violent behavior or threat thereof at that school or building, and shall periodically provide for the review of such crisis plan.**

- 3. **During the 2000-2001 school year, a committee made up of an equal number of persons to be appointed by the Superintendent, or designee, and Federation President, or designee, shall be established to develop a system-wide crisis prevention plan. The committee shall review all school level crisis/safety plans. The recommendation(s) of this committee shall be considered by the Superintendent and the Federation President for adoption by the Board no later than the beginning of the 2001-2002 school year.**
- 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 where warranted. The teacher shall advise the principal, or designee, if the police or other authorities are called. The Superintendent, or designee, shall annually prepare for the Board and the Federation a report summarizing overt credible reported threats or acts of violence against school employees that have occurred since its preceding report, provided all rights of privacy shall be honored therein.**

- B. The Board acknowledges that heating and cooling systems capable of providing sufficient heating and cooling for buildings where student instruction is being provided should be activated each work day on a timely basis. Upon teacher request, such cooling system shall be activated beginning five (5) work days prior to the first required work day of a school year for teachers. Further, such systems should be kept in operation so that appropriate temperature levels are maintained through the close of the normal teacher's work day. To seek to accomplish the foregoing, the Board acknowledges a reasonable effort to accomplish this should be made within the constraints of resources.
- C.
  - 1. In the event that a teacher is exposed to a student's bodily fluids, the teacher shall have the right to request that the Board require the parent/guardian of the student to have the student tested for communicable diseases which shall include but not be limited to HIV/AIDS, Hepatitis B and Hepatitis C.
  - 2. **In the event that a teacher has his skin broken by a student, including but not limited to biting, if permitted by law, the Board shall require the parent/guardian of the student to have the student tested for communicable diseases, including but not limited to HIV/AIDS, Hepatitis B and Hepatitis C.**
  - 3. **If known and not prohibited by law, a teacher shall be notified when a student assigned to his class has HIV/AIDS.**
- D. A teacher who has supervisory duties involving a student with a communicable disease(s) shall be notified of such.
- E. The teacher shall be provided with a copy of the First Report of Injury.
- F. **A student who is identified with a contagious disease during the school day**

shall not be returned to his classroom.

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

#### **ARTICLE 47 TELEPHONE FACILITIES**

- A.
  1. School phones shall be reasonably available to teachers to conduct necessary business. Use of school telephones for personal business which does not interfere with school business, shall be pursuant to procedures established by the building principal, or designee, after consideration of all reasonable suggestions which may be tendered by the Federation Building Committee.
  2. **At least one (1) school telephone shall be available for teachers in the faculty lounge.**
- B. Every effort shall be made to immediately relay emergency telephone messages to teachers. Other messages shall be placed in the teacher's mailbox as soon as feasible and taking into consideration any extenuating circumstances.
- C. On large school sites with multiple buildings, every consideration shall be given to making a telephone available for teacher use in a location reasonably accessible to all classrooms. All such telephones shall have the capacity of dialing 911 for emergencies except as otherwise specifically approved by the Regional Executive Director, or designee.

#### **ARTICLE 48 RESTROOMS**

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

#### **ARTICLE 49 PUBLIC ADDRESS SYSTEM**

- A. Except when the needs of the school otherwise clearly require, the public address system will be used only at two (2) regularly established times each day for schoolwide announcements.
- B. The public address system shall not be used to evaluate teachers without the

knowledge and consent of the teacher.

- C. To the extent financially and physically feasible, the public address system shall be maintained in working order.

#### **ARTICLE 50 RECORDING TEACHER ATTENDANCE**

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

#### **ARTICLE 51 SCHOOL BUSES**

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

#### **ARTICLE 52 EQUIPMENT, MATERIALS, CLASSROOMS AND TEXTBOOKS**

- A.
  1. Duplicating equipment purchased for school-wide use shall be appropriately maintained and supplied with all needed materials to operate the equipment for the purposes of implementing the educational programs of the school, provided funds are available.
  2. Procedures for the use of school equipment for reproducing instructional materials shall be established and periodically reviewed by the building principal, or designee, and the Federation Building Committee. If an agreement cannot be reached, the principal, Federation Building Committee and the Regional Executive Director, or designee, shall meet. If agreement is still not reached, the principal shall establish the procedures.
  3. Teachers shall have access to a black line copier thirty (30) minutes before, thirty (30) minutes after and during the entire normal teacher work day.
  4. Teachers shall have the right to use fax machines for school related purposes with the approval of the principal, or designee.
- B. The Board acknowledges the appropriateness of providing inservice to teachers in the use of school equipment which teachers may reasonably be anticipated to utilize, provided such inservice shall not interfere with the performance of teacher responsibilities.

- C. Principals may authorize teachers to use school machines for personal use provided (1) such use will not interfere with the use of machines for school purposes, (2) the teacher recompenses the Board for all costs involved, (3) the teacher assumes responsibility for any damage occasioned by negligent use of the machines, and (4) such authorization shall be in the sole discretion of the principal and any authorization shall be non-precedential.
- D. The Board shall make every effort to distribute to elementary teachers the number of books equal to the maximum number of regular students reasonably anticipated to enroll in such teachers' classes during the school year, provided this section shall not apply to books distributed to less than all regular students in such classes.
- E. The collection of textbooks, materials/equipment shall not be required prior to the last five (5) student attendance days.
- F. If available, teachers shall be provided with a copy of the teacher's manual for textbook(s) used in his class.
- G. The Board shall make a reasonable effort to furnish special education teachers with necessary instructional materials and mandated equipment for all students in the class.
- H. **If reasonably available as applicable to Louisiana, the teacher's edition textbook or supplemental materials shall contain the state standards/benchmarks in all new adoptions.**

#### ARTICLE 53

##### SPECIAL EDUCATION

- A. Where feasible, self-contained special education classrooms shall not be utilized to house homerooms comprised of non-special education students.
- B. Every reasonable effort shall be made not to double-house special education classes.
- C. Representatives of the JFT Special Education Chapter shall have the right to meet with the Director of Special Education. Meetings will be scheduled on a mutually agreed date and time and will not take place during the regular school day. Seven (7) days prior to such meeting, the representatives of the JFT Special Education Chapter shall provide the Director a copy of the proposed agenda of the meeting.
- D. Inservice training **for newly employed special education teachers** shall be conducted no less than semi-annually. **Inservice opportunities** for all affected special education teachers **concerning** the regulations for implementation of **PL-105-17** and Louisiana Bulletin 1706 shall be conducted during the normal teacher workday. Meaningful statutory or regulatory changes affecting the actions of special education teachers shall be made known to teachers in a timely manner. Any teacher not informed of such changes shall not be disciplined for non-compliance.
- E. Every attempt shall be made to provide the special education teacher with the current I.E.P. and evaluation of special education students who transfer from one school to another within the system within two (2) school days of the student's placement at the new school. The receiving school shall request the appropriate records from the sending school as soon as possible following the registration of the student at the new school. If the records have not been received from the sending

school within three (3) school days of the request, the receiving teacher, with the knowledge of his principal shall have the right, unless objected to by such principal, to request such records from the Special Education Department. The Special Education Department shall forward such records no later than the working day after receiving the request unless circumstances reasonably preclude such response.

- F. If available without additional cost from the publisher, special education teachers shall be provided copies of teacher manuals for texts which their students use, provided a copy of each teacher manual shall be available in the school for the use of the special education teacher.
- G. The principal shall give reasonable consideration to the special education teachers' requests in the preference of their special education class assistants.
- H. With the approval of the building principal, special education teachers shall have the option of determining what type of lesson plan they shall develop for use with their classes. Options shall include daily or weekly lesson plans, **written or computerized**, and/or unit plans.
- I. Whenever possible, the principal shall assign I.E.P. development to the certified teacher in whose class the student may be placed. Development of other I.E.P.'s shall be assigned in an equitable manner to all certified members of the department.
- J. A committee composed of six (6), three (3) appointed by the Director of Special Education, or designee, and three (3) appointed by the Federation President, or designee, shall meet in order to seek to reduce the amount of clerical duties imposed upon special education teachers not required by law.
- K. Equipment, materials, supplies, textbooks and manuals purchased with special education funds and/or distributed through the special education department shall be given to the special education department head for distribution to the special education teachers at the school site. The special education department head shall maintain an inventory of equipment, materials, textbooks, manuals and non-consumable supplies purchased with special education funds and/or distributed through the special education department.

#### ARTICLE 54

##### COUNSELORS

- A. Counselors who are required to work before or after the regular school year shall be compensated therefore at a per diem rate for each full day. The per diem rate shall be **the** counselor's annual salary prescribed in the salary schedule which is part of this Agreement, divided by the number of teacher work days. A principal shall report all days worked by counselors assigned to an extended work year to facilitate payment for services rendered within ten (10) work days from the last day of the extended employment before the beginning of the school year and the last day of the extended employment after the end of the school year.
- B. Counselors shall continue to have access to an office and telephones in the building.
- C. The parties acknowledge that any applicable state law relative to the duties of counselors will be followed.
- D. Counselors shall not be assigned to administer punishment with respect to students.
- E. Counselors may submit suggestions as to the disposition of monies allocated for the counseling department.

- F. Every reasonable effort shall be made to assign high school counselors a room where they can hold group counseling sessions of thirty (30) students.
- G. The Board acknowledges the desirability of distributing the work load among counselors in an equitable manner. Counselors shall have the right to request their assignment in accordance with Article 20, Sections A., B. and D.1. and 2.
- H. Where feasible, counselors' offices shall be provided separate from the offices of disciplinarians.
- I. As specified by state law, counselors shall be excused from the supervision of homeroom or field trips.
- J. During the life of this Agreement, should the Board reduce the number of counseling positions, a list of those individuals employed as counselors shall be developed based upon seniority, tenure and non-tenure status. Such list shall be utilized to fill vacancies in counseling positions prior to new individuals being placed in such positions.

**ARTICLE 55  
COACHES**

- A. The following timelines/procedures shall be followed in the selection of coaches when a vacancy occurs:
  - 1. The principal shall inform the Administrator for Athletics, Physical Education and Health who shall advertise the coaching vacancy for a maximum of seven (7) work days in all schools and outside the school system. The interviews shall be scheduled no later than three (3) work days after the close of the application procedure. The interview process shall not take longer than two (2) work days.
  - 2. Bargaining unit employees shall choose the date and time of their interview according to the timelines established in subsection A. 1. above. Current employment in the school system shall serve as a determining factor in the selection of a new coach.
  - 3. Should the principal choose to fill a vacant coaching position with a coach who has applied and is currently on the home base school staff, the principal may bypass subsection A. 1. above.
- B. 1. The Board shall guarantee above the formula certain head coaching positions (named below) in the middle/junior high/high schools. These coaching positions shall be maintained even if there are no available teaching assignments in the school where the coach has been assigned coaching duties, provided that such head coaches shall serve as permanent substitutes if they do not fit into the schedule. Such head coaches serving as permanent substitutes shall be utilized on a daily basis prior to other substitutes being hired.

Football  
Volleyball  
Basketball

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

HIGH SCHOOLS		MIDDLE/JUNIOR HIGH SCHOOLS
Boys Baseball Boys Trainer Boys Track	Girls Softball Girls Trainer Girls Track	Total of four (4) head coaching positions designated by the principal.

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

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

- 3. Elementary schools in close proximity to the coach's home base school shall be formed into clusters. For the purpose of this Article these cluster schools shall be established by mutual agreement between the Executive Director of Personnel, or designee, and the Federation President, or designee.
- 4. Coaches currently assigned as an itinerant elementary P.E. teacher shall maintain their current assignment as long as their assigned school(s) are in their home base school's elementary school cluster. In the event that a coach transfers his coaching assignment to a school outside of the cluster, the coach will be allowed to maintain his previous elementary assignment provided there is consent among the coach, the head coach of the affected sport, and the elementary and high school principals.
- 5. Should a vacancy exist in the elementary school cluster, coaches currently assigned to that cluster may volunteer to transfer into the vacancy.
- 6. At the close of each school year, prior to the transfer procedure, itinerant elementary physical education teachers shall have the right to request their elementary schools from those presently assigned, if within their home based school cluster, or change one or more of their schools. Any schools not originally requested shall be placed on a list from which itinerant elementary physical education teachers may request the balance of their school(s) by seniority.
- 7. Itinerant elementary P.E. positions shall be filled with coaches who are compensated and appointed by the Board prior to soliciting volunteers for the itinerant elementary P.E. program.

