

## Article 1

### Recognition and Definitions

#### 1. REPRESENTATION

1.1 The St. John the Baptist Parish School Board, St. John the Baptist Parish, Louisiana, (hereinafter referred to as the “Employer” or the “Board”) recognizes the St. John Association of Educators, LAE-NEA (hereinafter referred to as the “Association” or the “SJAE”) as the sole and exclusive bargaining representative for all matters affecting the wages, hours, and conditions of employment including fair and equitable treatment for all non-administrative certified and non-certified Employees (hereinafter referred to as the “employee” or “Bargaining Unit Member”).

1.2. Certified Employees shall include, but not be limited to: all classroom teachers, including kindergarten, elementary, special education, secondary, Title I, Headstart, vocational education, adult education, early childhood/development, Early Interventionists, adaptive PE teacher, homebound; counselors; librarians; speech therapist; music directors; all coaches; ROTC Officers; nurses; pupil appraisal – including but not limited to school psychologists, social workers, educational diagnosticians, speech therapy assistants, speech/language diagnosticians; curriculum coordinators, area specialists, and site facilitators. If during the life of this agreement, a job title not listed in article 1.2 arises, the Board and Association shall meet to discuss their inclusion in the bargaining unit.

1.3 Non-certified Employees shall include, but not be limited to: clerical employees – including school secretaries/clerks; bus drivers; assistant janitors and assistant custodians; all maintenance employees – including plumbers, electricians, mechanics, air conditioning/heating technicians and helpers, grass cutters, drayage, stadium upkeep/groundsman, general maintenance; school lunch employees – including technicians; all aides – including teachers’ aides, curriculum aides, special education paraprofessionals/aides, bus attendants, reading aides, computer aides/technicians, Headstart aides, early childhood development aides; truant officer. If during the life of this agreement, a job title not listed in article 1.3 arises, the Board and Association shall meet to discuss their inclusion in the bargaining unit.

1.4 If during the life of this Agreement, the Board should create a new position with job responsibilities not similar to those employment classifications included in the Bargaining Unit described herein, the Board and the Association shall meet to discuss their inclusion in the Bargaining Unit.

1.5 If a position in the Bargaining Unit is reclassified and such re-titled position requires job responsibilities similar to those employment classifications included in the Bargaining Unit described herein, such employment classification shall be part of the Bargaining Unit.

1.6 In the event there is a position title change of any job class maintaining job responsibilities in the Bargaining Unit, said position shall remain part of the Bargaining Unit.

## **1.7 DEFINITIONS**

A. Employee – The term “Employee” or “Bargaining Unit Member” may include an Employee or a group of Employees who are similarly affected by this Agreement.

1. The term Employee or Bargaining Unit Member when used hereinafter in this Agreement shall refer to all Employees represented by the Association.

B. Full-time: An employee who is employed in a job classification for at least fifty percent (50%) or more of the normal day/week for that job classification.

C. Non-certified Substitute/Temporary:

1. An employee who is hired to take the place of an Employee who is on approved leave of absence or is placed in a vacant position.

2. It is expressly understood that a substitute/temporary shall in no case fill a Bargaining Unit position for a period in excess of ninety (90) days, unless the substitute/temporary is replacing an employee who is currently on approved leave.

3. Existing Bargaining Unit positions which become vacant positions that are being filled by a substitute/temporary shall be posted as a permanent position by the forty-sixth (46<sup>th</sup>) day and filled in accordance with Article 25.1 #2 by a permanent employee or else eliminated.

4. Newly created Bargaining Unit positions being filled by a substitute/temporary shall be posted as a permanent position by the 91<sup>st</sup> day and advertised in accordance with Article 25.1 #2 or else eliminated.

D. Practitioner Licensed Teacher – Bargaining unit members hired pursuant to Board of Elementary and Secondary Education Licensing Guidelines.

E. Bargaining Unit School Year Member – Bargaining Unit Members employed to work at least one hundred eighty-two (182) days for certified employees and at least one hundred eighty (180) days for non-certified employees whose employment follows the school calendar.

F. Full-Year Bargaining Unit Members – Bargaining unit members employed to work on an eleven or twelve month basis.

G. Days – The term “days” when used in this Agreement shall, except where otherwise indicated, mean working days.

H. Superintendent – The title superintendent shall indicate the Superintendent of Schools or his/her designee.

I. Employer – The terms Employer, Board, or Board of Education shall indicate the Board of Education.

J. Association – The terms Association or SJAE shall indicate the sole and exclusive bargaining representative.

K. Teacher – A person who holds a teaching certificate issued by the State Department of Education and performs teaching duties in the classroom.

L. Ancillary Personnel – Certified personnel who are not required to hold a regular teaching certificate, and are authorized to perform those services specifically stated on the ancillary certificate.

M. Temporary Authority to Teach (TAT) – A person on a temporary teaching assignment who holds a temporary teaching certificate (valid for one year only).

N. Grievance – Any claim by the Association, or Bargaining Unit Member, or group of Bargaining Unit Members that there has been an alleged violation, or misapplication of the terms of this agreement, or an alleged violation of the employee’s right to due process.

O. Discipline (Employee) – The imposition of a sanction which results in a demonstrable loss or damage, such as discharge, demotion, suspension, or oral/written reprimand, to a member of the Bargaining Unit.

## **ARTICLE 2**

### **FRAMEWORK FOR COLLECTIVE BARGAINING**

#### **2.1 NEGOTIATIONS PROCEDURES**

- A. Negotiations shall take place in private.
- B. Neither party shall cause to be known or disclose publicly the substance of any proposal or counterproposal made during these negotiations. Each party shall be responsible in its press relations.
- C. There shall be no electronic recording equipment or listening devices used during negotiations.
- D. All proposals and counterproposals shall be in writing and in the form tenured for inclusion in the contract if agreed upon.
- E. Each section of the proposed contract agreed to by both negotiating teams shall be reduced to writing and the agreed upon language shall be initialed by the spokesperson for the Employees and the spokesperson for the Board. The signing of items by the spokespersons shall signify tentative agreement by both parties. Arguments on any items and/or discussions related to the negotiations which have not been initialed have no validity.
- F. Items withdrawn shall be initialed by both parties and shall remain invalid.
- G. Any issue raised through the initial proposal presentation or subsequent counterproposals by either party shall be a subject of discussion during bargaining.
- H. Negotiations shall be mutually scheduled. When negotiations are conducted during regular work hours, released time shall be provided for the Association's Negotiating Team Member.
- I. The parties shall commence bargaining for a successor agreement no later than four (4) full months prior to the month in which the contract expires and until an impasse is declared by either the Association or the Board.

#### **2.2 IMPASSE RESOLUTION**

##### **A. MEDIATION**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement determines that the assistance of a mediator would be helpful or that an impasse exists.

If the parties have not reached an agreement within fifteen (15) days of the first mediation session, the parties will request that the Federal Mediation and Conciliation service (FMCS) appoint an arbitrator who will conduct an open hearing at which time each party shall present such evidence and witnesses as it deems necessary to support the final position they have taken on each outstanding provision of the proposed agreement. No post hearing briefs will be allowed.

The parties may continue to bargain throughout the process until final decision is rendered. The arbitrator's settlement as amended shall become binding and be made public ten (10) calendar days after receipt by the parties. After receipt of the award, the parties may continue to negotiate a mutually acceptable agreement until such time as the arbitrator's award is made public. Any mutually agreed to provisions shall be substituted in the final arbitrator's award.

The SJAE and the Board, both, agree to take no action (e.g. strike or lockout) against the other party between the first mediation session and the rendering of the arbitrator's final decision.

Costs involved in the process cited above will be shared equally by the Board and the Association.

## **ARTICLE 3**

### **GRIEVANCE PROCEDURE**

#### **3.1 DEFINITIONS**

##### **A. GRIEVANCE**

Any claim by the Association or Bargaining Unit Member or group of Bargaining Unit members, that there has been an alleged violation, misrepresentation, or misapplication of the terms of this agreement, or an alleged violation of the employees' right to due process.

B. All time limits consist of calendar days.

#### **3.2 PROCEDURES**

The parties acknowledge that an employee and the employer may resolve problems through free and informal communications. However, any member(s) of the Bargaining Unit or the Association shall have the right to have his/her and/or its grievance presented as specified herein. Any employee directly affected shall first take up the matter with his/her principal or appropriate supervisor in an attempt to resolve the matter informally.

##### **A. Step I.**

The grievant shall present the grievance in writing on the appropriate form (Appendix B) to the immediately involved principal/supervisor within twenty (20) days of the date of the occurrence of the events or when the grievant should have reasonably been aware of the events giving rise thereto. The principal/supervisor will arrange for a meeting to take place within ten (10) days after the receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within four (4) days of the meeting, the grievant and the Association shall be provided with the principal's/supervisor's written response, including the reasons for the decision.