- C. Coaching positions not in the guaranteed category nor filled by members of the school's staff shall be filled by members of other school faculties on an itinerant basis with early release from their assigned schools accomplished by scheduling planning periods the last period of the day, provided this section shall not apply if the appointment is made after August 1st and such early release would create a significant scheduling problem.
- D. Itinerant coaches shall be assigned to teach at school(s) within close proximity of their coaching assignments.
- E. Coaches shall not be required to serve those duties which would conflict with their assigned coaching responsibilities.
- F. This Article shall be in effect relative to the relationship between the involuntary transfer of teachers and the assignment of coaches.
- G. Teachers who are presently coaching shall not be denied reappointment to the coaching assignment without written notification provided the foregoing shall not imply that any such assignment may not be discontinued within the discretion of the Board. Such notification shall include a statement of reason(s) not to reappoint. A notice of tentative intent to reappoint shall be given to the coach within forty-five (45) calendar days after the end of the season, and such notice shall be deemed final (except for cause) if not revoked by July 1.
- H. The Board shall make a reasonable effort to give timely notice to a teacher/coach who is not reappointed. Such teacher/coach shall have the right upon written request submitted within fifteen (15) calendar days or ten (10) work days (whichever is the lesser) to the Personnel Department for a meeting with a representative of the Personnel Department. The teacher/coach may be accompanied at such meeting by a Federation officer or staff member regularly employed by the Federation. Nothing in this section shall imply any right to appointment or reappointment as a coach.
- I. Every consideration shall be given to coaches' input in establishing guidelines for administering the athletic program in middle/junior high schools.
- J. Itinerant coaches shall be permitted to apply for additional coaching positions at any school to which assigned (as a coach).
- K.
  - 1. The work day for itinerant coaches/secondary P.E. certified teachers who teach in the elementary P.E. program shall begin at the same time as the teachers regularly assigned to the elementary school. Such coaches shall not be guaranteed planning time within the confines of the normal teacher work day. Coaches shall typically be dismissed from the elementary school in time to report to the middle/junior high/high school at least one (1) hour prior to dismissal of such secondary school. Teaching responsibilities may be part of the assigned duties at the secondary school.
  - 2. Scheduling conflicts shall be resolved through mutual agreement between the principals of the elementary and high schools, the affected coach, a Federation Representative and the **Executive** Director of Personnel.
- L.
  - 1. Coaches who possess a commercial driver's license (CDL) and are subjected to a drug screening test shall be reimbursed for properly

documented application and licensing fees at their base school, provided funds are available.

- 2. The Board, within the constraints of its resources, shall provide for an annual physical examination, including an eye examination, for all coaches who possess a commercial driver's license (CDL) and are subjected to a drug screening test. Such physical examination shall occur prior to the beginning of the school year.

## ARTICLE 56 LIBRARIANS

- A. The librarian shall serve all supervisory duties in the library in order to provide students and teachers with assistance in using the library materials and to provide continuous access to the facility throughout the school day.
  - 1. The librarian shall have a lunch period of thirty (30) minutes per day during which time the library may be closed if no other personnel is available to maintain access and assistance.
  - 2. In elementary schools with large student populations, the librarian, with the approval of the principal, may limit student access while classes are in progress.
- B. The library-use schedule in all libraries shall be the responsibility of the librarians with approval by the principal.
- C. The parties acknowledge the educational advantage that accrues from the inclusion of appropriately staffed libraries as part of the educational environment.
- D. Library clerks shall be assigned exclusively to duties in the library unless circumstances make such unreasonable.
- E. If the Board determines that the number of librarians shall be reduced, librarians shall have the option to be transferred from the program in inverse order of seniority or be absorbed into the faculty of their present school.
- F. During the life of this Agreement, should the Board reduce the number of librarian positions, a list of those individuals employed as librarians shall be developed based upon seniority. Such list shall be utilized to fill vacancies in the library program prior to new individuals being placed in such positions.
- G. If a summer school librarian is hired to fill a position in a fully computerized library and is not trained in the system, then a manual system shall be utilized by the summer school librarian.
- H. **The policies and procedures for the library shall be in accordance with the Jefferson Parish Public School System Librarian Procedural Manual and all subsequent revisions.**
- I. **The Board acknowledges that it is typically desirable to open school libraries for the use of students on student attendance days, except when standardized tests are being administered and provided some library services may be limited or proscribed to assure the effective operation of the libraries within available financial resources.**

**ARTICLE 57  
PUPIL APPRAISAL PERSONNEL**

- A. Pupil appraisal personnel shall consist of social workers, educational diagnosticians and school psychologists.
- B. The normal workday for pupil appraisal personnel shall be comparable to that of classroom teachers. The particular nature of social workers' duties may occasionally require home visitations, outside such normal workday, **at the discretion of the social worker**. Except in an emergency, scheduling of such visitations shall be in joint consultation between the social worker and the social worker supervisor.
- C. **Evaluation Coordinators shall have five (5) hours per week for staff development and/or staffing. Under extenuating circumstances, with prior approval of the supervisor, pupil appraisal personnel shall have the opportunity to report to the special education area office for the purpose of executing the job responsibilities, including but not limited to case dissemination.**
- D. It is acknowledged that effective and professional utilization of pupil appraisal personnel frequently requires a facility which will permit quiet, uninterrupted, confidential interchange. To that end principals shall make every reasonable effort to provide appropriate space for pupil appraisal personnel. The Board acknowledges the desirability of providing an appropriate location in which pupil appraisal personnel may conduct evaluations.
- E. Pupil appraisal personnel shall have access to a telephone in a private area in both school and regional offices, unless circumstances make such access unreasonable.
- F. Because of the delicate nature of their work, pupil appraisal personnel shall not be required to work in a school in the district in which they reside.
- G. 1. If inservice days are required, the Board shall seek to provide inservice programs appropriate for pupil appraisal personnel if the regular inservice is not general in nature and is unrelated to the duties and activities of pupil appraisal personnel.
2. **Pupil appraisal personnel who require continuing education to maintain licensure or certification for their employment shall be allowed up to a maximum of four (4) professional leave days per school year, as needed to maintain minimum CEU requirements. Any professional leave as specified in Article 70 shall be included in this total.**
- H. Pupil appraisal personnel records in regional offices shall be kept in locked files.
- I. 1. The Board acknowledges the desirability of seeking to assign pupil appraisal personnel case loads equitably. Equitable distribution of case loads for pupil appraisal personnel shall be based upon the following:
- a. size of student population at the assigned school(s),
- b. number of cases processed taking into account initial evaluations, re-evaluations and re-classifications of special education students,

- c. state guidelines in determining the number of pupil appraisal personnel required to provide such services to the school system.
2. The case loads shall be reviewed **no less frequently than** each semester for the purposes of equitable distribution of such case loads. When reviewing such case loads, the objectives stated in Section I. 1. above shall be considered.
- J. Pupil appraisal personnel shall have the right to request their schools from those presently assigned or change one or more of their schools. Any schools not originally requested shall be placed on a list from which pupil appraisal personnel may request the balance of their case load by seniority. Such selection shall take place at the close of the school year or the beginning of the next school year, as determined by a majority vote of all pupil appraisal personnel.
- K. Every effort shall be made to keep pupil appraisal personnel in present school and regional settings. If regional realignments occur, pupil appraisal personnel shall have the right to request their schools from their present case load.
- L. If the State adopts tenure and/or sabbatical rights for pupil appraisal personnel, all time accrued in the Jefferson Parish Public School System shall be applied toward these benefits.
- M. When pupil appraisal personnel return from sabbatical leave, they shall have the right to return to the same schools they were assigned to before the sabbatical leave, if a need still exists for pupil appraisal personnel at such schools, such is otherwise fully compatible with the scheduling of all pupil appraisal personnel **and the criteria in Section J. above have been met**. Nothing herein shall preclude the reassignment of pupil appraisal personnel returning from sabbatical leave where such is deemed necessary for the effective interaction with other pupil appraisal personnel and other affected personnel.
- N. Educational diagnosticians and school psychologists shall have the right to apply and be hired for eleven (11) and twelve (12) month positions. No outside personnel shall be contracted for appraisal purposes of evaluations before educational diagnosticians and school psychologists are offered the necessary positions.
- O. The Board and the Federation agree that administrators should provide support which will enable pupil appraisal personnel to provide appropriate services in full accordance with legal, ethical and professional standards/guidelines. Pupil appraisal personnel shall have appropriate professional autonomy in determining the nature, extent and duration of services they provide, after considering input from the appropriate administrator(s) and/or teacher(s).
- P. The following shall be implemented when a pupil appraisal personnel vacancy exist:
1. Supplemental pay shall be provided for the completion of entire cases or components due to vacant positions. For the purposes of this Article, vacant positions shall be defined as a position that is not staffed, due to an individual not being hired to fill the position or an individual being on an approved Board leave, including but not limited to sabbatical, special leave without pay, sick leave (extended and additional extended), or a position that is changed by a PC 14 to another discipline and filled by an individual who can not fulfill all of the duties and responsibilities of the discipline. **Supplemental pay shall be provided as long as there is at least one partial or full vacancy as defined above.**

2. On those pupil appraisal teams which have a vacancy, the remaining partner of the team shall assume the following responsibilities, including but not limited to: School Building Level Committee (SBLC), crisis intervention, discipline issues, **Re-evaluation for Appropriate Placement (RAP)**, Individualized Education Plans (I.E.P.s), as appropriate, etc. The remaining partner shall receive compensation at the rate received in April, 1997, excluding office days. **For the purpose of this Article, a pupil appraisal team shall be comprised of a school psychologist, educational diagnostician, and a special education social worker.**
3. In the event a vacancy exists, pupil appraisal personnel, who possess credentials different than that of the vacant position, may be assigned. When such occurs, the pupil appraisal personnel, who had previously assumed the duties of the vacancy, shall no longer receive compensation in accordance with Subsection 2 above.
4.
  - a. The educational diagnostician or school psychologist shall be responsible for all discipline specific components of initial evaluations and change of classifications (COC's) that he would normally complete without a vacancy. This individual will also be responsible for fifty percent (50%) of one part re-evaluations. In accordance with the Pupil Appraisal Handbook, evaluation coordination of any case can be performed by either the educational diagnostician or school psychologist.
  - b.
    - (1) Cases that are not assigned in Subsection a. above, shall be submitted to the Area Special Education Coordinator, or designee, for assignment. The Area Special Education Coordinator, or designee, will review such to determine a fair and equitable supplemental case load distribution.
    - (2) Supplemental cases shall be assigned as follows:
      - (a) Volunteers shall be solicited and ranked by seniority within the needed discipline and within regions (i.e., central office, eastbank and westbank).
      - (b) Cases shall be equalized among those individuals who have volunteered.
      - (c) Cases shall be offered in chronological order of the decision/consent document (i.e., JP4, JP6 or JP7). Reasonable attempts will be made to cluster assigned cases by schools in an effort to limit the number of schools pupil appraisal personnel must service.
      - (d) Volunteers are not eligible to choose

their cases. In the event a volunteer refuses a case, he forfeits such supplemental assignment.

- (e) In the event there is an inadequate number of volunteers for assigning supplemental cases, each pupil appraisal personnel shall be given a case to complete beginning with the least senior pupil appraisal personnel. A complete rotation of pupil appraisal personnel shall occur.
- (f) In the event, the Area Special Education Coordinator determines a pupil appraisal personnel is unable to meet federal/state mandates for regular and/or supplemental cases, such individual may not be assigned any supplemental cases until compliance is established, at the discretion of the coordinator.
- (g) When feasible, assignment of supplemental cases shall be made after consultation with the Federation Building Representative.
- (h) Pupil appraisal personnel, who are assigned supplemental cases shall not transfer such cases, in total or part, to any other pupil appraisal personnel. In unusual circumstances, the administration may need to reassign cases (e.g., illness, emergency).

5.
  - a. Upon completion of a supplemental case, the pupil appraisal personnel shall complete and submit a supplemental pay time log to the Area Special Education Coordinator, or designee.
  - b. Payment to pupil appraisal personnel shall be contingent upon the following:
    1. the case is complete;
    2. the case is compliant; and
    3. the case is disseminated by the Area Special Education Coordinator.
  - c. Compensation forms for payment shall be completed by the Area Special Education Coordinator. Every effort will be made to submit the forms to the payroll department no later than the fifth business day of the next month.

- Q. The Director of Special Education, or designee, and the Federation President, or designee, shall meet and agree upon the **equitable distribution of caseload and school selection** prior to the beginning of the school year and shall periodically review upon mutual approval.

#### **ARTICLE 58 PHYSICAL EDUCATION TEACHERS**

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

to reasonably impact on any provision of Article 22, Planning Time, the Federation and the Board shall meet to negotiate the consequences of such determination.

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

#### **ARTICLE 59 GIFTED AND TALENT EDUCATION TEACHERS**

- A. In the event that an itinerant gifted and/or talent education teacher is assigned duty, such shall occur only at the home base school.
- B. 1. Whenever possible, a certified teacher will be hired as a substitute and assume all case load duties of the absent gifted and/or talent education teacher.
2. Should a substitute teacher not be hired when a gifted and/or talent education teacher is absent, a teacher who is required to assume any duties of the gifted and/or talent education teacher shall be compensated according to Article 27, Section B.
- C. On staff development days when teachers are required to attend workshops according to their subject area/grade level, the academic gifted teachers shall attend the subject area/grade level workshops. The talent education teachers shall be scheduled for a workshop specifically designed for the talent program.
- D. Talent education teachers shall consist of visual arts, music and theater teachers of identified talented students.
- E. 1. The Board acknowledges the desirability of seeking to assign gifted and/or talent education teachers' case loads equitably. The case loads shall be reviewed at the end of each semester for the purpose of equitable distribution of such case loads based upon state guidelines.
2. The Board shall make further provisions for equitable distribution according to the number of schools assigned to each gifted and/or talent education teacher.
- F. Itinerant gifted and talent education teachers shall have the right to request their schools from those presently assigned or change one or more of their schools. Any schools not originally requested shall be placed on a list from which gifted and/or talent education teachers may request the balance of their case load by seniority. Such selection shall take place at the beginning of the school year.