##### **B. STEP II**

If the grievance is not resolved at Step I, then the grievant and/or the Association may refer the grievance to the Superintendent or the Superintendent's official designee within fifteen (15) days after receipt of the Step I answer. The appeal of the Step I decision must be made in writing stating the grievance and the relief sought exactly as submitted in Step I. The Superintendent/designee shall arrange, with the Association representative and grievant for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the grievant and Association

shall be provided with the Superintendent's/designee's written response, including the reasons for the decision.

### **C. STEP III**

If the grievance is not resolved to the satisfaction of the grievant and/or the Association at Step II, then the grievant and/or the Association may refer the grievance to the Board within ten (10) days after receipt of the Step II decision. The grievance appeal, including the relief sought, shall be submitted in writing on the appropriate form exactly as submitted in Step II. Upon receipt of the written appeal, the Board shall hear the grievance within fifteen (15) days of the Board's receipt of the appeal. Within ten (10) days of the meeting, the Association and the grievant shall be provided with the Board's written disposition of the grievance either affirming or denying same and the reason for the decision. Should the employee refuse representation by the Association, the Association shall have the opportunity to be present at the hearing and present its views on the issue at hand.

### **D. STEP IV**

If the grievance is not resolved at Step III, the Association may submit the grievance to final and binding arbitration. The Association shall notify the Board in writing of its intent to appeal to arbitration within fifteen (15) work days subsequent to the date of receipt of the Step III decision. The appeal shall set forth the grievance and the relief sought exactly as submitted in Step III. In the event the Board has asserted that the dispute contained in the request for the arbitration is not arbitrable, the question or arbitrariness shall be determined by the arbitrator to whom the grievance is assigned. The Board and the Association shall endeavor to mutually agree upon an arbitrator. If the parties cannot agree on an arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator and the judgment thereon may be entered in any court of competent jurisdiction. The decision of the arbitrator as set forth shall be restricted to a determination of whether or not there has been a violation of the agreement as alleged in the grievance. The arbitrator shall limit him/herself to the issues submitted to him/her and shall have no authority to add to, subtract from, or alter in any way any provision of this Agreement.

### **3.3 BYPASS**

By mutual agreement, one or more steps of the grievance procedure may be waived.

### **3.4 CLASS GRIEVANCE**

If in the judgment of the Association, a grievance affects a group or class of members of the unit, the Association may submit the grievance in writing directly to the Superintendent and the process of such grievance shall be filed directly with the superintendent or his/her designee.

### **3.5 NO REPRISALS CLAUSE**

No reprisals shall be taken by the Employer or the Association against any employee because of the employee's participation or refusal to participate in a grievance.

### **3.6 RELEASED TIME**

Should a grievance hearing be scheduled during work time, the participating employee(s) and Representative(s) shall be released from their regular assignments without loss of pay or benefits. The conduct of grievances shall not interrupt or interfere with any part of the work or instructional programs of the school department.

### **3.7 FILING OF MATERIALS**

All records related to a grievance shall be filed separately from the personnel files of the employees.

### **3.8 GRIEVANCE WITHDRAWAL**

A grievance may be withdrawn at any level without establishing precedent. Failure to file or appeal grievances within the specified time limit will constitute a grievance null and void.

### **3.9 NO WRITTEN RESPONSE**

Failure of a Board representative to give his/her answer within the time limits provided at any step of the grievance procedure will automatically advance the grievance to the next step of this procedure.

### **3.10 WORK CONTINUANCE**

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined unless such continuance would endanger the employee's health or safety or to be in violation of the law.

### **3.11 COSTS**

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

### **3.12 COURT REPORTER**

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter.

### **3.13 POSTPONEMENT**

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

### **3.14 SETTLEMENT**

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

## **ARTICLE 4**

### **EMPLOYEE RIGHTS**

#### **4.1 RIGHT TO ORGANIZE AND PARTICIPATE**

An employee may exercise his/her constitutional rights concerning organizing, joining, and assisting the Association. They may participate through Association representatives of their own choosing in negotiations with the Employer.

#### **4.2 STATE AND FEDERAL RIGHTS**

Nothing contained within this Agreement shall be construed to deny or restrict any Employee rights the Employee may have under any state or federal law.

#### **4.3 RIGHTS OF CITIZENSHIP**

The Employee shall be entitled to full rights of citizenship which includes religious and political freedom. The private and personal life, within the limits of the law, of any Bargaining Unit Member is not within the appropriate attention of the Employer.

#### **4.4 NON-DISCRIMINATION**

Neither the Board nor the Association shall discriminate against any Employee on the basis of race, creed, religion, color, marital status, sex, national origin, physical characteristics or handicapping conditions, nor for the lawful exercise of constitutional rights.

#### **4.5 RULES AND REGULATIONS**

All policies, regulations, and rules of the Board will be published and available to the Employees. Each principal/supervisor shall provide to each employee a handbook of school rules, regulations, and procedures. Changes should be communicated to employees as soon as possible. No Employee shall be held accountable for failure to implement a changed policy, unless reasonable notice of the change has been given.

#### **4.6. EMPLOYEE NOTIFICATION OF ASSIGNMENTS**

Written notice of each Employee's assigned schedule/grade for the succeeding year shall be placed in each employee's mailbox no later than May 15, of the school year. In the event of unforeseen circumstances and changes in such assignments are necessary, the Employee affected shall be notified promptly and consulted as soon as possible.

#### **4.7. TYPING AND DUPLICATING FACILITIES**

At each school site a minimum of one (1) typewriter and one (1) duplicating machine shall be available to aid Employees in the proper execution of their assigned duties.

#### **4.8 TEACHER RIGHTS AND RESPONSIBILITIES**

A. A teacher shall have easy access to all locally used state adopted textbooks in each of the courses s/he teaches. A teacher shall be provided with a copy of the textbook, teacher's guide, and activity manual used in each of the classes s/he teaches. Reasonable precautions shall be taken to secure these items. These items shall be returned to the principal at the end of the school year. Such items lost due to teacher negligence shall be replaced by the teacher.

B. Each teacher shall assume such authority for the control of students assigned to him/her by the administrator, and shall keep order in the classroom and in other places in which s/he is assigned to be in charge of students.

1. Within the first ten (10) days of each school year, each teacher shall be provided with a copy of the St. John Code of Student Conduct, outlining procedures for student discipline.

C. Teachers shall not release students to non-school personnel including parents, without authorization from the administrator.

D. A teacher shall report to the administrator any student s/he believes had a contagious or infectious disease or head lice. Students with head lice, pink eye, or impetigo shall not be returned to class until they no longer present a health threat. Teachers shall not be required to check for the existence of head lice.

E. The board shall provide, without cost to the teacher, safety devices needed for safety purposes to carry out their duties.

F. No teacher shall be required to find a substitute for approved absence.

#### **4.9 EDUCATIONAL SUPPORT PERSONNEL RIGHTS AND RESPONSIBILITIES**

A. Employee shall have access at their worksites to officially adopt school board policies and work rule which include their particular worksite and/or department.

B. An employee shall be permitted to use necessary any reasonable force to quell a disturbance, to protect himself or others from personal injury, to restrain a disruptive student or to protect personal property and district property.

C. An employee shall not be required to find a substitute for his/her approved absence.

## **ARTICLE 5**

### **ASSOCIATION RIGHTS**

#### **5.1 BOARD APPEARANCES**

The Association shall have the right to speak at any public Board meeting on any issue which is scheduled for Board consideration. The Board shall place on the agenda of each regular Board meeting any matter(s) brought to its attention for its consideration by the Association so long as these matters are made known in writing to the Superintendent four (4) working days prior to the regular meeting. This request shall include the topic of presentation.

#### **5.2 BOARD MEETINGS – NOTIFICATION**

The President of the Association shall be given written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose to the public and/or press of such meeting. The Association President shall receive the information at the same scheduled time that the Board members receive theirs.

#### **5.3 BOARD OF EDUCATION AGENDAS MAILED TO WORK LOCATIONS**

A copy of the Board's agenda will be delivered to each work location on the same schedules as cited above. The principal/supervisor shall provide the agenda(s) to the local Association Representative.

#### **5.4 BOARD MINUTES – ASSOCIATION COPY**

The Association shall be provided with a copy of the official minutes of each Board meeting as soon as they are prepared. The minutes shall be mailed or placed in the mailbox of the President of the Association.

#### **5.5 PERTINENT INFORMATION – BOARD**

Upon reasonable request, the Association shall furnish the Superintendent with a list of the current officers and local Association Representatives and shall notify the Superintendent in writing of any changes in the list at the time of election or appointment of any new officers or local Association Representatives.

#### **5.6 PERTINENT INFORMATION – ASSOCIATION**

Upon reasonable request, the Board shall provide the Association with records and data necessary for it to adequately provide representation in collective negotiations or in processing a specific grievance. Such records and data will not include working papers

or internal administrative communications. Authorization for release of personnel information by an employee shall be made in writing. The Board shall provide a copy of the posting of all vacancies to the Association. The Board shall also provide copies of financial reports and audits; a computer disk of all personnel, if available, listing names, addresses, telephone numbers, seniority and experience credit on all Bargaining Unit members; compensation paid thereto; and all other public information which the Association requests of the Board. The Association agrees to pay the usual and customary fee for said disk. Upon request, the Board agrees to provide the Association updated information as cited above, of all newly hired Employees.

### **5.7. ASSOCIATION ANNOUNCEMENTS**

Announcements of Association business may be placed on Association bulletin boards and published in school bulletins, provided such announcements have no impact on the student body and a copy of all such announcements are given to the building administrator no later than the time it is posted.

### **5.8 ASSOCIATION VIEWS – STUDENTS’ PRESENCE**

The Association’s views on matters relating to supervisor-employee relationships shall not be discussed in the presence of students.

### **5.9 ASSOCIATION LEAVE**

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the parish for the cost of the substitute which includes Medicare and Social Security Taxes. Fifteen (15) aggregate days in any school term may be used for such purposes. Written notice for leave will be submitted to the Superintendent at least five (5) days prior to the requested date of absence. Every effort will be made to limit no more than one Association member per site. Additional days in any school term, and/or additional members may be granted Association Leave.

### **5.10 PRINTING OF CONTRACT, COSTS AND DISTRIBUTION**

No later than five (5) days after ratification of the Agreement by the Association, the Association shall provide the Board with a copy of the Agreement for their approval. Within thirty (30) days after the Board’s ratification of the contract, the Agreement shall be printed by the Association. The cost of printing and distributing the document shall be borne equally by the Employer and Association. The Association will be responsible for presenting a copy of the Agreement to each Bargaining Unit Member currently employed at the time the Agreement becomes available. Unit members subsequently employed by the Board shall be provided a copy of the Agreement at the time of hire. In addition, the Employer and the Association shall receive two hundred (200) copies of the agreement.

### **5.11 UNIFORM APPLICATION**

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

### **5.12 ASSOCIATION RIGHTS – EXCLUSIVE**

The rights granted to the Association in this Agreement shall not be granted or extended to any competing employee organization during the duration of this Agreement. However, no later than ninety (90) calendar days prior to the termination of this Agreement any group of individuals or any organization representative may request the American Arbitration Association to conduct a check of the signatures indicating that forty percent (40%) of the employees covered by this Agreement desire to be represented by any other organization. Within ten (10) work days of receipt of the signatures, the American Arbitration Association will determine and certify the validity of the signatures, and whether or not the required percentage for challenge has been met. The parties to the election (the Board, the Association, and the challenger) shall meet as soon as possible with the American Arbitration Association to prepare for the election in accordance with the rule mandated by the School Board for the initial recognition of the collective Bargaining agent in October 1987.

### **5.13 ASSOCIATION – BOARD MEETINGS**

The Association and the Superintendent and/or his/her designee agree to meet monthly upon written request by the Association, at a mutually agreeable time to discuss matters of mutual concern. The Association shall provide an agenda five (5) days prior to such meetings. Such meetings shall not be utilized to resolve pending grievances.

### **5.14 ASSOCIATION – ADMINISTRATION MEETINGS**

The Association representatives and the building level supervisor shall meet monthly, at the request of either party, after regular school hours and mutually agreeable date to discuss school plant operations. Such meetings shall not be used to resolve pending grievances.

### **5.15 CHANGING EXISTING BOARD POLICY AND PROCEDURES**

Before the Board changes any existing policies or procedures which affect the Employee's wages, hours, or other terms and conditions of employment, they shall: (a) notify the Association of any potential change, and (b) arrange for a meeting between representatives of the Board and the Association to take place within ten (10) days.

## **5.16 EMPLOYEE ORIENTATION**

The Association and the Employer agree that, at the request of the Association, up to fifteen (15) minutes will be made available during employee orientation meetings for Association purposes.

## **5.17 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT**

The Board agrees to permit representatives of the Association to have reasonable access to the premises of the Board outside regular school work hours. Requests for space in which to hold meetings shall be made by a designated Association Representative or the Superintendent at least five (5) days prior to the scheduled time of the hearing. If the facility is unavailable, another facility will be provided. Requests are subject to security and custodian regulations and shall not interfere with the performance of duties assigned to the Employee. The Association agrees to pay the normal school rental costs.

## **5.18 BUSINESS BY ASSOCIATION REPRESENTATIVES ON SCHOOL PROPERTY**

If a representative of the Association desires to visit a school/work site for the purpose of conferring with a Bargaining Unit Member during the normal work hours of work, such representative shall first make their presence known to the proper official. Such conferences may take place in the faculty lounge but shall not interrupt an Employee's assignment.

## **5.19 BULLETIN BOARD, MAIL FACILITIES, AND MAILBOXES**

The Board shall provide the Association with one (1) bulletin board at each work site in a place normally accessible to members of the unit. Official representatives of the Association shall have the right to place Association materials, newsletters, and notices in the mailboxes of the unit. General distribution of such materials shall occur before or after the student day or during the Employee's non-teaching time. Association Representatives may not distribute such materials during teaching or assigned duty time. As a matter of courtesy, a copy of all materials distributed as described above shall be given to the building administrator no later than the time it is distributed.

## **5.20 INTER-SCHOOL MAIL**

The Association may use the inter-school bulk mail services for distribution purposes.

## **5.21 ASSOCIATION PRESIDENT RELEASED TIME**

Upon request of the Association, the Board shall grant a leave of absence without pay, retaining all accumulated seniority, to the Association President. Such leave shall be granted on a full time basis. The length of the leave shall not extend beyond one (1) academic or one (1) calendar year, whichever applies. Upon written request, such leave

must be renewed from year to year during the life of this contract. Upon return from such leave of absence, the unit member shall be placed on the step of the salary schedule s/he would have attained, had s/he remained in service, and shall be returned to their former position or its equivalent. The Association President may elect to keep insurance coverage by submitting the full premium of said benefit. This leave will not preclude the application to a vacancy for another position. The purpose of the leave will be to conduct Association business.

## **5.22 NEGOTIATION LEAVE**

Should collective bargaining activities take place during normal work hours, representatives of the Association shall suffer no loss of salary, fringe benefits, or seniority.

## **5.23 ASSOCIATION PARTICIPATION EMPLOYEE SUSPENSION, DISCHARGE**

No Bargaining Unit Member shall have his/her employment adversely affected without providing the Employee just cause and he/she shall have the opportunity to confer with and be represented by the Association.

## **5.24 PAYROLL DEDUCTIONS**

A. The Board, during the life of this Agreement, will deduct from the pay of each Employee covered by this Agreement the Association's annual membership dues and contributions to PAC provided that at the time of such deduction there is in possession of the Board an existing written authorization executed by the Employee. Authorization by Employees for deductions of the Association's annual membership shall remain in force from year to year unless revoked by the Employee in writing prior to September 1 of any school year. Should a member terminate employment with the parish the remaining portion of the annual dues will be deducted from the final pay and transmitted to the Association. The Association agrees to notify the Superintendent/designee of annual dues changes by August 15 of each year. The Association agrees to indemnify and hold harmless the Board in the event any member of the Bargaining Unit takes legal action as a result of dues deduction specified herein.

B. Payment of the Association – Authorization submitted to the Superintendent or his/her designee by the 15<sup>th</sup> of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) working days following each pay period.

## **ARTICLE 6**

### **EMPLOYER'S RIGHTS**

A. Subject to the provisions of this Agreement and the laws and the Constitution of the State of Louisiana and of the United States of America, the Association recognizes the prerogative of the Board to operate and manage its affairs, and that the Board reserves those rights concerned with the management and operation of the district which include, but are not limited to the following:

- (1) to recruit, assign, transfer, or promote members to positions within the district;
- (2) to suspend, demote, discharge, or take disciplinary actions against Bargaining Unit members for just cause;
- (3) to determine methods, means, and personnel necessary for district operations;
- (4) to develop and fiscally manage the district budget;
- (5) to take whatever actions are necessary in emergencies in order to assure the proper functions of the district.

B. Implementation of those rights shall be consistent with this Agreement and the laws and the Constitution of the State of Louisiana and of the United States of America.

## **ARTICLE 7-A**

### **CERTIFIED EMPLOYEES WORKING CONDITIONS**

#### **7.1 LENGTH OF WORKDAY/WORKWEEK**

A. With the exception of those Certified Employees assigned to duty (within current district practice) before or after school, the length of the workday for all Certified Employees shall not exceed seven (7) consecutive hours including preparation periods and lunch periods. Pupil Appraisal workday shall not exceed eight (8) consecutive hours, including a one (1) hour lunch.