- G. **The Board acknowledges the desirability of providing appropriate teaching areas for gifted and talent education teachers.**
- H. **The following shall be implemented when a gifted and/or talent education teacher vacancy exists:**
  - 1. **For the purposes of this Article, a vacancy shall exist if a gifted and/or talent education teaching position has not been filled or when a vacancy occurs due to a Board approved leave.**
  - 2. **The supervising administrator of the gifted and talent education programs, or designee, and the Federation President, or designee, shall meet and agree upon the distribution of the case load regularly assigned to another teacher.**
  - 3. **Case load balancing shall proceed according to the following:**
    - a. **Volunteers shall be solicited and ranked by seniority within the needed discipline. The volunteers shall be compensated in accordance with Article 27.**
    - b. **In the event that all cases are not distributed through volunteers, cases will be assigned to the least senior teacher(s) with the lowest case load(s).**
- I. **A teacher assigned to the gifted and talent education program who must be transferred because of a need to reduce the number of such teachers at a school, shall have the option of transferring to a gifted and talent education vacancy according to Article 18, Section C.2. of this Agreement or of transferring to another vacancy for which he is certified.**
- J. **If the Board determines that the number of gifted and talent education teachers shall be reduced, teachers shall be transferred from the program in inverse order of seniority, provided that the number of science and/or humanity teachers required to maintain the gifted and talent education programs at middle/junior high/high school levels is maintained.**
- K. **During the life of this Agreement, should the Board reduce the number of gifted and talent education positions, a list of those individuals employed as gifted and talent education teachers shall be developed based upon seniority and certification, denoting those who are fully certified and those on temporary teaching assignments (TTA), including the specific area of certification. Such list shall be utilized to fill vacancies in the gifted and talent education program prior to new individuals being placed in the program.**

**ARTICLE 60  
HOSPITAL/HOMEBOUND TEACHERS**

- A. **Hospital/Homebound teachers shall receive mileage reimbursement in accordance with Article 80.**
- B. **Hospital/Homebound teachers shall be assigned their case loads based upon seniority and certification.**

- C. **Every effort shall be made to provide adequate planning time for hospital/homebound teachers. This planning time shall be duty free.**
- D. **During the life of this Agreement, the length of the school day for hospital/homebound teachers shall not exceed that of the 1998-99 school year.**
- E. **A hospital/homebound teacher shall be given the reason for the student's last suspension in writing at the time of the assignment.**
- F. **Hospital/Homebound teachers may request the option of teaching homebound students in a public facility, including but not limited to a public library. Such requests shall be granted at the discretion of the Area Special Education Coordinator in accordance with federal and/or state regulations and/or guidelines. .**
- G. **Hospital/Homebound teachers shall be assigned to perform professional duties at their base school during the time when they have not been assigned a case load.**

**ARTICLE 61  
SPEECH PATHOLOGISTS**

- A. 1. **Duty for school-based speech pathologists shall be assigned taking into account the speech pathologist's therapy schedule and office/diagnostic responsibilities so that schedules do not conflict.**
- 2. **Duty shall not be assigned to itinerant speech pathologists.**
- B. **It is acknowledged that effective and professional utilization of speech pathologists requires a facility which will permit quiet, uninterrupted interchange. To that end principals shall make every reasonable effort to provide appropriate space for speech pathologists.**
- C. **Speech pathologists shall have access to a telephone in a private area in the school and regional offices for professional use unless circumstances make such access unreasonable.**
- D. **Due to the confidentiality of diagnostic and therapy records, each speech pathologist shall be provided with a locked file cabinet at the school in which speech impaired evaluation reports shall be kept.**
- E. **When there is a need for a speech pathologist to be assigned to primarily diagnostic responsibilities, it shall be advertised system-wide. Every consideration shall be given to speech pathologists within the system who apply for such an assignment.**
- F. **When speech pathologists return from sabbatical, they shall have the right to return to the same school(s) they were assigned to before the sabbatical leave if a need still exists for a speech pathologist at such school(s) and such is otherwise fully compatible with the scheduling of all speech pathologists. Nothing herein shall preclude the reassignment of speech pathologists returning from sabbatical leave where such is deemed necessary for the effective interaction of speech pathologists, educational diagnosticians, school psychologists, social workers and other affected personnel.**
- G. 1. **The vacancy case load shall be equitably distributed so that the affected speech pathologists' case loads shall be in accordance with federal and/or state regulations. A vacancy shall be defined as an unfilled position.**

2. The Coordinator of Speech-Hearing-Language Services shall seek volunteers to assume a portion of the vacancy case load. Should no volunteers be available, the Coordinator of Speech-Hearing-Language Services shall assign qualified available speech pathologists on a rotating basis, by seniority, after all speech pathologists have reached maximum case load, the intention being to equalize such assignments as nearly as feasible.

## ARTICLE 62 VOCATIONAL TEACHERS

- A. Vocational teachers who are required to attend VICA/Skills USA activities or the like in excess of the contractual period shall be compensated therefor according to Article 80.
- B. Vocational teachers who are required to hold a master's license as a condition of employment shall be reimbursed for such licensing fees.
- C. Vocational teachers holding VTIE certification shall be placed on the bachelor's lane of the salary schedule.
- D.
  1. A reasonable effort shall be made to schedule students into vocational education classes of their choice.
  2. The scheduling of students in vocational education classes utilizing machinery or apparatuses shall take into consideration the safety standards established by state rules and regulations.
- E. Summer employment at the Career Centers shall be based upon a rotating eligibility system. Placement on the eligibility list shall be on the basis of seniority as defined below.
  1. Teachers who have never been employed in the summer program **during the preceding five (5) years**, shall be placed as the first group on the eligibility list.
  2. Teachers employed in the **fourth preceding** summer program shall be placed as the second group on the eligibility list.
  3. With each succeeding summer program, teachers will be grouped and placed on the eligibility list according to the procedure described above.
  4. Newly employed teachers shall be placed at the bottom of such list as it exists on September 1st of the school year in which they commence full-time, full year employment.
  5. The principal shall meet with the teachers proposed for employment in the summer program to review the availability of funds, the needs of the school, the number of teachers proposed for employment and the amount of work to be completed. The principal shall promptly thereafter establish the rate of compensation for such summer work based upon the preceding factors.

## ARTICLE 63 DEPARTMENT HEADS/GRADE CHAIRPERSONS

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

## ARTICLE 64 SCHOOL BUILDING LEVEL COMMITTEE

- A. **The Chairperson of the School Building Level Committee (SBLC) may be the assistant principal. In the event an assistant principal is not assigned to the school, the Chairperson may be another administrator or a regular or special education teacher who is assigned to the school on a full-time basis.**
- B.
  1. The principal shall make a reasonable effort to relieve the **teacher who serves as the** chairperson of the School Building Level Committee (SBLC) of homeroom and/or of duties such as bus, recess, and lunch supervision, or to assign an extra planning period per week.
  2. Members of the School Building Level Committee shall make every effort to establish their meeting times/dates upon mutual agreement.
- C. **The teacher who serves as the** Chairperson of the School Building Level Committee (SBLC) shall receive a stipend of three hundred dollars (\$300.00) per year.

**ARTICLE 65  
ACTIVITY COORDINATOR**

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

**ARTICLE 66  
SICK AND/OR EMERGENCY LEAVE**

- A. Teachers employed on the first day of each school year shall be credited with ten (10) school days to be used for personal illness and/or emergency leave.
- B. Eleven (11) and twelve (12) month contractual teachers shall be credited with eleven (11) and twelve (12) days respectively for personal illness and/or emergency leave.
- C. Teachers employed after the beginning of the contractual year shall be credited with one (1) day per month of the remaining contractual year to be used for personal illness and/or emergency leave.
- D. 1. If a teacher has exhausted all accrued sick and/or emergency leave, and is still unable to return to work by reason of sickness or disability, upon written application and submission of a statement from the attending licensed physician, the teacher shall be granted extended sick leave. **Teachers who are granted extended sick leave shall receive and be paid compensation at the rate of sixty-five percent (65%) of the teacher's salary at the time the leave begins.**
2. a. Upon the exhaustion of all accrued sick and/or emergency leave and/or extended sick leave, if the teacher is still unable to return, upon **written application and** certification of the attending **licensed** physician, the teacher may apply to be placed on additional extended sick leave or special leave without pay for the remainder of the school semester. **The teacher shall be allowed to take up to ninety (90) days of additional extended sick leave in each six (6) year period of employment. This sick leave may be used for personal illness or illness of an immediate family member. Unused days during any six (6) year period of employment shall not accumulate or carry forward into the next six (6) year period of employment.**
- b. **Teachers who are granted additional extended sick leave, shall receive and be paid compensation at the rate of sixty-**

five percent (65%) of the teacher's salary at the time the leave begins.

- c. **All time spent on additional extended sick leave is regular service time for all purposes for which service time is calculated or used. The teacher shall continue to be eligible for health insurance benefits as if actively at work and shall self-pay his share if salary is insufficient to cover the deduction. The teacher shall be eligible for participation in the appropriate retirement system of Louisiana based on monies earned and in accordance with the rules and regulations of the retirement system of Louisiana. All leave taken under this provision will be charged against the teacher's entitlement under the Family Medical Leave Act.**
3. a. **Effective with the 2001-2002 school year, upon the exhaustion of all accrued sick and/or emergency leave and/or extended sick leave and/or additional extended sick leave, if a teacher is still unable to return to work, by reason of catastrophic illness upon written application and certification of the attending licensed physician, the teacher may apply to be placed on long-term sick leave or special leave without pay for the remainder of the school year. Eligibility for long-term sick leave shall be determined by the Executive Director of Personnel, or designee, whose decision shall be final and not subject to the provisions of Article 12 of this Agreement or any other form of appeal.**
- b. **The teacher shall be allowed to take up to ninety (90) days of long-term sick leave in each six (6) year period of employment. Unused days during any six (6) year period of employment shall not accumulate or carry forward into the next six (6) year period of employment.**
- c. **Teachers who are granted long-term sick leave shall receive and be paid compensation at the rate of fifteen percent (15%) of the teacher's salary at the time the leave begins.**
- d. **All time spent on long-term sick leave is regular service time for all purposes for which service time is calculated or used. The teacher shall continue to be eligible for health insurance benefits as if actively at work and shall self-pay his share if salary is insufficient to cover the deduction. The teacher shall be eligible for participation in the appropriate retirement system of Louisiana based on monies earned and in accordance with the rules and regulations of the retirement system of Louisiana.**
4. If such special leave without pay was for a period less than thirty (30) working days, and if the teacher is still unable to return to work at the beginning of the next school semester, upon certification of the attending physician the teacher will be placed on special leave without pay for one (1) additional semester and may be similarly renewed for one (1)

additional semester. If such leave is for a period more than thirty (30) working days, and if the teacher is still unable to return to work at the beginning of the next school semester, upon certification of the attending physician the teacher will be placed on special leave without pay for one (1) additional semester. A condition of such additional semester(s) of special leave without pay shall be that no compensation of whatsoever nature shall be due the teacher from the Board, provided the teacher may continue all group insurances and/or other benefits by making timely advance payments for the premiums therefor to the Board's business office, or designee, and/or the JFT Health and Welfare Fund office. The failure of the teacher to request such additional semester(s) of special leave without pay shall be deemed a submission of resignation. If the teacher is still unable to return to work at the expiration of such additional semester(s) leave, the teacher shall have the option to resign or be deemed permanently disabled.

5. The teacher may request early return from special leave without pay by submitting on the appropriate form(s) a request for reinstatement to the **Executive** Director of Personnel, or designee, who may grant such request in his sole discretion if consistent with the employment needs of the school district.
  6. A teacher on leave pursuant to this section shall be subject to provisions regarding reduction-in-force during the period of such leave. Upon return from such leave, the teacher shall be assigned to an existing vacancy without regard to the teacher's assignment at the time of commencement of such leave.
  7. If during the life of this Agreement, any State/Federal entity of competent jurisdiction promulgates a pertinent change in the current extended sick leave law, the language of Article 66, Sections D. 1. and D. 2., shall revert forthwith to that which was in force during the 1991-92 school year. At the request of either party, the parties shall promptly meet to determine the appropriateness of such language under the then prevailing circumstances.
- E. Utilization of sick and/or emergency leave shall be in units of one-half (1/2) days. Should the work location of an absent teacher close for one-half (1/2) day or more for an emergency, the absent teacher shall not be charged for absence during such period of closure. This section shall not be applicable on any day when the normal teacher workday is reduced.
- F. A teacher shall not be considered excessively absent if such teacher can provide convincing documentation to substantiate his absences.
- G. Upon a teacher's discharge, resignation, death or retirement, the teacher or his estate, where applicable, shall be compensated for up to twenty-five (25) days of unused sick and/or emergency leave. In the event a teacher returns to employment in the Jefferson Parish Public School System, he shall be credited with that portion of sick and/or emergency leave that had not been reimbursed under this section.
- H. A teacher shall notify the principal, or designee, at least sixty (60) minutes prior to the beginning of the normal teacher work day, when he will be absent. For the purpose of this Article, absence refers to the use of sick, emergency and/or personal leave.