B. The standard work week shall consist of five (5) consecutive days from Monday to Friday.

C. Upon arrival, each employee shall record his/her arrival time using the Board approved attendance system at school as shown by school time. Every certified employee shall record his/her departure time using the school board's attendance system. Faculty assigned to morning duty shall record their arrival time prior to reporting to duty. All teachers are required to be in their classrooms prior to bell time—

D. No employee shall suffer any loss or deduction of pay for tardiness, unless such tardiness has caused a loss of time from official classroom duties on more than two occasions, and for a period of one hour or more, during any one school year. In all cases where deduction of pay may be made as herein provided, the amount of pay deducted shall be based on one days' pay proportioned to the period of tardiness. To definitely fix and establish the extent of time tardy, an Employee, upon request of his superior or principal, shall sign stating the time of his/her arrival and reporting for duty; and if not requested to do so, he may voluntarily sign such slip and present it to the principal or superior.

#### **7.2 LUNCH PERIODS**

A. Effective with the first (1<sup>st</sup>) pupil contact day, all Certified Employees shall have no less than an uninterrupted thirty (30) minute duty free lunch period. The principal shall establish an equitable student lunch supervision schedule.

B. During the lunch periods Certified Employees may leave a school site/work location. Certified Employees agree to sign out before leaving the school site/work location and to sign in upon return.

### **7.3 PREPARATION PERIOD**

A. Effective on the first pupil contact day, each teacher in junior/middle and senior high school, shall be scheduled for five (5) instructional planning periods per week, of not less than one full period.

B. Effective on the first student contact day of the school year, elementary school teachers shall be scheduled for instructional planning periods of not less than 150 minutes per week.

C. Special Education teachers shall receive no less preparation time than other teachers at his/her respective school site.

D. Except in the case of emergency, certified employees shall not be assigned to general supervision of students during their preparation periods. (See Teachers as Substitutes)

E. During the planning period, Certified Employees may leave a school site for job-related purposes. Certified Employees are required to sign out stating the reason for leaving the school, and sign in upon return.

F. Every effort will be made, within current staffing, for Department Heads to have one additional planning period per day.

### **7.4 LIMITS ON ACADEMIC SUBJECT PREPARATION**

(SENIOR AND/OR JUNIOR HIGH SCHOOL)

No employee shall be required to teach more than three (3) different subject preparations. (Examples of subject assignments are physics and general science, or general math and algebra.)

### **7.5 HOLIDAYS AND WEEKEND WORK**

No Certified Employee shall be required to work on weekends or holidays except as compensated on the Supplementary Salary Schedule.

### **7.6 OVERTIME**

Should overtime be assigned by the immediate supervisor with approval of the Superintendent, the Employee shall be paid his/her hourly rate for any hour(s) or portion thereof for all work beyond the seven hour day. This provision does not apply to meetings, duty periods, etc., already referenced in this contract.

## **7.7 PARENT-EMPLOYEE CONFERENCES**

Any teacher required to conduct a parent conference shall be released from their immediate teaching responsibilities for the time to conduct such conferences. Upon prior notification and request by the Employee, the school administration shall be available to attend parent-employee conferences at a mutually agreed upon date and time.

## **7.8 TRAVELING EMPLOYEES**

Any traveling Certified Employee shall be provided with preparation and lunch periods as would any other Certified Employee.

## **7.9 TRANSPORTATION OF STUDENTS**

Employees shall not be required to transport students in their personal vehicles except in cases of emergency. In such cases or if the Employee is directed to transport a student, the Board shall reimburse the Employee mileage, and the Board acknowledges that the Employee is thereby acting as its agent for the purpose of determination of any liability. Further, to be represented by the Board under this provision, the Employee must exercise due care.

## **7.10 TEACHERS AS SUBSTITUTES**

A. Except in emergency cases, teachers shall not be required to substitute for another Employee who is absent from his/her work assignments.

B. Should these emergencies occur, the Employee shall be paid \$ 30 per hour on their planning period or \$ 120 divided up among teachers that take extra students.

## **7.11 CALENDAR**

A. The school year calendar shall consist of 182 days which shall include 177 student attendance days (as defined by BESE Guidelines) and five (5) non-pupil contact days. The work year for Employees, excluding Employees that are required to work more than 182 days, shall not exceed 182 days which shall include five (5) non-pupil contact days.

1. At the end of each nine (9) weeks grading period, the last testing day shall be a half (1/2) day of school for students. The remainder of the day shall be used for the completion of records and/or grades.
2. The 182<sup>nd</sup> day of school shall be used for completing end of year records.

B. A calendar committee composed of fifty percent (50%) appointed by the Association and other members designated by the Superintendent shall meet no later than March 1 of each school year for the purpose of constructing a school calendar applicable to the following school year, which shall thereafter be recommended to the Board.

C. The school calendar for pupil appraisal shall consist of 202 days.

### **7.12 MEDICAL PROCEDURES**

No Bargaining Unit Member, with the exception of school nurses, shall be required to perform non-complex medical procedures, without being trained in accordance with Act 760 of 1991, with amendments of Act 469 of 1992, and Bulletin 1909.

### **7.13 STUDENT GRADES**

Teachers shall be responsible for computing, assigning, and maintaining student grades consistent with Board policy. If a student grade is changed for any reason, the principal shall notify the teacher and, if the teacher is available, shall discuss the matter with the teacher prior to making the change. Grade changes mandated by the Administration shall be the responsibility of the administrator, as indicated by his/her signature.

### **7.14 UNSAFE WORKING CONDITIONS**

A. Certified Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

B. The employer shall furnish protective and/or safety gear necessary, as determined by the administration, to protect the teacher's health and safety; including, but not limited to materials and supplies for universal precautions, and back protection (e.g. back braces, in-service on proper lifting techniques, etc.)

### **7.15 RESTROOMS, LOUNGES, WORKROOM FACILITIES**

When mutual determination is made that a separate faculty lunch area, lounge/workroom is available, it shall be utilized as such. If space for a separate faculty lunchroom is not available, an area of the cafeteria shall be so designated. If a room for a separate lunch/workroom is not available, a designated area in the school shall be so provided.

### **7.16 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

A. The Board shall provide reimbursement to members of the unit who suffer while in the performance of their duties, personal property loss or damage to theft, (including automobile battery) and vandalism (including smashed windshields and slashed tires). Excluded from this provision is currency. The maximum amount of reimbursement is \$500 per incident. The maximum amount in any fiscal year that can be expended is \$6,000. If this amount in any fiscal year is exhausted, the administration will meet with the Association to discuss re-assessment. If reimbursement is denied under this provision the employee can appeal to the board.

B. Necessary guidelines and limitations shall be maintained by the Board and disseminated. Only uninsured loss is eligible for reimbursement. Excluded from

reimbursement under this provision is automobile damage in which the employee does not have any insurance as required by state law. Further, to be eligible under this provision, the employee must exercise reasonable care.

#### **7.17 DISPENSING OF MEDICINE**

Bargaining Unit Members shall not be required to administer medication to pupils unless they are trained to do so (see Art. 7.12), the medication is dispensed by prescription, and the student would be prohibited from attending school without such medication.

#### **7.18 EMPLOYEE SUPERVISION AND RESPONSIBILITY FOR SCHOOL BUILDING**

In the absence of the building administrator(s), a certified employee may voluntarily accept temporary supervision responsibility for school operation.

#### **7.19 FACULTY MEETINGS**

A Bargaining Unit Member shall be required by the principal to remain for not more than ten (10) general faculty meetings per school year, except in emergency situations. General faculty meetings shall not exceed seventy-five (75) minutes unless by majority approval of the faculty. In addition, teachers shall be required to attend one (1) open house per school year. Teachers shall not be late for these meetings, except in emergency situations. Meetings held for the purposes of SACS accreditation are not subject to this provision.

#### **7.20 REQUISITION POLICY**

Each Bargaining Unit Member shall be given the opportunity to submit a school requisition form listing needed materials and supplies for the following school term during May of each school year. If requested materials cannot be made available, notice shall be given during the first two (2) weeks of school.

#### **7.21 TELEPHONE FACILITIES**

School phones are available to teachers to conduct necessary school business. If necessary, school phones may be utilized for personal business which is urgent in nature, and the telephone call does not interfere with school business. Employees are responsible for any charges for personal calls.

#### **7.22 TEACHING MATERIALS**

The Board shall continue to provide to teachers attendance books, paper, pencils, chalk, erasers, and such other materials which assist with the performance of daily teaching duties sufficient to implement the curriculum.

### **7.23 CLASS SIZE**

The Board shall adhere to BESE Guidelines in regulating class size.

### **7.24 ALLOTMENT FOR EMPLOYEES**

- A. A certified employee shall be reimbursed up to \$200.00 per school year for the purchase of instructional materials, provided that requests for reimbursements are accompanied by sales receipts which identify the items purchased.
- B. Art, science, industrial arts, and home economics teachers shall be reimbursed up to \$ 50.00 per school year for special garments as approved by the administration.
- C. The Employee shall receive the allotment within five (5) working days of the requested reimbursement by the principal/supervisor.
- D. Each Association Representative shall meet with the principal to offer input regarding the supplies and/or equipment to be purchased with the additional instructional supply allotment per school for the current school year.

### **7.25 SUMMER PROGRAM**

If a summer program(s) exists, Employees of the system with appropriate certification and/or qualifications, shall be offered the positions prior to the advertising and filling of positions by the general public. If the summer program(s) is/are administered by an agency other than the School Board, the Employee agrees to the program(s) salary and working conditions.

### **7.26 IMMUNIZATIONS/SHOTS**

The Board shall require the health carrier to provide for Hepatitis B shots for all employees, as requested.

### **7.27 SCHOOL NURSES**

- A. An area shall be set aside for the use of the school nurse. A desk or comparable furniture shall be provided for use by the school nurse in the performance of his/her duties. A lockable storage space and scale shall be provided by the use of the nurse.
- B. An extension telephone shall be available at each school for use by the school nurse in his/her work area.
- C. School nurses shall participate in any and all planning regarding services to any student whose health and physical condition requires intervention/monitoring during the school day.

#### D. Work Day

1. The school nurse work day shall not exceed seven (7) hours.
2. The school nurse shall submit a prioritized list of first aid supplies to the school principal during annual requisition time. The principal shall endeavor to order from the prioritized list considering budgetary limitations.
3. No employee shall be required to perform nursing interventions, either complex or non-complex, without having first been trained to do so by the school nurse, in accordance with Act 760 of 1991, with amendments of Act 469 of 1992, and Bulletin 1909.

#### **7.28 Staff Development and Training**

A. If a school has programs that require certain staff development and training, teachers shall be required to attend that training.

B. For employees required to attend staff development and training (workshops) after work hours and/or on Saturdays, the rate of pay shall be \$20.00 per hour.

C. Certified employees which include, but are not limited to those who tutor, facilitate meetings such as professional development, do curriculum mapping, or create instructionally related products shall be compensated at a rate of \$30.00 per hour.

D. The sponsor of each school-sponsored club/extra curricula activity with at least 10 students including, but not limited to 4-H, Beta, or honor guard, will be paid a stipend of \$ 500.00 per year. To qualify for this stipend, the club must articulate an objective related to activity-based outcomes and student growth. Clubs must meet a minimum of 20 hours after school each school year. Documentation of agendas, minutes, and participants must be submitted at the end of the school year to be paid the stipend.

#### **7.29 Employee Dress Code**

All certified employees shall be required to follow the Board's dress code policy. This dress code policy will be created jointly between the administration and the Association to be effective for the 2008-2009 school year.

## **ARTICLE 7-B**

### **NON-CERTIFIED EMPLOYEES WORKING CONDITIONS**

#### **7.1 WORK YEAR/WEEK/DAY AND GENERAL PROVISIONS**

- A. The standard work year for all Non-Certified Employees shall be defined in each section pertaining to his/her job classification.
- B. The employment year for all twelve month employees shall be from July 1 through June 30. The year shall consist of 260 days or 261 days in a leap year which includes paid holidays and vacation days. An emergency day shall count as a work day.
- C. The standard work week/work day for all Non-Certified Employees shall be defined in each section pertaining to his/her job classification. The work day shall include at least one fifteen (15) minute break every (4) consecutive hours and a duty free lunch and/or dinner break of no less than thirty (30) uninterrupted minutes. If an employee is scheduled to work an eight (8) hour day then they shall receive a mid-morning and mid-afternoon break of fifteen (15) minutes each.
- D. The standard work week shall consist of five (5) consecutive days from Monday to Friday.
- E. Upon arrival, each Employee shall record his/her arrival time using the Board approved attendance system at the work site as shown by work site time. At the end of the scheduled work day, every employee shall record their departure time using the school board's attendance system.
- F. Every non-certified nine (9) month/182 day employee shall follow the school calendar.
- G. No Employee shall suffer any loss or deduction of pay for tardiness unless such tardiness has caused a loss of time from the beginning of the work day on more than two occasions, and for a period of one hour or more, during any one school year. In all cases where deduction of pay may be made as herein provided the amount of pay deducted shall be based on one day's pay proportioned to the period of tardiness. To definitely fix and establish the extent of time tardy, an employee, upon request of his supervisor or principal, shall sign-in stating the time of his/her arrival and reporting for duty, and if not requested to do so, he may voluntarily sign such and present it to the principal or supervisor.
- H. Non-Certified Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

I. The employer shall furnish health and/or safety gear necessary to protect the Employee's health and safety which shall include, but not be limited to; materials/supplies for universal precautions and back protection (e.g. back braces, in-service on proper lifting techniques, etc.).

**7.2 HOLIDAYS**

A. Any holiday that falls on a Saturday shall be observed on the preceding Friday. Any holiday that falls on a Sunday will be observed on the following Monday. Every non-certified, twelve (12) month Employee shall be entitled to the following paid holidays:

Independence Day	1
Labor Day	1
All Saints Day	1
Thanksgiving Day & Friday	2
Christmas Eve	1
Christmas Day	1
New Year's Eve	1
New Year's Day	1
Martin Luther King's Birthday	1
Mardi Gras Day	1
Good Friday	1
Monday after Easter	1
Floating Holiday	1
Total	14

B. The Floating Holiday may be taken on the employee's birthday or in conjunction with any regularly scheduled school holiday.

C. Should All Saint's Day and/or the Monday after Easter not be included on the official school calendar, the Association shall choose another day(s) in lieu thereof.

**7.3 BUS DRIVER(S) AND BUS ATTENDANTS/AIDES**

A. Work Year: The employment year for all bus drivers and attendants/aides shall not exceed 182 days, which shall include student attendance days and non-pupil contact days. Two in-service days shall substitute for Parent Conference Day and Records Day. One of these in service days shall consist of a one day road test. This road test must be passed before the driver will be allowed to drive during the school year and shall be included as a part of the drivers' evaluation. The bus driver will be allowed to retake only the failed parts of the test up until the time school starts. These in-service days may be scheduled during the summer. An emergency day shall count as a work day.

B. Work Week: The standard work week for all bus drivers and attendants/aides shall consist of five (5) consecutive days from Monday through Friday.

C. Work Day: The work day for all bus drivers and attendants/aides shall consist of a three (3) hour morning period, starting two and one-half (2 ½) hours before the last school on the route starts and ending thirty (30) minutes after the last school start time, during which the pre and post trip inspection shall be conducted, limited to fifteen (15) minutes per inspection. The regularly established route for the afternoon shall be completed in a three (3) hour period, starting thirty (30) minutes before the first school dismisses, and ending two (2) hours and thirty (30) minutes after the first school dismisses, during which the pre and post trip inspection shall be conducted, limited to fifteen (15) minutes per inspection and the regularly established route shall be completed. Each bus driver and attendant aide shall be notified in writing as to the time of his/her morning and afternoon routes. The Association shall receive copies of the bus drivers and attendants/aides schedules and route times, if requested.

1. Pre and post trip inspections are required in accordance with state and board regulations. A monthly pre-trip inspection report must be filed with the Transportation Department. Prior to the opening of school, bus drivers shall receive a written copy of procedures for pre-trip and post-trip inspections. Each bus attendant/aide shall assist the bus driver in the pre-trip and post trip inspections.
2. Unless in the case of an emergency, Transportation Department established routes including scheduled times, shall not be altered by drivers without prior authority.
3. Transportation of students by parish bus drivers when assigned will be scheduled on an equitable basis using the parish-wide staffing formula.

D. Field trips/Extra trips/Extra runs for bus drivers and attendants/aides: All field trips/extra trips shall be compensated at \$9.50 per hour for in-parish field trips and no less than an additional \$2.50 per hour per year for out of parish field trips, with a minimum guarantee of four (4) hours. There is a minimum guarantee of three (3) hours for after school in-parish extra trips. Extra runs are compensated at \$9.50 per run. During these field trips/extra trips/extra runs bus drivers may be required to service different schools and programs. Only time outside of the regularly paid six hours daily shall be considered extra/field trip time. Bus drivers and attendants/aides are excluded from other overtime pay provisions. If no bus driver wants to drive a required program, the least senior bus driver will be assigned according to the seniority list.

E. Bus drivers and attendants/aides who want to be assigned extra/field trips shall notify the Transportation Department Supervisor/Principal in writing of their availability prior to September 1 annually. Field/Extra trips, while not guaranteed, shall be scheduled on an equitable basis. Quarterly reports as to the offering and acceptance of field trips/extra trips shall be provided to the Association.

F. Extension of workday for bus drivers and attendants/aides: Approved overtime worked as an extension of the regular workday shall be paid at the regular hourly rate (base yearly rate divided by 1092 hours = hourly rate) for each hour or portion thereof beyond the three hour morning period and/or the three hour afternoon period.

G. All spare buses shall meet federal safety standards.

H. Equipment: In the event that bus drivers are issued any mandatory school district equipment, including, but not limited to: cellular phones, CB radios, hand-held radios, and/or pagers; maintenance shall be the responsibility of the Board. If the equipment is damaged due to the employee misuse, the employee is responsible for the damages. In the event of theft or vandalism, the employee must immediately notify the transportation department and file a police report.