## ARTICLE 67 ABSENCES DUE TO ACCIDENT OR INJURY ON DUTY

- A. Teachers incurring an injury while on duty will receive benefits according to the state law. Teachers injured on duty shall report the injury immediately to the principal or appropriate administrator who shall promptly provide the injured teacher with all appropriate forms and information on the different payment options for worker's compensation. During such period of absence the Board shall maintain all insurance benefits.
- B. In the event a teacher is injured as a result of an assault, the Board shall compensate the teacher pursuant to state law. The Board will cooperate in reasonable efforts to place responsibility and obtain recovery for the infliction of any injuries upon the teacher.
- C. **Experiential credit shall be given to a teacher during the time when the teacher is on leave due to an injury while on duty, provided such leave shall not extend beyond the end of the school year in which the injury occurs.**

## ARTICLE 68 PERSONAL TRAUMA LEAVE

- A. 1. Upon written notice submitted by a teacher to the **Executive** Director of Personnel, or designee, a leave of absence without loss of pay of up to three (3) school days shall be granted in the event of a death in the immediate family of such teacher or his spouse, provided if the funeral shall be in a location more than two hundred (200) miles from New Orleans, and such shall be verified, the teacher shall be granted one (1) additional school day of leave. Personal trauma leave shall be taken within ten (10) calendar days of the death (except under extraordinary circumstances which shall be fully detailed).
2. The **Executive** Director of Personnel, or designee, shall grant such leave to a teacher in the event the teacher was absent prior to the death of an immediate family member of such teacher or his spouse. The request for such leave shall be in writing and shall contain convincing documentation. Such leave shall be in lieu of or in conjunction with such leave outlined in Section A.1.
- B. "Immediate family" shall include the teacher's spouse, children (including step-children), parents, step-parents, grandparents, grandchildren, brothers, sisters (including half-sisters and half-brothers), brothers-in-law, sisters-in-law, great grandparents, daughters-in-law and sons-in-law. Also included are any individuals over which the teacher has legal guardianship. The immediate family of the teacher's spouse includes children (including step-children), brothers, sisters (including half-brothers and half-sisters), brothers-in-law, sisters-in-law, parents, step-parents, grandparents, grandchildren, great grandparents, daughters-in-law and sons-in-law.
- C. The leave of absence authorized by this Article shall be in addition to any leave provided by this Agreement or otherwise, and shall not be subtracted from them. The leave authorized by this Article shall be non-cumulative.
- D. If requested, verification of death and relationship shall be provided.

- E. Upon the death of an active teacher, twenty percent (20%) of the full-time staff of the building from the deceased teacher's school, not to exceed eight (8) teachers, shall upon request, be excused to attend the funeral if the services are held during the school day. The principal may in his discretion and non-precedentially excuse additional teachers for such attendance.

**ARTICLE 69  
ALTERNATIVE MATERNITY/ADOPTIVE/CHILD REARING LEAVE OF ABSENCE  
WITHOUT PAY**

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

maternity/adoptive/child rearing leave of absence without pay. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment with the Board.

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

**ARTICLE 70  
PROFESSIONAL LEAVE**

- A. During a school year, (except during the first ten (10) teacher employment days and the last twenty (20) teacher employment days), teachers shall be allowed one (1) day of professional leave without loss of pay (but without any travel reimbursement) for the purpose of participating in professional activities, the date and nature of which shall be approved by the teacher's principal.
- B. Application for professional leave shall be in writing and submitted to the principal, or designee, as far in advance of the date of requested leave as possible. Such application shall include all pertinent information.
- C. 1. Professional leave is intended to permit teachers to participate in

professional activities which offer a high expectation of benefits to enhance the ability of the teacher to more effectively perform his duties for the Board and to further the educational objectives of the Board. Professional leave is not intended to permit teachers to meet personal obligations or responsibilities whether or not related to the school system. Teachers shall verify their participation in the professional activity(ies) giving rise to the leave, utilizing the form (if any) provided for such purpose. Teachers shall not be required to give a verbal report as to the use of their professional leave days.

**2. The teacher shall not be required to take a professional leave day if directed to supervise/sponsor school activities.**

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

**ARTICLE 71  
JURY DUTY/COURT APPEARANCE**

- A. Teachers selected on Federal/State juries will receive their regular rate of compensation, without loss of leave time, provided any monies received for such jury service (other than reimbursement for meals and travel) shall be remitted to the Board.
- B. A teacher who shall be subpoenaed as a witness in a judicial proceeding in which he, or his immediate family, will receive no financial gain as a result thereof, or is not a party to such proceeding, shall suffer no loss of pay or benefits. (For the purpose of this Article immediate family shall include only the teacher's mother, father, sister, brother, children or spouse.) The teacher shall notify his principal, or designee, of the service of such subpoena as promptly as possible and shall advise of the details of such proceeding in sufficient detail to permit a determination of the applicability of this section. Upon request of the principal, or designee, the teacher shall also furnish a copy of the subpoena. The teacher shall remit to the Board any monies

received in connection with such proceedings other than reimbursement of meals and travel. This section shall not be applicable more than three (3) days in any school year except as the Superintendent, or designee, shall allow in his sole discretion and without precedential effect.

**ARTICLE 72  
SPECIAL LEAVE WITHOUT PAY**

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

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

**ARTICLE 73  
SABBATICAL LEAVE**

- A. Eligible teachers who have completed twelve (12) or more consecutive semesters in the Jefferson Parish Public School System may apply for a sabbatical leave of absence of two (2) semester's duration immediately following such period of service.
- B. Eligible teachers who have completed six (6) or more consecutive semesters in the Jefferson Parish Public School System may apply for a sabbatical leave of absence of one (1) semester's duration immediately following such period of service.
- C. Active service accumulated toward sabbatical leave as provided in Sections A. and B. above shall not be deemed to be interrupted by any of the following:
  - 1. Absence on sick leave, **extended sick leave**, additional **extended sick leave**, **long-term sick leave**, **donated sick leave** or special leave without pay, as provided in Article 66;
  - 2. Absence on alternative maternity/adoptive/child rearing leave of absence without pay, as provided in Article 69;
  - 3. Absence on special leave without pay due to medical reasons, as provided in Article 72, if at the time such leave is granted by the Board it is deemed not to interrupt the accumulation of service, provided the semester(s) in which a special leave without pay occurs shall not be counted in the computation of semesters for qualification for sabbatical leave;
  - 4. Absence on Family Medical Leave Act (FMLA), as provided in Article 102, if at the time such leave is granted by the Board it is deemed not to interrupt the accumulation of service, provided the period of time in which FMLA occurs shall not be counted in the computation of semesters for qualifications for sabbatical leave.

- D. An application for a sabbatical leave will be considered for professional and cultural improvement or for **medical leave, if the applicant has twenty-five (25) days or less of sick leave remaining at the time the sabbatical leave is to begin.** A sabbatical will not be granted for pregnancy.
- E. Teachers who are granted sabbatical leave shall receive and be paid compensation **at the rate of sixty-five percent (65%) of the teacher's salary at the time the leave begins.**
- F. Applications for a sabbatical leave shall be filed in accordance with the Personnel Policy Manual Procedures in effect at the time of the request. Applicable state laws will always control the provisions of this Article.
- G. Teachers on **medical** sabbatical leave are not eligible for employment as adult education teachers.
- H. The obligation of the teacher on sabbatical leave to return to employment with the Board shall be in accordance with the then prevailing state law.
- I. A teacher on sabbatical leave shall enjoy all rights afforded under this Agreement, and shall be bound by all the provisions contained therein, Section D., of this Article notwithstanding.
- J. 1. Teachers granted sabbatical leave shall be prohibited from being employed by any public or private elementary or secondary school in Louisiana or in any other state.
2. Teachers granted **medical** sabbatical leave shall spend such leave in a manner calculated to attain that purpose.
3. Teachers granted sabbatical leave shall also be subject to other reasonable rules and regulations which have been previously promulgated by the Board and which are not inconsistent with state law. The Board expressly recognizes the right of the Federation to challenge any such recently adopted rules and regulations on the basis of violation of state law through the grievance process and/or litigation.
- K. Coaches on sabbatical leave for professional improvement shall be allowed to coach pursuant to guidelines established by the Louisiana High School Athletic Association.
- L. 1. Teachers who work extended employment for a period in excess of the nine (9) month contractual period and as of July 15, 1992, were eligible for a sabbatical leave from the Jefferson Parish Public School System shall be granted such leave for the period of extended employment.
2. Teachers who work extended employment for a period in excess of the nine (9) month contractual period and were not eligible for a sabbatical leave from the Jefferson Parish Public School System as of July 15, 1992, shall be granted such leave in accordance with state law. The teacher granted such leave shall not be eligible for the period of extended employment whether such occurs prior to or following the period of such leave.
3. If during the life of this Agreement, the state and/or Board promulgates a change in the current sabbatical leave law/policy, the language of Article 54, Section I., shall revert forthwith to that which was in force during the

1991-92 school year. Such language shall also include all members of the bargaining unit who work extended employment.

#### **ARTICLE 74 GRAND ISLE SPECIAL LEAVE DIFFERENTIAL**

Teachers regularly assigned to Grand Isle shall be granted up to two (2) days leave of absence per school year without loss of pay for the purpose of securing necessary medical services and/or other necessary personal services not available within the Grand Isle community. Except in an emergency, the teacher shall notify the principal in writing of the need to take such leave as far in advance as possible. In all instances the teacher shall verify the proof of such services for the additional leave for services granted under this Article. This leave shall be non-cumulative.

#### **ARTICLE 75 DISASTER LEAVE**

- A. If a disaster shall occur or be imminently threatened impelling the Superintendent, or designee, or the principal, or designee, to close school(s) or to direct teachers at such school(s), in whole or in part, to leave the premises of such school(s), teachers so affected shall not suffer any loss of pay or other benefits, provided the foregoing shall not affect the right of the Board to reschedule or reassign teachers in order to cope with such disasters.
- B. If such days are to be rescheduled, the principal shall solicit the preferences of teachers as to the dates and times, and thereafter meet with the Federation Building Committee at its request to determine such rescheduling. If such cannot be mutually agreed upon, the principal shall prescribe the dates and times of such rescheduling.

#### **ARTICLE 76 PUBLIC SERVICE LEAVE**

A teacher elected or appointed to a local, state or national public office may upon written application therefor be granted a leave of absence without pay during the term of such office for a period not to exceed two (2) years. Alternatively, the teacher may apply for intermittent leave of absence without pay to attend official meetings incident to such office provided absence therefor does not exceed one (1) day (or a portion thereof) during any calendar month and that advance written notice at least seven (7) calendar days be given to the **Executive** Director of Personnel, or designee, as to the date of each such absence (except in an emergency when such notice shall be given as soon as possible). Such leave shall be granted if in the non-precedential judgement of the Board such leave will not unduly interfere with the instructional program and the leave will likely redound to the benefit of the school system.

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

#### **ARTICLE 77 LOSS OR DAMAGE TO PERSONAL PROPERTY**

- A. The Board agrees as limited herein to reimburse teachers who suffer damage to their clothing (including eyeglasses) and/or to their automobiles, if such damage occurs during the performance of their duties and where such damage is in no way

attributed to or occasioned by the negligence of the affected teacher. This Article shall not be applicable in any instance where the teacher was not acting in consonance with Board policy or rules or administrative direction, or where the teacher cannot demonstrate, in the case of an automobile, that the damage occurred on school property.

- B. The Board shall reimburse the teacher in the full amount of uninsured losses not to exceed two hundred fifty dollars (\$250.00). The Board shall further reimburse the affected teacher in an amount not to exceed five hundred dollars (\$500.00) of the uninsured losses (including the aforementioned two hundred fifty dollars (\$250.00) of actual losses) during the same period, subject to the further conditions hereinafter set forth. Claims for reimbursement **shall be submitted within ninety (90) days of the occurrence and** shall be processed as promptly as feasible, but in no event less frequently than within forty (40) days following submission.
- C. All payments for the above shall be made from a special Damage Fund to be created and to be administered by three (3) employees of the Board, one (1) of whom shall be appointed by the Federation President, or designee, and the other two (2) by the Superintendent, or designee. On the first of each calendar month, the Board shall deposit the sum of two thousand dollars (\$2,000.00) in such Fund. This money shall be maintained in an interest bearing account provided no deposit need be made if such would result in a final balance in excess of fifteen thousand dollars (\$15,000.00). However, should the fund balance fall below five thousand dollars (\$5,000.00) the Board shall promptly contribute an amount to maintain such minimum balance.
- D. A teacher shall be reimbursed the actual cost of the uninsured loss protected herein not to exceed two hundred fifty dollars (\$250.00) during the school year. Such reimbursement shall be paid within thirty (30) calendar days following ascertainment of eligibility therefor by the Fund's administrators. If at any time there shall be insufficient monies in the Fund to make such payments, the Board shall advance the same by accelerating its scheduled deposits to the Fund. If at the end of the fiscal year there shall be monies remaining in the Fund, teachers with claims that have not been fully satisfied, i.e., claims of uninsured losses of more than two hundred fifty dollars (\$250.00) up to five hundred dollars (\$500.00), such claims shall be satisfied. If there are insufficient monies to satisfy all such claims, then such claims shall be reimbursed on a pro-rata basis based upon the percentage derived by dividing the total number of dollars available at the end of the fiscal year by the total claims. Any monies remaining after the payment of all valid claims shall be disbursed or distributed as the parties shall agree, and in the absence of such agreement shall be deposited in the JFT Health and Welfare Fund.
- E. The Fund administrators shall receive no salary or stipend, but any direct expenses borne by the Fund shall be deducted therefrom. The Fund administrators shall maintain a record of all claims paid and all claims denied, and the reasons therefor.