## **7.4 CUSTODIAL**

(As defined in Article 1.1) including: janitors and 12-month assistant janitors.

A. Work Year: The employment year for all Custodial employees shall not exceed two hundred sixty (260) days or two hundred sixty-one (261) days in a leap year which includes paid holidays and vacation days. An emergency day shall count as a work day.

B. Work Week: The standard work week for all custodial employees shall consist of five (5) consecutive days, from Monday through Friday.

C. Work Day: Custodial employees shall be scheduled for an eight (8) hour work day which includes a paid thirty (30) minute lunch/dinner break and a mid-morning and mid-afternoon break of fifteen (15) minutes each.

D. Custodial employees shall work either a day or evening shift. In lieu of a shift differential, thirty-five cents (\$0.35) per hour will be added to the custodial salary schedule. If during the term of this contract the shift goes beyond 7:00 p.m., a shift differential will be renegotiated.

E. No custodial employee will work alone in a building after dark as part of the workday/shift. Each employee working in the building after 7:00 p.m. will be given a communication device with a check in, check out system (i.e. cell phone or walkie talkie).

F. Overtime: Except as otherwise provided, no Employee will be required to work overtime and/or on weekends or holidays except as follows:

1. Regular Overtime: All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1.5) times the employee's normal rate of pay.
2. Sunday and Holiday Overtime: All work on a Sunday or holiday (overtime or not) will be compensated at twice the employee's normal rate of pay. A minimum of four (4) hours is guaranteed for Sunday or holiday work.
3. Saturday Overtime: All work on a Saturday shall be compensated at one and one-half (1.5) times the employee's normal rate of pay. Saturday overtime shall be a guaranteed four (4) hours minimum of work or pay.

4. Relief Time-Overtime: Bargaining Unit Members working overtime will be entitled to an additional fifteen (15) minute break for every additional four hours worked.
5. Offering Overtime: Overtime work shall be assigned equitably to employees in accordance with seniority, working within a given job site and/or the same job classification as follows:
  - a. Overtime shall first be offered to the Employee(s) who is qualified to do the job having the greatest building or department seniority within job classification. If all Employees within the affected building or department refuse the overtime, the least senior Employee(s) who is qualified to perform the work may be required by the employer to perform the overtime assignment. The overtime shall then move up the ladder of seniority from least senior to most senior, if no Employee volunteers for the overtime.
  - b. A record of all overtime hours worked, on a fiscal year basis, by each Employee shall be posted on the department/school bulletin board monthly.
  - c. A copy of same shall also be sent to the Association office, if requested.
  - d. Overtime will be offered on a rotation basis in accordance with seniority. Overtime that is refused by an Employee will be counted as overtime worked.

G. Loss of Overtime Rights: Employees' absence due to job injury will at their option be given preferences for future overtime assignments regardless of seniority for a time period equal to their absence, not to exceed six (6) months.

H. All outside functions shall be placed on the school bulletin board monthly, and shall be offered according to 7.4F.

#### I. Call Out Pay

1. An Employee who is required to report for duty outside the regular work day shall be paid for the actual hours worked or a minimum of two (2) hours, whichever is greater.
2. If the extra duty time becomes contiguous with the Employees regular work day, s/he shall be paid in accordance with the overtime provision within this contract, but shall not be paid for the time required for travel unless traveling between worksites.

### **7.5 MAINTENANCE**

(As defined in Article 1.1) including: general maintenance workers, grasscutters, air conditioning/heating technicians, mechanic/helper, electrician, plumber, carpenter, stadium upkeep groundsman and drayage.

A. Work Year: The employment for all maintenance employees shall not exceed two hundred sixty (260) days or two hundred sixty-one (261) days in a leap year which includes paid holidays and vacation days. An emergency day shall count as a work day.

B. Work Week: The standard work week for all maintenance employees shall consist of five (5) consecutive days, from Monday through Friday.

C. Work Day: Maintenance employees shall be scheduled for an eight hour work day which includes a paid thirty (30) minute specified lunch/dinner break and a specified mid-morning and a specified mid-afternoon break of fifteen (15) minutes each.

D. Overtime: Except as otherwise provided, no Employee will be required to work overtime and/or on weekends or holidays except as follows:

1. Regular Overtime: All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1.5) times the Employee's normal rate of pay.
2. Sunday and Holiday Overtime: All work on a Sunday or holiday (overtime or not) will be compensated at twice the Employee's normal rate of pay. A minimum of four (4) hours is guaranteed for Sunday or holiday work.
3. Saturday Overtime: All work on a Saturday shall be compensated at one and one-half (1.5) times the Employee's normal rate of pay. Saturday overtime shall be a guaranteed four (4) hours minimum of work or pay.
4. Relief Time-Overtime: Bargaining Unit Members working overtime will be entitled to an additional fifteen (15) minute break for every additional four hours worked.
5. Offering Overtime: Overtime work shall be assigned equitably to Employees in accordance with seniority, working within a given job site and/or the same job classification as follows:
  - a. Overtime shall first be offered to the Employee(s) who is qualified to do the job having the greatest building or department seniority within job classification. If all Employees within the affected building or department refuse the overtime, the least senior Employee who is qualified to perform the work may be required by the employer to perform the overtime assignment. The overtime shall then move up the ladder of seniority from least senior to most senior, if no Employee volunteers for the overtime.
  - b. A record of all overtime hours worked, on a fiscal year basis, by each Employee shall be posted on the department/school bulletin board monthly.
  - c. A copy of same shall also be sent to the Association office, if requested.
  - d. Overtime will be offered on a rotation basis in accordance with seniority.
  - e. Overtime that is refused by an Employee will be counted as overtime worked.

E. Loss of Overtime Rights: Employees' absence due to job injury will at their option be given preference for future assignments regardless of seniority for a time period equal to their absence not to exceed sick (6) months.

#### F. Call Out Pay

1. An employee who is required to report for duty outside the regular work day shall be paid for the actual hours worked or a minimum of four (4) hours, whichever is greater.
2. If the extra duty time becomes contiguous with the Employees regular work day, s/he shall be paid in accordance with the overtime provisions within this contract, but shall not be paid for the time required to travel unless traveling between work sites.

G. Use of Personal Vehicles: Employees required to use their personal vehicle on the job shall be reimbursed at the maximum non-taxable mileage rate allowed by the Internal Revenue Service. The Bargaining Unit Member shall provide appropriate reporting and verifications.

H. Tool Allotment: The Board agrees to an allotment of \$200 per year per maintenance employee to purchase small hand tools which includes but is not limited to: hammer, handsaw, hacksaw, screwdrivers, files, rules, pliers, wrenches (1/8" to 3/4"), adjustable wrenches, nail set and chisel, Stillson wrench.

I. Insurance Reimbursement: The Board agrees to pay the difference between personal automobile insurance and a personal auto policy rated for business use for maintenance employees required to use their personal vehicles for school board business.

J. The Board agrees to purchase at least one maintenance vehicle per year until a fleet of maintenance vehicles are available for use by the maintenance department. Management will determine which maintenance (plumber, electrician, H/V technician, general) has the greatest need for a vehicle. Vehicles will be assigned by seniority within that area.

### **7.6 FOOD SERVICE EMPLOYEES**

A. Work Year: The normal employment year for all food service employees shall not exceed 182 work days, which shall include student attendance days and non-pupil contact days. An emergency day shall count as a work day.

B. Work Week: The standard work week for all food service employees shall consist of five (5) consecutive days from Monday through Friday.

C. Work Day: The standard work day shall be seven and one-half (7.5) hours per day, including a thirty (30) minute uninterrupted lunch period and a fifteen (15) minute break.

D. Overtime: Should kitchen facilities be used outside the normal school day, a food service manager or food service technician must be present. Work outside the normal work/day/hours shall adhere to the overtime provision of this section of this article. Except as otherwise provided, no Employee will be required to work overtime and/or on weekends or holidays except as follows:

1. Regular Overtime: All hours worked in excess of thirty-seven and one-half (37.5) hours per week shall be compensated at one and one-half (1.5) times the Employee's normal rate of pay.
2. Sunday and Holiday Overtime: All work on a Sunday or holiday (overtime or not) will be compensated at twice the Employee's normal rate of pay. A minimum of four (4) hours is guaranteed for Sunday, or holiday work.
3. Saturday Overtime: All work on a Saturday shall be compensated at one and one-half (1.5) times the employee's normal rate of pay. Saturday overtime shall be guaranteed four (4) hours minimum of work or pay.
4. Relief Time-Overtime: Bargaining Unit Members working overtime will be entitled to an additional fifteen (15) minute break for every additional four (4) hours worked.
5. Offering Overtime: Overtime work shall be assigned equitably to Employees in accordance with seniority, working within a given job site and/or the same job classification as follows:
  - a. Overtime shall first be offered to the Employee(s) who is qualified to do the job having the greatest building or department seniority within job classification. If all Employee(s) within the affected building or department refuse the overtime, the least senior Employee(s) who is qualified to perform the work may be required by the Employer to perform the overtime assignment. The overtime shall then move up the ladder of seniority from least senior to most senior, if no Employee volunteers for the overtime.
  - b. A record of all overtime hours worked, on a fiscal year basis, by each Employee shall be posted on the department/school bulletin board monthly. A copy of same shall also be sent to the Association office if requested.
  - c. Overtime will be offered on a rotation basis in accordance with seniority. Overtime that is refused by an Employee will be counted as overtime worked.
6. Loss of Overtime Rights: Employees' absence due to job injury will at their option, be given preferences for future overtime assignments, regardless of seniority for a time period equal to their absence, not to exceed six (6) months.
7. Additional Benefits: Food service employees shall receive free lunches whenever school lunch is served, as long as providing free lunch does not violate federal lunch program regulations.
8. Summer/Holiday Employment: When summer/holiday employment is offered, food service employees shall be paid no less than the Employee's regular hourly rate of pay, with a minimum of three hours guaranteed per call-out.