#### ARTICLE 78 PILOT PROGRAMS

- A. **Prior to the implementation of an educational reform project as a school-wide pilot program, a majority of the affected teachers must vote in the affirmative to participate in such a program.**
- B. **A full written explanation shall be provided to the affected teachers prior to voting on the program.**

- C. **The Executive Director of Instruction shall review the results of the ballot and the educational reform project, prior to the implementation of the pilot program. After such review, the Executive Director of Instruction shall approve or disapprove the implementation of the pilot program. Such decision shall occur no later than ten (10) workdays from the date of the ballot.**

#### ARTICLE 79 TEACHER SUPPLIES

- A. 1. The Board shall reimburse each teacher for teaching materials **and/or registration fees for pre-approved professional conferences/workshops**, including sales tax, which he purchased and for which appropriate receipts are furnished not to exceed thirty dollars (\$30.00) per semester.
2. A teacher who does not expend his allocation or any part thereof for the first semester shall be permitted to spend such during the second semester.
3. Reimbursement for teaching materials, including sales tax, shall occur promptly, but no later than twenty (20) work days following submission of such reimbursement request, provided all appropriate receipts are furnished.
- B. Warehouse orders must be submitted no later than March 1st of the year of the claim. Receipts for other than warehouse orders must be submitted no later than the tenth (10th) teacher working day preceding the end of the school year.
- C. 1. **Teachers who have perfect attendance over a full school year shall be afforded one of the following options: (a) five hundred dollars (\$500.00) issued in a supplemental check with all appropriate deductions or (b) five hundred dollars (\$500.00) in supplies.**
2. **Teachers who choose to order supplies must do so in accordance with the proper purchasing guidelines.**
3. **For the purposes of this section, perfect attendance is defined as no absences being charged against a teacher's sick and/or emergency leave account except those donated according to Board policy.**
4. Equipment purchased with the funds allocated in this Article, shall become the property of the Jefferson Parish Public School System. For the purpose of this section, equipment shall include audio visual, computer hardware, television, camera, camcorder and any hardware associated with the aforementioned equipment. Should the teacher transfer to another school/work site, the equipment shall be transferred. The purchased equipment shall accompany the teacher until the teacher retires or resigns from the school system or until the equipment becomes unusable.
- D. **Funds allocated by the Board for teacher supplies shall not be diverted by the principal, or designee, for any other purpose.**

**ARTICLE 80  
TRAVEL EXPENSES**

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

**ARTICLE 81  
HOSPITALIZATION**

- A. The Board will pay, during the period of this Agreement, the following amounts for group health, life and accident insurance for each participating member of the bargaining unit:

Coverage	Yearly Contribution
Employee only	\$562.20
Employee and one dependent	\$644.50
Employee and family	\$787.80

These amounts will be prorated monthly.

- B. The total contributions from the State and Board shall not exceed ninety percent (90%) of the Employee only monthly premium and sixty percent (60%) of all other monthly premiums for participating members of the bargaining unit. These percentages may be adjusted should the amounts in Section A. be increased.
- C. The existing benefits in the current hospitalization program shall not be reduced by Board action during the life of this Agreement.

**ARTICLE 82  
JFT HEALTH AND WELFARE FUND**

- A. During the term of this Agreement, the Board shall contribute three hundred dollars (\$300.00) per school year for each bargaining unit employee.
- B. Calculation procedures for members of the bargaining unit shall be as follows:
  - 1. A monthly personnel printout listing all bargaining unit personnel produced at the end of each calendar month and copies distributed to both the Jefferson Federation of Teachers and the Jefferson Parish Public School System will be the basis for the total of all bargaining unit personnel.
  - 2. The Personnel Department will establish the number of work days within each month of the work year, based upon one hundred eighty-three (183) work days or a portion thereof for bargaining unit employees hired after the beginning of the school year.

- 3. The Personnel Department will divide the JFT Health and Welfare Fund payout per bargaining unit personnel per work year, according to Section A. above, by the number of work days, according to Subsection B.2. above, which will produce the per day dollar value contribution to the JFT Health and Welfare Fund.
- 4. At the end of each calendar month, upon receipt of the personnel printout, according to Subsection B.1. above, the Executive Director of Administration and Finance and Chief Financial Officer, or designee, will calculate the payment due to the JFT Health and Welfare Fund by multiplying the per day dollar value of the Board's contribution, according to Subsection B.3. above, times the number of work days in the work month, times the number of bargaining unit employees as listed on the monthly personnel printouts.
- 5. Payment shall be made to the JFT Health and Welfare Fund according to the following schedule within five (5) working days after the close of October, January, March and after the close of the school year. The payment will be the sum of each month's calculation, according to Subsection B.4. above, for each month within the appropriate monthly periods denoted in this Subsection.
- C. Bargaining unit employees who enter employment after the beginning of the school year shall become members of the Fund. Contributions for such employees shall be in accordance with Section B. of this Article.
- D. Trustees designated by the Federation shall be excused without loss of pay or other benefits for those occasions necessary to discharge the responsibilities of their office.

**ARTICLE 83  
SPECIAL EMPLOYMENT**

- A. Teachers who have been employed full-time by the Board for more than one (1) year shall have the right to apply for special employment. The application shall be accompanied by a plan or schedule describing exactly the proposed employment plan, including (but not limited to) how and by whom the requirements of the position (if any) now being performed by the applicant are to be met. The granting or denial of such application shall be at the sole discretion of the Board and shall be non-precedential. Special employment may be renewed subject to all of the conditions of this Article, but no application shall be granted to extend beyond one (1) school year.
- B. In cases where seniority involving a teacher on special employment becomes a factor in a transfer or a reduction-in-force the definition of "seniority" contained in Article 8 shall apply with "base salary" interpreted to mean actual income exclusive of PIP, extra-curricular or other stipends.
- C. Teachers on special employment shall receive salary and benefits on a pro-rata basis except as otherwise specifically provided herein. Teachers who work fifty percent (50%) or more of the school year shall accrue one-half (1/2) year salary schedule advancement for each year.
- D. Teachers shall be informed of the rules and regulations regarding eligibility in the State Employees Group Benefits Program and the Teachers' Retirement System of Louisiana by the **Executive** Director of Personnel, or designee, prior to approval.

- E. Sick leave shall accumulate at one-half (1/2) the normal rate. The teacher on special employment shall be credited with ten (10) half days to use for personal illness and/or emergency leave.
- F. Teachers who work fifty percent (50%) or more of a school year shall earn one (1) semester credit toward sabbatical leave for each year of special employment.

#### ARTICLE 84 EXTENDED EMPLOYMENT

Teachers required to work in excess of the contractual period shall be compensated therefor at a per diem rate for each such day, or pro-rata for a portion of such day. The contractual period shall not exceed one hundred eighty-three (183) days for returning teachers or more than one hundred eighty-four (184) days for beginning teachers, provided this shall not preclude additional teacher employment days required to comply with state law or regulation. Teachers who are required to work an extended year shall be permitted to use one (1) accrued sick leave day for personal illness and/or emergency reasons.

#### ARTICLE 85 INCENTIVE PAY

- A.
  - 1. Teachers assigned to a school receiving incentive pay during the 1992-93 school year shall not have that amount diminished during the life of this Agreement, except as provided below.
  - 2. If a teacher assigned to an incentive pay school during the 1992-93 school year voluntarily transfers from such school, the teacher shall no longer receive incentive pay, except in accordance with Section B. below, even if the teacher returns to an incentive pay school.
  - 3. If a teacher assigned to an incentive pay school during the 1992-93 school year is involuntarily transferred:
    - a. the teacher shall continue to receive the incentive pay if transferred to another incentive pay school; or
    - b. the teacher shall have his incentive pay reinstated upon return to the incentive pay school from which he was transferred in accordance with **Article 18, Sections C. 3. a. and C. 5.**
  - 4. Effective with the 1993-94 school year, teachers who are voluntarily or involuntarily transferred or appointed to these incentive pay schools shall not receive incentive pay, except in accordance with Section A.3. above and Section B. below.
- B. Teachers at Grand Isle shall continue to receive incentive pay equal to the amount received in the 1983-84 Agreement.
- C. At such time that the Board determines that incentive pay shall be reduced or eliminated, teachers at the affected schools shall be so notified in time for them to apply for voluntary transfers prior to the implementation of such reduction or elimination.
- D. Nothing in this Article shall preclude the Board from reinstating an incentive program if staffing problems shall exist.

#### ARTICLE 86 COOPERATIVE SCHOOLS PROJECT

The Federation and the Board may agree to establish a joint committee to review and study efforts to further the cooperation of teachers and administrators to enhance educational output.

The Cooperative Schools Committee shall make every effort to design jointly agreeable program(s), which may be operated, on a pilot basis. The undertaking of any such pilot program shall be subject to the approval of both the principal and teachers of any school prior to the initiation of such program(s) at such school. Subject to the approval of the Federation and the Board, such program(s) shall be exempt from the provisions of the Collective Bargaining Agreement in force between the Federation and the Board.

#### ARTICLE 87 EXPERIENTIAL COMPENSATION

- A. Experiential credit shall be given a teacher for all satisfactory teaching services completed at a time he was properly certified to teach such services and such teaching occurred in a school approved by the State Department of Education based on the following:
  - 1. At least one-half (1/2) year's experience for each seventy (70) days in one (1) school semester;
  - 2. At least one (1) year's experience for each one hundred forty (140) days in one (1) school year.
- B. Experiential credit shall similarly be given for satisfactory teaching services in a state accredited public school system in any of the other states of the United States if completed at a time he was properly certified to teach such services.
- C. Social Workers will receive credit for all verified post-master experience provided that they possess the ACSW and/or BCSW/LCSW certifications. Applicants without the ACSW and/or BCSW/LCSW certifications will be eligible for a maximum of two (2) years post-masters experience.
- D. All experience shall be computed at the beginning of the spring semester and July 1st.
- E. Teachers employed by the Board prior to the 1981-82 school year shall not receive retroactive pay or any change of placement on the salary schedule as a result of this Article. Previously accepted years of experience shall not be diminished or denied.
- F. Outside experience shall be verified by the **Executive** Director of Personnel, or designee. Notice that verification has been requested shall be concurrently given to teachers. Upon receipt of experience verification, the **Executive** Director of Personnel, or designee, shall forward a copy of notice of the verification to the teacher. If verification of experience is not received by the teacher within thirty (30) calendar days of the verification request, the teacher may request the forwarding of a second verification request. Subsequent requests for verification shall be the responsibility of the teacher.
- G. The Board shall report all years of experience of a teacher formerly employed by the Board to the agency seeking such verification of experience. If the Board should

report to a prospective employing agency that a teacher would not be re-employed, such shall contain the number of satisfactory and/or unsatisfactory years of service if requested on the verification form by the prospective employing agency.

- H. Experiential credit shall be given a teacher for all satisfactory teaching services completed during the time when such teacher was employed on a Temporary Teaching Assignment (TTA), provided the teacher submits verification of such to the Personnel Department.
- I. 1. Experiential credit shall be given a Registered Nurse (RN) for work experience during the time when the nurse was employed as a school nurse at the rate of one (1) year for every one (1) year experience as a school nurse, provided the nurse submits verification of such to the Personnel Department.
2. **Experiential credit shall be given a nurse for work experience during the time when such nurse was employed as a Registered Nurse (RN), provided the nurse submits verification of such to the Personnel Department. Experiential credit shall be given as follows: up to two (2) years of experiential credit for two (2) years of work experience as a RN.**
3. **Nurses currently employed by the Board shall receive a change of placement on the salary schedule as a result of this Section.**
- J. **Experiential credit shall be given a VTIE certified teacher for work experience during the time when such teacher was employed in the area in which he is VTIE certified, provided the teacher submits verification of such to the Personnel Department. One (1) year of experiential credit shall be given for every four (4) years of experience in the applicable area.**

#### ARTICLE 88 PAY CHECKS

- A. 1. Teachers shall be paid twice a month and shall have the option of receiving this pay for a ten (10) or a twelve (12) month period. The pay distribution shall be on the fifteenth (15th) and the last day of each month commencing with September 15th as the first pay. When a pay day falls on or during a school holiday, teachers shall receive their pay checks on the workday preceding the holiday, except in December when the pay check for the last day of the month shall be mailed to arrive for December 31st. Teachers who elect the option of a ten (10) or twelve (12) month pay period and do not carry group health insurance, shall upon their written request, no later than the last teacher work day of the school year, receive the remainder of their escrowed salary no later than the first pay day following the close of the school year. Teachers who elect the twelve (12) month option and receive hospitalization benefits shall upon their written request, no later than the last teacher work day of the school year, receive the remainder of their escrowed salary on June 30th. Teachers may submit a written request for the remainder of their escrowed salary after the last teacher work day of the school year. However, payment of such escrowed salary shall be made at the next scheduled pay day if the request is made five (5) days prior to such pay day, but in no case earlier than June 15th for ten (10) or twelve (12) month employees without health care coverage or June 30th for ten (10) or twelve (12) month employees with health care coverage.