## **7.7 SCHOOL SECRETARIES/CLERKS**

- A. Work Year: The employment year for all twelve 12 month school secretaries/clerks shall not exceed 240 days, which shall include student attendance days and non-pupil contact days.
- B. The employment year for all ten (10) month school secretaries/clerks shall not exceed 202-work days, including both pupil contact and non-pupil contact days.

C. An emergency day shall count as a work day.

D. Work Week: The standard work week for all school secretaries/clerks shall consist of five (5) consecutive days from Monday through Friday, except during special summer time schedules.

E. Work Day: The work day for a school secretary/clerk shall be seven and one-half (7.5) hours including a thirty (30) minute uninterrupted lunch period and a fifteen (15) minute break, unless a special summer time schedule is in effect.

F. Overtime:

1. Regular Overtime: All hours worked in excess of thirty-seven and one-half (37.5) hours per week shall be compensated at one and one-half (1.5) times the employee's normal rate of pay.
2. Sunday and Holiday Overtime: All work on a Sunday or holiday (overtime or not) will be compensated at twice the employee's normal rate of pay. A minimum of four (4) hours is guaranteed for Sunday, or holiday work.
3. Saturday Overtime: All work on a Saturday shall be compensated at one and one-half (1.5) times the Employee's normal rate of pay. Saturday overtime shall be guaranteed four (4) hours minimum of work or pay.
4. Relief Time-Overtime: Bargaining Unit Members working overtime will be entitled to an additional fifteen (15) minute break for every additional four (4) hours worked.
5. Offering Overtime: Overtime work shall be assigned equitably to Employees in accordance with seniority, working within a given job site and/or the same job classification as follows:
  - a. Overtime shall first be offered to the Employee(s) who is qualified to do the job having the greatest building or department seniority within job classification. If all Employee(s) within the affected building or department refuse the overtime, the least senior Employee(s) who is qualified to perform the work may be required by the Employer to perform the overtime assignment. The overtime shall then move up the ladder of seniority from least senior to most senior, if no Employee volunteers for the overtime.
  - b. A record of all overtime hours worked, on a fiscal year basis, by each Employee shall be posted on the department/school bulletin board monthly. A copy of same shall also be sent to the Association office if requested.
  - c. Overtime will be offered on a rotation basis in accordance with seniority.
  - d. Overtime that is refused by an Employee will be counted as overtime worked.
6. Loss of Overtime Rights: Employees' absence due to job injury will at their option, be given preferences for future overtime assignments, regardless of seniority for a time period equal to their absence, not to exceed six (6) months.

7. Summer Employment: When extended summer employment is offered, the secretary shall be paid at no less than the Employee's regular hourly rate of pay.

## **7.8 AIDES/PARAPROFESSIONALS**

- A. Work Year: The employment year for all aides/paraprofessionals shall not exceed 182 workdays, which shall include student attendance days and non-pupil contact days. An emergency day shall count as a work day.
- B. Work Week: The standard work week for all aides/paraprofessionals shall consist of five (5) consecutive days from Monday through Friday, unless a special summer schedule is in effect.
- C. Work Day: The work day for aides/paraprofessionals shall be seven (7) hours per day, including an uninterrupted thirty (30) minute lunch period and a fifteen (15) minute break.
- D. Overtime: No aide/paraprofessional shall be required to work on weekends and holidays. Should the aide/paraprofessional be required to work overtime, the Employee shall be granted compensatory time at the rate of one and one-half (1.5) times such overtime worked.
- E. Summer Employment: When extended summer employment is offered, the aide/paraprofessional shall be paid at no less than the Employee's regular hourly rate of pay.
- F. Board Educational Requirements: If the Board requires an aide/paraprofessional to take a course/workshop as a condition of continued employment, the costs shall be borne by the Board.
- G. Immunization/Shots: The Board shall require the health carrier to provide for Hepatitis B shots for all Employees, as required.
- H. CPR Training: The Board shall provide annual update CPR Training for all special education aides.
- I. In the event an Employee is transferred to a position requiring specific skills, the Employee shall be trained in those skills at the Board's expense.

## **7.9 SCHOOL CALENDAR**

The School Calendar shall be set forth in Appendix A which is attached to and incorporated in this Agreement.

## **7.10 EQUIPMENT AND MATERIALS PROVIDED**

If any Non-Certified Employee is required by the Board to wear a uniform, protective clothing, or any other protective device, as a condition of employment, the Employer shall furnish them under the following conditions:

1. The Employee must sign for and be responsible for the articles issued to him/her.
2. The Employee must reimburse the Employer for lost articles and/or for articles damaged through negligence or misuse.
3. To obtain replacement, the damaged or worn-out set must be turned in. If all or any part thereof is not turned in, the Employee must pay for replacement cost.
4. The Employer shall pay for all licenses required, provided said licenses are in the name of the Board.
5. Employees shall have access to sterilization kits.

## **7.11 RESTROOMS AND LOUNGES**

When mutual determination is made that a separate staff lunch area, lounge/workroom is available, it shall be utilized as such. If space for a separate staff lunchroom is not available, an area of the cafeteria shall be so designated. If a room for a separate lounge/workroom is not available, a designated area in the school shall be provided.

## **7.12 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

A. The Board shall provide reimbursement to Bargaining Unit Members who suffer, while in the performance of their duties, personal property loss or damage due to the theft (including automobile battery) and vandalism (including smashed windshields and slashed tires). Excluded from this provision is currency. Reimbursement under this provision is limited to \$500 per incident. The maximum amount in any fiscal year that can be expended under this clause is \$6,000. If the amount in any fiscal year is exhausted, the Administration will meet with the Association to discuss reassessment. If reimbursement is denied under this provision the employee can appeal to the board.

B. Necessary guidelines and limitations shall be maintained by the Board and disseminated.

C. Only uninsured loss is eligible for reimbursement. Excluded from reimbursement under this provision is automobile damage in which the Employee does not have any insurance as required by state law. Further, to be eligible under this provision the Employee must exercise reasonable care.

### **7.13 DISPENSING OF MEDICINE**

Bargaining Unit Members shall not be required to administer medication to pupils unless they are trained to do so, the medication is dispensed by prescription, and the student would be prohibited from attending school without such medication. (See Article 7.23)

### **7.14 EMPLOYEE SUPERVISION AND RESPONSIBILITY FOR SCHOOL BUILDING**

A. A Bargaining Unit Member shall be responsible to an immediate supervisor. Said supervisor shall be designated by the Employer with written notification provided within a reasonable time period to each Bargaining Unit Member. In the absence of a building supervisor (principal) or designee, Bargaining Unit Member shall not be held accountable or made responsible for the administration or supervision of the building, except as defined in an Employee's job description.

B. Janitors who are given the responsibility to carry-out the responsibilities of a head janitor shall receive the commensurate pay for a head janitor for the period of time he/she is assigned said duties.

### **7.15 STAFF MEETINGS – NUMBER REQUIRED**

The Association and the Board recognize the need for having a limited number of staff meetings outside of normal work time.

A. Work location/district meetings, if scheduled, shall not exceed four (4) per year, except in emergency situations. Such meetings shall be held after the normal work day and shall not exceed one (1) hour in duration, unless approved by a majority vote of the staff. Employees shall be required to attend these meetings.

B. Attendance at the meeting provided for in the preceding paragraph is part of each Employee's expected work duties. The Board may schedule other meetings for similar or other purposes, but an Employee's attendance at such meetings shall be voluntary. Should an Employee opt to attend he/she shall be compensated at his/her hourly rate.

### **7.16 REQUISITION POLICY**

A. The Board and Association agree that a committee of no more than three Employees for each job classification meet with the designated supervisor of each job classification to develop a list of specific and necessary supplies which are not currently being provided by the Board to assist each Employee in the performance of their duties.

B. Each Employee shall be given the opportunity to submit requisitions for required materials and supplies within budget limitations as needed during the year. The Employee shall be informed if the requisitioned materials cannot be made available.

### **7.17 TELEPHONE FACILITIES**

School phones are available to conduct necessary school business. If necessary, school phones may be utilized for personal business which is urgent in nature, and the telephone call does not interfere with school business. Employees are responsible for any charges for personal calls.

### **7.18 TRANSPORTATION OF STUDENTS**

Employees shall not be allowed to transport students in their personal vehicles except in case of emergency. In such cases and if the Employee is directed to transport a student, the Board shall reimburse the Employee mileage, and the Board acknowledges that the Employee is thereby acting as its agent for the purpose of determination of any liability. Further, to be represented by the Board under this provision, the Employee must exercise due care.

### **7.19 EMPLOYEES AS SUBSTITUTES**

Teacher aides/paraprofessionals shall not be allowed to substitute for teachers.

### **7.20 SUBSTITUTES**

The Employer shall provide substitutes as required by the absence of a regular Bargaining Unit Member.

### **7.21 USE OF PERSONAL VEHICLE**

If an Employee is required to use his/her personal vehicle to carry out his/her job responsibilities, the Board shall acknowledge that the Employee is thereby acting as its agent for the purpose of determination of any liability and in accordance with the school board's liability policy.

### **7.22 SUMMER PROGRAMS**

If a summer program(s) exists, Employees of the system with the appropriate certification and/or qualifications, shall be offered the positions prior to the advertising and filling of positions by the general public. If the summer program(s) is/are administered by an agency other than the School Board, the Employee agrees to the program(s) salary and working conditions.

### **7.23 MEDICAL PROCEDURES**

No Bargaining Unit Member with the exception of the school nurses, shall be required to perform non-complex medical procedures without being trained in accordance with Act 760 of 1991, with amendments of Act 469 of 1992 and Bulletin 1909.

#### **7.24 TEMPORARY DUTY ELSEWHERE**

Upon prior approval by the Superintendent, leave with pay may be granted Employees to be temporarily away from their duties for the purpose of providing other educational services, participating in surveys, meetings, study courses and workshops, chaperoning student groups, or participating in other activities at the discretion of the Superintendent.

#### **7.25 PROBATION FOR NEW HIRES**

All non certified employees will be hired on a one year probation basis. After this one year, if the employee has a satisfactory attendance and evaluation he/she will be hired as a permanent employee. If the employee exhibited unsatisfactory attendance and/or performance evaluation he/she will not be hired permanently. An evaluation form for non-certified employees shall be included in contract as Appendix O if there is one being used.

## **ARTICLE 8**

### **EMERGENCY SCHOOL CLOSING**

#### **8.1 NOTIFICATION PROCEDURE**

When an emergency situation dictates a school closing, notification of the closing will be released for broadcast over appropriate local media sources by 5:00 A.M., when possible.

#### **8.2 SCHOOL CLOSING – LEAVE DAYS**

When the schools and school offices are officially closed by the Superintendent, no leave days previously arranged by an Employee will be deducted for such emergency days.

#### **8.3 INCLEMENT WEATHER – REPORTING FOR WORK**

A. Nothing in this article shall require any Employee to report to work in cases where inclement weather or other acts of God would present an immediate safety hazard to the Employee.

B. Absences shall be recorded as personal emergencies and be deducted from accumulated sick leave days. (See Article 7.1 of 7-A and 7-B for tardy policy.)

#### **8.4 BOMB THREAT PROCEDURE**

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

## **ARTICLE 9**

### **IN-SERVICE TRAINING**

#### **9.1 PLANNING**

In-service training for Employees is planned by the Superintendent and/or designee.

#### **9.2 DAYS PROVIDED**

At least one (1) in-service training day shall be conducted for all Employees annually. At least two (2) additional in-service training days will be conducted for all certified personnel.

#### **9.3 BASIS OF PLANNING**

In-service training shall be based on the expressed needs of the Employees and the school system , as identified by the assessment surveys distributed throughout departments.

## ARTICLE 10

### LEAVES

#### 10.1 SICK LEAVE

- A. All Bargaining Unit Members employed on the first day of each school year shall be credited with ten (10) school days to be used for personal illness and emergency leave.
- B. All Employees hired for eleven (11) and twelve (12) months shall be allowed eleven (11) and twelve (12) days absence per fiscal year respectively, for personal illness and/or emergency leave.
- C. All Bargaining Unit Members employed after the beginning of the school year, shall be credited with one (1) day per month of the remaining school/calendar year to be used for illness or emergency leave.
- D. However, upon initial employment, a member of the Bargaining Unit shall not be credited any sick and/or emergency leave unless and until he/she reports to work and actually performs work during that school/calendar year.
- E. Sick and/or emergency leave when not used in any year shall be accumulated without limitation.
- F. Each paycheck shall contain the number of used current and accrued sick leave days and hours.
- G. Any Bargaining Unit Member who is absent for six (6) or more consecutive days because of personal illness or other emergency, shall be required to present a certificate from a physician certifying such illness or the appropriate emergency documentation.
- H. Any Bargaining Unit Member who expects to be absent for six (6) or more consecutive days because of illness or disability, or other personal emergency shall give prior written notice to his/her immediate supervisor and the Director of Personnel whenever possible, which shall include a certificate from a physician certifying illness or disability, the probable or actual commencement date of the disability and expected duration thereof or the appropriate emergency documentation.
  - 1. In the event that the Employee cannot provide prior notice pursuant to Article 10 (H) of his/her sick leave, extended sick leave, or personal emergency leave in excess of six consecutive days, then the Employee shall provide such notice to his/her immediate supervisor and the Director of Personnel as soon as possible. The documentation related to this leave shall be provided to the Director of Personnel no later than five (5) days after the Employee absence.

I. In the event a certified Employee exhausts all current and accumulated sick leave, the Director of Personnel shall notify the Employee in writing. The certified Employee may request extended sick leave as permitted under LA R.S. 17:1202. Notification shall include, but not limited to, the date that the sick leave was exhausted, a notice to provide needed documentation to the central office with the appropriate timelines, notice that failure to provide this documentation within the timelines will result in a deduction in salary in the next regularly scheduled payroll check and any other information which the union and central office agree to include.

1. Emergencies for sick leave and extended sick leave shall only be for medical emergencies for dependents of the employee substantiated by a certificate from a physician certifying such medical emergency on the appropriate form. Dependents shall be limited to those individuals defined as dependents by the Internal Revenue Code and/or those individuals included in LA R.S. 17:1202. Form included as appendix N.

J. When an employee's absences are considered to be excessive the immediate supervisor shall meet with the employee in an attempt to solve the problem. The supervisor may require a certificate from a physician certifying illness for every sick day or portion thereof used after this meeting. All disciplinary action shall be for just cause and the employee shall be afforded due process.

K. If a non-certified employee exhausts all sick leave and emergency leave, the Principal/Site Supervisor shall provide written notification to the Employee. Absences beyond current and accumulated sick leave will be considered as days of unpaid leave. Excessive absences of this nature may result in disciplinary action, which shall only be for just cause and the employee shall be afforded due process.

## **10.2 PERSONAL AND PROFESSIONAL LEAVE**

### **A. PERSONAL LEAVE**

Members of the Bargaining Unit with days available in their current or accrued sick leave account shall be eligible to charge up to two (2) work days per school year for personal reasons with twenty-four (24) hours prior notice.

### **B. PROFESSIONAL LEAVE**

1. Any employee who wishes to be absent from his/her regular assigned duties for professional purposes shall make such written requests through his/her principal/site supervisor to the Superintendent at least one (1) week in advance. If so approved, such absence shall be without loss of pay or leave. If requested, verification of such professional activity shall be provided. This does not include college courses which would require the employee to miss work time for attendance.

2. Ancillary personnel who must earn continuing education credits (CEU) to maintain a license/certificate required by their job description shall be allowed sufficient leave time, as determined by the immediate supervisor and approved by the Superintendent, to fulfill these requirements.
3. When mutually agreed to by the certified employee and the principal/site supervisor, all certified personnel shall be allowed to participate in learning experiences/environments outside of their typical worksite to fulfill their professional development/growth plan.

### **10.3 ACCIDENT OR INJURY LEAVE**

- A. Any employee who suffers an injury incurred while on duty shall report the injury immediately to his/her immediate supervisor/principal in accordance with LA. Revised Statutes 23:1224.
- B. Employees on duty incurring an injury not meeting the criteria of “injury leave” under LA R.S. 17:1206 (B) will receive Workers’ Compensation benefits according to the State law. Employees’ compensation rate shall in no instance exceed the statutory benefit limits provided by the LA. Workers’ Compensation Law. (See LA. R.S. 17:1201)
- C. The Board will maintain the Employee’s insurance coverage contingent upon payroll deductions for such coverage as long as the Employee is employed.
- D. Injured Employees will return to duty as soon as they are able to assume their duties.
- E. Any