2. A committee made up of an equal number of persons to be appointed by the Superintendent, or designee, and the Federation President, or designee, shall be created to study the possibility of having pay checks issued every two (2) weeks (26 pays).

- B. The administration will honor a pre-filed written authorization from an absent teacher to have someone pick up his pay check, provided as a condition precedent to the use of such authorization the teacher agrees to hold the Board harmless if the check is delivered to a person who asserts the identity of the authorized individual.
- C. Should a teacher be on an authorized leave during a pay day, the teacher's check shall be mailed to him, provided the teacher so notified the Payroll Department in writing five (5) workdays prior to the pay day during such leave.
- D. Deductions from pay checks shall be in as equal amounts as possible.
- E. Additions or cancellations or deductions must be received by the Payroll Department ten (10) workdays prior to the issuance of the pay check.
- F. Pay checks shall be placed in individual sealed envelopes identified with the teacher's name.
- G. Should a teacher be on an approved leave without pay that extends through, or beyond, the current school year and such teacher has escrowed salary, the teacher shall have the option of:
1. Receiving the escrowed salary in one lump sum; or
  2. Receiving pay checks, as provided above, equal to regular checks (or the escrowed amount, whichever is less), until the escrowed amount is depleted. In the event the escrowed amount is not depleted by June 15, the remaining sum shall be paid on June 30.

Should the teacher not inform the **Executive** Director of Personnel, or designee, by certified letter or hand delivered and receipted, of the option chosen, option G.2. shall be followed.

- H. If an error is brought to the attention of the Compensation Department 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. The obligation of the Board hereunder shall be deferred if for any reason the computer system shall be malfunctioning or overloaded.
- I. Upon receipt of verification of having successfully passed the required drug screening and finger printing tests, teachers shall receive retroactive pay applicable to such from the work day following the date on which the test(s) were passed.
- J. Where feasible, when a supplemental check is issued to a teacher, the workshop title or reason for such supplemental pay shall be denoted on the check.
- K. Teachers shall have the right to have direct deposit of their pay checks to the bank and/or financial institution of their choice.

## ARTICLE 89 SALARY

- A.
1. The salary schedule for the life of this Agreement shall be as it appears in Appendix A.
  2. Prior to the beginning of the 2001-02 school year, but no later than August 1, 2001, the Board and the Federation shall meet to negotiate increases in salaries and all other terms and conditions of monetary compensation. Such negotiations shall not result in any reduction of salaries and all other terms and conditions of monetary compensation for members of the bargaining unit.
  3. Prior to the beginning of the 2002-03 school year, but no later than August 1, 2002, the Board and the Federation shall meet to negotiate increases in salaries and all other terms and conditions of monetary compensation. Such negotiations shall not result in any reduction of salaries and all other terms and conditions of monetary compensation for members of the bargaining unit.
- B. Salary increases bargained by the Federation shall be in addition to any salary increases awarded by the State Legislature.

## ARTICLE 90 INSTRUCTIONAL ASSOCIATES PROGRAM

- A. During the life of this Agreement, the Instructional Associates Program shall employ **five (5)** Instructional Associates. The selection of these individuals shall be as follows:
1. Instructional Associates may remain in the program for a maximum of **five (5)** years.
  2. Individuals selected for the Instructional Associates positions shall be determined by a procedure established by the committee which regulates the Instructional Associates Program. **The Instructional Associates shall participate on the interview/selection committee as vacancies in the program arise.**
  3. Three (3) alternates shall be chosen according to a procedure established by the committee which regulates the Instructional Associates Program. The alternates shall be available to move into Instructional Associate vacancies should they occur.
  4. Each Instructional Associate shall be assigned to work with a maximum of twenty (20) new teachers.
  5. Should any individual selected for any of these positions not remain in the program for the full time allowed under the Agreement, the replacement for that individual shall be selected by a procedure established by the Instructional Associates Program Committee.
  6. Individuals who have previously served as Instructional Associates may reapply for the position, should a vacancy exist, after returning to full-time service as a teacher for the Board for at least **three (3) years**.

- B. It shall be the task of each Instructional Associate to establish a collaborative working relationship with the new teachers assigned to them and be trained in the Educational Research and Dissemination Program (provided such training shall be without additional cost to the Board). Instructional Associates shall be responsible for providing technical and practical assistance in lesson design, curriculum implementation, classroom management and teacher effectiveness; and, in the improvement of instruction through staff development, collaborative planning and modeling/demonstration lessons.
- C. Instructional Associates shall maintain their status as bargaining unit members, and shall be entitled to full contractual rights. Their work year may be extended up to ten (10) additional days for which they shall receive supplemental pay for such additional work time at a per diem rate of pay for each full day. The per diem rate shall be the Instructional Associate's annual salary prescribed in the salary schedule which is part of this Agreement, divided by the number of teacher work days. During the entire work year, Instructional Associates shall also attend appropriate meetings and conferences before and after the normal work day.
- D. The Instructional Associates Program shall be regulated by a committee composed of six (6), three (3) appointed by the **Executive** Director of Personnel, or designee, and three (3) appointed by the Federation President, or designee.
- E. The committee which relates to the Instructional Associates Program shall meet periodically with the Instructional Associates.

## ARTICLE 91 GRANT RECIPIENTS

The Board shall make a reasonable effort to post in each school information concerning grants for which teachers may apply. A copy of such posting shall be made available to the JFT.

## ARTICLE 92 RANKING TEACHERS

- A. The principal shall appoint the ranking teacher and an alternate at the beginning of the school year and notify all teachers at the school of such appointment.
- B. A one-half (1/2) day system-wide inservice shall be conducted at the beginning of each school year for those individuals selected to serve as the ranking teachers. Such inservice shall include an overview of the duties and responsibilities associated with the position of ranking teacher.

## ARTICLE 93 CERTIFICATION COMPENSATION

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

- C. Teachers who obtain additional degrees resulting in pay increases shall be paid retroactively to the date the degree was received, provided one applies within a semester of obtaining such.
- D. A teacher who is required to teach in an area(s) outside his area(s) of certification shall not be assessed a fee for such Temporary Teaching Assignment (TTA).
- E. **Effective with the 2002-2003 school year, teachers who obtain certification from the National Board for Professional Teaching Standards (NBPTS) shall receive an annual stipend of two thousand five hundred dollars (\$2,500.00).**

**ARTICLE 94  
INSERVICE/STAFF DEVELOPMENT**

- A. The two (2) teacher work days immediately preceding the first student attendance day of each school year shall be known as inservice/staff development days.
- B.
  - 1. During these two (2) inservice/staff development days, at least two (2) one-half (1/2) days or one (1) full day shall be scheduled for teachers to organize their classrooms. Meetings shall not be scheduled during this time.
  - 2. When feasible, those teachers who are required to attend the annual inservice training for special education teachers as outlined in Article 53, Section D., shall be given time to organize their classrooms.
- C. Whenever possible, a teacher who is required to attend an inservice and/or staff development workshop shall be given at least five (5) work days advance notification.
- D. Optional teacher inservice/staff development shall be conducted outside the normal teacher work day. The affected teacher(s) shall be paid at a rate not less than that paid to teachers during the 1996 summer school session.
- E. A teacher shall be permitted to prepare his classroom, prior to the first teacher work day of a school year, provided the principal, or designee, is present.

**ARTICLE 95  
BAND DIRECTORS**

- A. The Band Director and the school principal shall meet to seek consensus on whether to accept an invitation to participate in a Mardi Gras parade.
- B. The Band Director shall determine and coordinate all activities of the band with the approval of the principal, or designee.

**ARTICLE 96  
INCLUSION/MAINSTREAMING**

- A. Regular education teachers in inclusion classes shall be inserviced on the exceptionality of the special education students and the methods necessary to modify their teaching techniques and the curriculum.
- B. Regular education teachers **shall be invited to attend** the I.E.P. conferences for the special education students assigned to their classes.

- C. Regular education teachers shall be informed by the special education teacher when **mainstreamed** special education students are assigned to their classes and/or homerooms, provided the special education student has been identified as such to the special education teacher.
- D. **Inclusion services will be provided in accordance with students' I.E.P.s. Should the I.E.P. indicate that support services will be provided in a regular classroom setting, those services may be provided by a special education teacher and/or assistant. A child specific assistant may serve as instructional support personnel for their assigned student in an inclusion setting.**
- E. The regular education teacher has the right to request that the I.E.P. committee be reconvened to address the student's placement and behavior management plan.
- F. **Students will be mainstreamed into regular education classes based on needed services for students. Reasonable efforts will be made to equitably distribute mainstreamed students into regular classes.**

**ARTICLE 97  
PARENT CONFERENCES**

- A. The parties acknowledge the general appropriateness of parent/teacher conferences which do not unduly intercede upon instructional time or other teacher responsibilities or upon the private life of the teacher. Parents/guardians should be discouraged from making unscheduled visits to a school site. Teachers shall not be required to attend a parent conference during their duty free lunch.
- B. The teacher, within his sole discretion and the approval of the principal, or designee, may allow a parent to observe his child's class.

**ARTICLE 98  
ADAPTED PHYSICAL EDUCATION**

- A. Adapted physical education teachers shall be based in the Special Education Department.
- B. The Coordinator of Adapted Physical Education shall make available to each adapted physical education teacher a form as designated in the Adapted Physical Education policy manual on which the teacher may state a request for their school(s) and/or case load(s) for the following school year. Such forms shall be made available prior to the close of the school year.
- C. Adapted physical education teachers shall have the right to request their schools, case loads and/or appraisal personnel positions from those presently assigned or change one or more of their schools. Any schools, case loads and/or appraisal personnel positions not originally requested shall be placed on a list from which adapted physical education teachers may request the balance of their case load by seniority, needs of the school(s) and geographic location. Such selection shall take place at the close of the school year or at the beginning of the next school year, as determined by a majority vote of all adapted physical education teachers.
- D. Vacancies which exist in adapted physical education shall be advertised at the transfer procedure.

- E. Adapted physical education positions which become vacant after the transfer procedure shall be **filled in accordance with Article 18.**
- F. Every effort shall be made to keep adapted physical education teachers in their present school settings.
- G.
  1. The Board acknowledges the desirability of seeking to assign adapted physical education teachers' case loads equitably. The case loads shall be reviewed at the end of each nine weeks with the objective of maximizing the equitable distribution of such loads, where feasible.
  2. Adapted physical education teachers shall have input into the weighting method utilized for assigning case loads. Such weighting method shall be implemented no later than the 1996-97 school year.
- H. When adapted physical education teachers return from sabbatical leave, they shall have the right to return to the same schools they were assigned to before the sabbatical leave, if a need still exists for adapted physical education teachers at such schools and such is otherwise fully compatible with the scheduling of all adapted physical education teachers.
- I. Where feasible, adapted physical education teachers shall be provided with adequate equipment and storage space and an appropriate classroom or large enclosed area in order to provide a safe, structured, secure environment to meet the individual needs of the students.
- J. A committee of adapted physical education teachers who are assigned as appraisal personnel for the purpose of initial evaluation shall develop an equitable case load distribution formula.
- K.
  1. When a long term absence is anticipated or following the tenth (10th) consecutive day of absence by an adapted physical education teacher, the following procedures shall be implemented:
    - a. Whenever possible, certified/licensed personnel will be hired as a substitute and assume all case load duties of the absent teacher.
    - b. If a non-certified substitute can appropriately deliver services, that substitute will deliver instructional services only and other responsibilities (evaluations, I.E.P.s) will be equitably distributed among appropriately certified/licensed personnel.
    - c. If a non-certified substitute cannot fulfill job responsibilities and a certified/licensed substitute cannot be hired, the case load will be equitably distributed among others appropriately certified/licensed personnel.
  2. In the event that a substitute is not hired and the vacancy case load is equitably distributed among several adapted physical education teachers, the following procedures shall be implemented:
    - a. The affected adapted physical education teachers shall have their regularly assigned level of services diminished so that their instructional period and/or day is not increased and be

compensated in accordance with Article 27.

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

**ARTICLE 99  
SECTION 504**

- A. In those circumstances when a teacher is required to serve as Chairperson of the Section 504 Committee, the principal shall make every effort to relieve such teacher of homeroom and/or duties such as bus, recess and lunch supervision or be assigned an extra planning period per week.
- B. Members of the Section 504 Committee shall make every effort to establish their meeting times/dates upon mutual agreement.
- C. A committee composed of an equal number of persons appointed by the Executive Director of Instruction, or designee, and the Federation President, or designee, shall be created to perform an ongoing study to explore the possibilities of reducing the duties, responsibilities and/or paper work associated with Section 504.

**ARTICLE 100  
IN-SCHOOL SUSPENSION PROGRAM**

- A. A telephone shall be provided for the in-school suspension program centers.
- B. In-school suspension teachers shall receive an annual stipend equal to that received during the 1994-95 school year.
- C. The Board shall make every reasonable effort to provide in-school suspension classrooms with appropriate instructional materials, file facility and student work sections.
- D.
  1. The in-school suspension teacher's work day shall not be longer than sixty (60) minutes beyond the normal teacher work day when students are assigned to the ISSP classroom.
  2. When no students are assigned to the ISSP classroom, the in-school suspension teacher shall perform professional duties as assigned by the principal, or designee, and shall follow the normal teacher work day at the assigned school.

**ARTICLE 101  
RECORDING DEVICES**

- A. Except as authorized by law, mechanical/electronic recording devices shall not be used in a teacher's class, unless the teacher, with the knowledge and consent of the appropriate administrator, has granted permission. Such permission shall be non-precedential.
- B. A teacher shall have the right to refuse to conduct a parental conference in the event the parent wishes to record such conference through the use of a mechanical/electronic device.
- C. Mechanical/electronic devices, recording or otherwise, may be used by a principal, or designee, when observing and/or evaluating a teacher's class, when mutually agreed upon at a pre-observation conference.
- D. The principal, or designee, shall not use any recording device in conferences with the teacher unless the teacher has been given the option of using his own recording device. If the teacher requested the latter, the teacher shall be given at least three (3) hours to secure a recording device or provided with an audio recorder.
- E. The teacher may use a mechanical/electronic recording device in his class provided the students are aware that such device is being used or such use is authorized by law.

**ARTICLE 102  
FAMILY MEDICAL LEAVE ACT**

- A. Nothing in this Agreement shall be interpreted to require a teacher to apply for Family Medical Leave Act (FMLA) leave or to preclude a teacher from exercising any right under the FMLA.
- B. As required by law, the Board shall maintain insurance coverages for teachers on FMLA leave on the same terms as if the teacher were in active service.
- C. Nothing in this Agreement shall be interpreted to preclude the adoption of policy by the Board implementing the FMLA provided such policy is not inconsistent with such Act.
- D. Nothing in this Agreement shall be interpreted to incorporate the FMLA into this Agreement or to render any portion thereof subject to the grievance procedure of this Agreement.
- E. Time spent on FMLA leave shall not accrue toward sabbatical leave and shall be treated consistently with Article 73.

**ARTICLE 103  
TITLE I INSTRUCTIONAL FACILITATORS**

- A. A principal shall report all days worked by Title I Instructional Facilitators assigned to an extended work year to facilitate payment for services rendered within ten (10) work days from the last day of the extended employment.
- B. Title I Instructional Facilitators shall attend those system-wide meetings which are scheduled by the Executive Director of Instruction, or designee, and conducted

during the normal teacher work day, provided a one (1) hour block of time shall be scheduled prior to or immediately following such meetings for the purpose of peer collaboration and discussion of self-selected topics.

**ARTICLE 104  
ACADEMIC GAMES SPONSORS**

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

**ARTICLE 105  
MILITARY LEAVE**

In the event the Board adopts a Military Leave policy, the following shall apply:

- A. The Board shall maintain insurance coverage(s) for a teacher on Military Leave on the same terms as if the teacher were in active service, provided the teacher elects continued coverage.
- B. A teacher returning from Military Leave shall have the right to resume all insurance coverages held prior to such leave.

**ARTICLE 106  
ACADEMIC ELIGIBILITY**

- A.
  - 1. Academic Eligibility Coordinators shall receive an annual stipend equal to that received during the 1996-97 school year.
  - 2. Academic Eligibility Coordinators shall receive their annual stipend on a semester basis.
- B.
  - 1. Academic Eligibility Tutors shall be paid at a rate not less than that paid to teachers during the 1996 summer session.
  - 2. Academic Eligibility Tutors shall be paid on a bimonthly basis.

**ARTICLE 107  
SCHOOL NURSES**

- A. It is acknowledged that effective and professional utilization of school nurses frequently requires a facility which will permit quiet, uninterrupted, confidential interchange. To that end principals shall make every reasonable effort to provide appropriate space for school nurses.
- B. School nurses shall have access to telephones in a private area in both schools and regional offices, unless circumstances make such access unreasonable.
- C. Areas which are utilized for the administration of medication shall have a water source.
- D. Records which are maintained by school nurses shall be kept in locked files.
- E. The Board shall make every effort to provide computer and clerical assistance to the nurses performing the duties and responsibilities associated with the KidMed program.

- F. School nurses shall have three (3) hours per week designated for planning/staff development purposes.
- G. Newly employed school nurses shall be included in regional or district-wide orientation meetings for newly employed teachers.
- H. Inservice training shall be conducted at appropriate periodic intervals, but not less than semi-annually, for all newly employed school nurses, as determined by the School Health Services Coordinator.
- I. The Board shall provide Hepatitis B vaccinations for all school nurses. School nurses shall have the option of being vaccinated with the Hepatitis B vaccine or signing a waiver of such right.
- J. The School Health Services Coordinator, or designee, shall be available as time permits as a resource person to all school nurses, including but not limited to general program, specialized, Title I, KidMed, teaching, etc.
- K. **The Board shall establish a RN substitute pool for the purpose of providing and continuing services in the event a school nurse is absent from work.**

**ARTICLE 108  
OPEN HOUSE**

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

**ARTICLE 109  
TEACHER OF THE YEAR**

The selection of the Teacher of the Year for local and state competitions shall be in accordance with state law. Nominations for Teacher of the Year shall be solicited from and final selection shall be made by the faculty of the school.

**ARTICLE 110  
DRIVER'S EDUCATION**

Teachers employed as certified driver's education instructors shall be compensated at a rate not less than the effective **1996 summer school rate of compensation.**

**ARTICLE 111  
EARLY INTERVENTION PROGRAM**

- A. **The Board acknowledges that counselors and social workers in the Early Intervention Program should be accorded appropriate time for staff development, staffing cases and peer consultation.**
- B. **Counselors and social workers in the Early Intervention Program shall be reimbursed for materials, supplies and/or equipment in accordance with Article 79.**
- C. **Counselors and social workers in the Early Intervention Program shall have access to a computer, if feasible, to be utilized exclusively for their program. Such computer shall have access to the Osiris program, if feasible.**

- D. **On inservice/staff development days, counselors and social workers in the Early Intervention Program shall attend workshops that are appropriate to the nature, duties and activities of their program.**
- E. **Continuing Education Credits may be issued at the discretion of the program coordinator upon satisfactory participation in workshops which clearly enhance the professional development of counselors and social workers in the Early Intervention Program.**
- F. **Counselors and social workers in the Early Intervention Program shall not be assigned duty, substitute responsibilities or any other disciplinary duties. Responsibilities immediately prior to standardized testing periods should focus on school-wide activities and individual/small group interventions designed to reduce student test anxiety, promote test-taking skills and encourage perfect student attendance.**
- G. **In the event social workers in the Early Intervention Program are required to complete Medicaid forms for which the Board receives funds, such social workers will meet periodically throughout the school year as designated by the program coordinator for the purpose of compiling the Medicaid forms.**

**APPENDIX A  
CERTIFIED  
JEFFERSON PARISH SCHOOL BOARD  
2000-2001 TEACHER SALARY SCHEDULE**

<u>Yrs. Exp.</u>	<u>Bachelor</u>	<u>Masters</u>	<u>Mast +30</u>	<u>Spec.</u>	<u>PhD/EdD</u>
0	\$24,594	\$24,940	\$25,529	\$25,947	\$26,401
1	25,086	25,746	26,347	26,772	27,232
2	25,717	26,387	27,000	27,431	27,897
3	26,357	27,040	27,664	28,101	28,607
4	27,009	27,704	28,341	28,785	29,337
5	27,675	28,416	29,081	29,532	30,077
6	28,352	29,140	29,836	30,297	30,827
7	29,042	29,881	30,607	31,082	31,590
8	29,740	30,633	31,388	31,858	32,365
9	30,493	31,394	32,179	32,658	33,153
10	31,258	32,169	32,981	33,468	33,950
11	32,538	32,956	33,803	34,290	34,761
12	33,849	34,315	34,630	35,123	35,573
13	35,100	36,307	36,657	37,171	37,639
14	35,250	36,457	36,807	37,321	37,789
15	35,250	36,457	36,807	37,321	37,789
16	35,922	37,167	37,541	38,076	38,554
17	35,922	37,167	37,541	38,076	38,554
18	35,922	37,167	37,541	38,076	38,554
19	36,612	37,900	38,297	38,852	39,341
20	36,812	38,100	38,497	39,052	39,541
21	36,812	38,100	38,497	39,052	39,541
22	37,524	38,852	39,276	39,849	40,353
23	37,524	38,852	39,276	39,849	40,353
24	37,524	38,852	39,276	39,849	40,353
25	38,259	39,629	40,077	40,672	41,189

**Appendix A (continued)  
Jefferson Parish School Board  
2000-2001 School Psychologists  
Salary Schedule**

<u>Yrs. Exp.</u>	<u>Bachelor</u>	<u>Masters</u>	<u>Mast +30</u>	<u>Spec.</u>	<u>PhD/EdD</u>
0	\$26,610	\$27,214	\$27,751	\$28,161	\$28,597
1	27,282	27,904	28,443	28,844	29,280
2	27,897	28,521	29,040	29,438	29,890
3	28,521	29,126	29,641	30,039	30,576
4	29,126	29,728	30,239	30,666	31,260
5	29,728	30,402	30,929	31,371	31,948
6	30,345	31,076	31,645	32,200	32,645
7	30,960	31,768	32,372	32,843	33,340
8	31,585	32,462	33,097	33,544	34,035
9	32,281	33,157	33,821	34,269	34,729
10	32,974	33,852	34,547	34,993	35,409
11	34,307	34,547	35,259	35,717	36,102
12	35,470	35,938	35,982	36,428	36,754
13	36,998	37,776	37,851	38,315	38,664
14	37,148	37,926	38,001	38,465	38,814
15	37,148	37,926	38,001	38,465	38,814
16	38,043	38,873	38,980	39,471	39,833
17	38,043	38,873	38,980	39,471	39,833
18	38,043	38,873	38,980	39,471	39,833
19	38,965	39,849	39,987	40,504	40,884
20	39,165	40,049	40,187	40,704	41,084
21	39,165	40,049	40,187	40,704	41,084
22	40,115	41,052	41,226	41,767	42,164
23	40,115	41,052	41,226	41,767	42,164
24	40,115	41,052	41,226	41,767	42,164
25	41,093	42,088	42,296	42,866	43,279

- A. Currently employed nurses shall be placed on the bachelor's lane of the teacher salary schedule at the step which is nearest to, but above, their previous salary. Newly employed nurses shall be placed on the bachelor's lane of the teacher salary schedule.
- B. In the second year of this Agreement, three hundred dollars (\$300.00) shall be added to the salary schedule in effect during the 2000-2001 school year.
- C. In the third year of this Agreement, three hundred dollars (\$300.00) shall be added to the salary schedule in effect during the 2001-2002 school year.

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

- A. The following salary schedule shall be in effect during the life of this Agreement:
- |   |          |
|---|----------|
| Activity Coordinator/Student Council (High Schools) ..... | \$950.00 |
| Academic Games (Math, English and Social Studies) .....   | \$320.00 |
- B. During the life of this Agreement, a committee made up of an equal number of persons to be appointed by the Superintendent, or designee, and the Federation President, or designee, shall be created to study and/or develop recommendations concerning the payment of stipends to after school extra-curricular sponsors. The recommendations of this committee shall be submitted to the Superintendent and the Federation President to determine if such shall be implemented.

**APPENDIX C  
JEFFERSON PARISH SCHOOL BOARD  
COACHES**

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

Yrs.	A	B	C	D	E	F
0	\$3,794	\$2,233	\$1,673	\$1,116	\$ 892	\$ 557
1	4,016	2,455	1,786	1,227	1,004	670
2	4,239	2,678	1,897	1,340	1,116	782
3	4,463	2,901	2,008	1,451	1,227	892
4	4,688	3,124	2,120	1,561	1,340	1,004
5	4,908	3,346	2,233	1,673	1,451	1,116

**APPENDIX C (continued)  
JEFFERSON PARISH SCHOOL BOARD  
COACHES**

**HIGH SCHOOL**

Baseball, Assistant .....	C
Baseball, Head .....	B
Basketball, Assistant .....	C
Basketball, Head .....	B
Basketball, J.V. ....	C
Bowling* .....	F
Cheerleader .....	C
Conditioning Assistant .....	B
Cross Country .....	F
Dance .....	C
Flag .....	C
Football, Assistant .....	B
Football, Head .....	A
Football, J.V. ....	B
Golf* .....	F
Gymnastics* .....	E
Indoor Track .....	F
Softball, Head .....	B
Softball, J.V. ....	C
Soccer .....	B
Swimming* .....	E
Tennis* .....	E
Track, Assistant .....	C
Track, Head .....	B
Track, J.V. ....	C
Trainer (certified) .....	\$400/year + B
Volleyball, Head .....	B
Volleyball, J.V. ....	C
Wrestling, Assistant .....	C
Wrestling, Head .....	B
Special Olympics .....	E

**MIDDLE/JUNIOR HIGH SCHOOL**

After School P.E. ....	E
Baseball .....	D
Basketball .....	D
Football, Assistant .....	D
Football, Head .....	C
Softball .....	D
Tennis* .....	F
Track .....	D
Volleyball .....	D
Wrestling .....	D
Special Olympics .....	E

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

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

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

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

**HIGH SCHOOL DIRECTORS**

Yrs. experience

0	\$2,233
1	2,455
2	2,678
3	2,901
4	3,124
5	3,346

**MIDDLE/JUNIOR HIGH SCHOOL DIRECTORS**

Yrs. experience

0	\$ 892
1	1,116
2	1,338
3	1,561
4	1,785
5	2,008

**APPENDIX E  
JEFFERSON PARISH SCHOOL BOARD  
JEFFERSON PARISH EXPERIENTIAL PAY**

A teacher with thirteen or more years of verified experience with the Jefferson Parish Public School System shall receive an annual incentive amount to be calculated as follows:

$$\text{Number of Years} \times 9 \text{ months} \times 1.31657$$

Such incentive amount shall be prorated according to the teacher's pay distribution.

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

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

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

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

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

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

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

Signed in Harvey, Louisiana, on the first day of November, 2000, by the undersigned duly authorized representatives.

**JEFFERSON FEDERATION  
OF TEACHERS LOCAL 1559  
AFT, LFT, AFL-CIO  
2540 Severn Avenue, Suite 301  
Metairie, LA 70002-5941  
(504) 454-5047**

**JEFFERSON PARISH  
SCHOOL BOARD  
501 Manhattan Boulevard  
Harvey, LA 70058-4495  
(504) 349-7600**

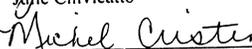
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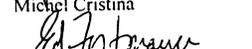
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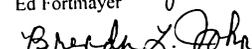
  
Joe A. Potts, Jr., President

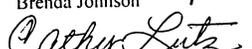
  
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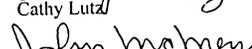
  
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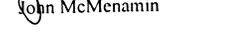
  
Michel Cristina

  
Ed Fortmayer

  
Brenda Johnson

  
Cathy Lutz

  
John McMenamin

  
Meladic Munch

  
Larry Segura

  
Martin Marino, Board President

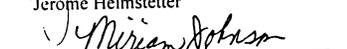
  
Ronald P. Ceruti

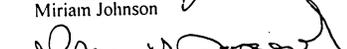
  
Gary Barras

  
Druc Dumas

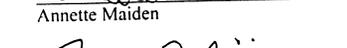
  
James Harney

  
Jerome Helmstetter

  
Miriam Johnson

  
Isaac Joseph

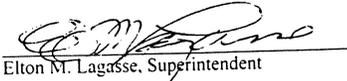
  
Annette Maiden

  
Arthur Majorie

  
Patricia Mendoza

  
Joseph Mascona

  
Richard Palmer

  
Elton M. Lagasse, Superintendent

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# AGREEMENT BETWEEN THE JEFFERSON FEDERATION OF TEACHERS AND THE JEFFERSON PARISH SCHOOL BOARD

*July 1, 2003 – June 30, 2004*

## **Article 3 – Duration**

The Agreement expires on June 30, 2004.

## **Article 8 – Definitions**

Teachers who meet the retirement requirements of La. R.S. 11:710 and continue employment with the school system will not have their continuous service record broken for the purposes of seniority.

The definition of elementary schools shall include Pre-K.

The "voluntary transfer period" is the time during which the interview process for the teacher transfer process occurs for the purpose of effectuating the Teacher Transfer Procedure.

## **Article 18 – Transfers**

Teachers who are placed on an intensive assistance plan or who receive a "Needs Improvement" on their summative evaluation are not eligible for transfers.

Teachers submit their requests for voluntary transfers at the interview process. Appointment letters for the transfer procedure will be mailed to teachers no later than ten (10) workdays following the interview process. Teachers who want a voluntary transfer and fail to attend the interview process will

not be eligible for a voluntary transfer.

A teacher who is appointed after the transfer procedure and/or selected through the advertised/interview procedure to fill a vacant hospital/homebound position will be deemed permanent if the teacher is fully certified and will be considered a voluntary transfer.

A Federation representative will select a position, at the conclusion of the transfer procedure, for a teacher who has been identified to attend the transfer procedure as an involuntary transfer but was unable to select a position.

Non-appearance for an interview by a newly employed teacher identified to be involuntarily transferred shall be deemed as a resignation from the school system.

The Board will provide the Federation with a copy of each transfer request received at the conclusion of the interview process.

In regard to teachers assigned as Substance Abuse Prevention Specialists in the Safe and Drug Free Schools Program, for the purposes of effectuating involuntary transfers, certification shall include being a Louisiana Board Certified

Prevention Specialist.

Teachers may revoke their requests to return to a school from which they were involuntarily transferred between April 1 and April 30.

At the conclusion of the interview process, interviews will be scheduled for all certified teacher applicants seeking employment for the coming school year.

## **Article 35 – Summer School**

The application period for summer school is between February 18 and March 11.

## **Article 55 – Coaches**

During an itinerant coach's sport season(s), including one (1) week at the conclusion of their respective regular and/or post season, a coach will be dismissed from the elementary school at two o'clock. When the coach's sport is not in season, the coach remains at the elementary school until the dismissal time of the assigned secondary base school. The coach is not required to return to the secondary base school at the end of their workday.

When the itinerant coach teacher

(Continued on Back Page)

**APPENDIX A  
 CERTIFIED  
 JEFFERSON PARISH SCHOOL BOARD  
 2003-2004 TEACHER SALARY SCHEDULE**

<b>Yrs. Ex.</b>	<b>Bachelor</b>	<b>Masters</b>	<b>Mast +30</b>	<b>Spec.</b>	<b>PhD/EDD</b>
0	\$28,134	\$28,480	\$29,069	\$29,487	\$29,941
1	28,626	29,286	29,887	30,312	30,772
2	29,257	29,927	30,540	30,971	31,437
3	29,897	30,580	31,204	31,641	32,147
4	30,549	31,244	31,881	32,325	32,877
5	31,215	31,956	32,621	33,072	33,617
6	31,892	32,680	33,376	33,837	34,367
7	32,582	33,421	34,147	34,622	35,130
8	33,280	34,173	34,928	35,398	35,905
9	34,033	34,934	35,719	36,198	36,693
10	34,798	35,709	36,521	37,008	37,490
11	36,078	36,496	37,343	37,830	38,301
12	37,389	37,855	38,170	38,663	39,113
13	38,640	39,847	40,197	40,711	41,179
14	38,790	39,997	40,347	40,861	41,329
15	38,790	39,997	40,347	40,861	41,329
16	38,790	39,997	40,347	40,861	41,329
17	39,462	40,707	41,081	41,616	42,094
18	39,462	40,707	41,081	41,616	42,094
19	40,152	41,440	41,837	42,392	42,881
20	40,352	41,640	42,037	42,592	43,081
21	40,352	41,640	42,037	42,592	43,081
22	41,064	42,392	42,816	43,389	43,893
23	41,064	42,392	42,816	43,389	43,893
24	41,064	42,392	42,816	43,389	43,893
25	41,799	43,169	43,617	44,212	44,729

**Effective September 15, 2003**



# ATTENTION CERTIFIED ELEMENTARY TEACHERS



## You can earn up to \$6,000 per year for 3 years

St. Ville Elementary School will begin a new three (3) year pilot program beginning with the 2003-04 school year.

To apply you will need to do the following:

1. You must be a Louisiana fully certified teacher.
2. Attend the Teacher Transfer Interview Process at the Alario Center on June 9, 2003 (Alpha A-K) and June 10, 2003 (Alpha L-Z). Interviews will take place between the hours of 9:00 a.m. - 12:00 noon and 1:00 p.m. - 5:00 p.m.
3. Interview with the Principal and Instruction Department Representatives at the St. Ville booth.
4. Attend the Teacher Transfer Selection Process at the Administration Building. You will be notified in writing as to the date and time of your appointment for the Selection Process. You must be found acceptable in order to select a position at St. Ville.
5. You must commit to the program for three (3) years.

The purpose of this pilot program is to enhance student achievement for at-risk students. Once you are selected for the program, you will automatically receive a \$4,000 annual stipend for being a fully certified teacher at the school and earn an additional \$2,000 annually for attending one (1) hour tutoring sessions, staff development, department meetings and grade level planning for one hundred (100) days. It is an expectation that all teachers selected for the program shall attend and participate in the one hundred (100) additional hours. Since the \$6,000 will be added to your annual salary, it will be included in your regular paychecks.

**JEFFERSON PARISH SCHOOL BOARD  
2003-2004 SCHOOL PSYCHOLOGISTS  
SALARY SCHEDULE**

<b>Yrs. Ex.</b>	<b>Bachelor</b>	<b>Masters</b>	<b>Mast +30</b>	<b>Spec.</b>	<b>PhD/EDD</b>
0	\$30,150	\$30,754	31,291	\$31,701	\$32,137
1	30,822	31,444	31,983	32,384	32,820
2	31,437	32,061	32,580	32,978	33,430
3	32,061	32,666	33,181	33,579	34,116
4	32,666	33,268	33,779	34,206	34,800
5	33,268	33,942	34,469	34,911	35,488
6	33,885	34,616	35,185	35,740	36,185
7	34,500	35,308	35,912	36,383	36,880
8	35,125	36,002	36,637	37,084	37,575
9	35,821	36,697	37,361	37,809	38,269
10	36,514	37,392	38,087	38,533	38,949
11	37,847	38,087	38,799	39,257	39,642
12	39,010	39,478	39,522	39,968	40,294
13	40,538	41,316	41,391	41,855	42,204
14	40,688	41,466	41,541	42,005	42,354
15	40,688	41,466	41,541	42,005	42,354
16	41,583	42,413	42,520	43,011	43,373
17	41,583	42,413	42,520	43,011	43,373
18	41,583	42,413	42,520	43,011	43,373
19	42,505	43,389	43,527	44,044	44,424
20	42,705	43,589	43,727	44,244	44,624
21	42,705	43,589	43,727	44,244	44,624
22	43,655	44,592	44,766	45,307	45,704
23	43,655	44,592	44,766	45,307	45,704
24	43,655	44,592	44,766	45,307	45,704
25	44,633	45,628	45,836	46,406	46,819

**Effective September 15, 2003**

is absent, he notifies both the secondary base school and the elementary school. The itinerant coach submits his request for professional leave to the principal of the secondary base school and informs the elementary school.

The Director of Athletics will provide the elementary school principals with the Louisiana High School Athletic Association's calendar of approved dates for high school sports seasons.

### **Article 81 – Hospitalization**

The Board will contribute either 90% of the employee only monthly premium rate or \$562.20 annually toward the cost of health care coverage provided by the Board. The order in which the contributions will be applied toward the health insurance premiums: (1) state contributions, (2) Board contributions and (3) employee contributions.

The existing benefits in the current hospitalization program offered by the State shall not be reduced by Board action during the life of this Agreement.

### **Article 82 – JFT Health and Welfare Fund**

The Board and the Federation agree to the establishment and maintenance of a Cafeteria Plan covering all bargaining unit members. The Trustees may allocate to the Cafeteria Plan from the Board's annual contribution such reasonable amounts to assist in payment of the Cafeteria Plan's necessary administrative cost; necessary legal, audit, consulting or other professional expenses; or

participant benefits. The Trustees shall establish a plan design and benefit structure for the Cafeteria Plan allowing participants to elect to allocate designated compensation amounts for Medical Reimbursement Accounts and/or Dependent Care Reimbursement Accounts.

### **Article 88 – Pay Checks**

Direct deposit of teachers' paychecks will continue during the summer months. Teachers who do not have direct deposit and request the remainder of their escrow salary, after all applicable deductions have been made, shall receive their escrow salary only if such request is based on a qualifying life event (i.e. marriage, divorce, death of a family member in accordance with Article 68, birth or adoption of a child, surgery or serious illness) as verified and approved by the Executive Director of Personnel.

### **Article 89 – Salary**

The Board agrees to conduct at least one (1) revenue raising proposal to allow the citizens of Jefferson Parish to vote on an additional tax increase for the Jefferson Parish Public School System prior to June 30, 2004. The revenue raising proposal will include a stand-alone proposal, separate on the ballot from any other proposal(s) the Board may place on the ballot, to fund a substantial salary increase for teachers, including retirement costs and certain insurance costs.

### **Article 108 – Open House**

Teachers will not be required to

attend the additional Open House at the senior high schools.

### **Article 112 – Westbank Alternative School**

All teachers assigned to the Westbank Alternative School will be trained in Moral Reconciliation Therapy. Teachers assigned to the Westbank Alternative School and have been trained in Moral Reconciliation Therapy will be deemed a permanent member of the faculty. This does not preclude teachers assigned to the Westbank Alternative School from attending the Teacher Transfer Procedure.

### **Appendix A – Salary Schedules**

A \$700 supplemental check will be issued to all members of the bargaining unit prior to May 31, 2003. This \$700 will be added to the salary schedules for the 2003-04 school year.

### **Appendix C – Coaches**

Prior approval of the Athletic Director must be obtained by a school-sanctioned team to participate in post season activities in order for the coach(es) of such team to receive compensation. Such request shall be made by the principal after consultation with the head coach of the affected team.

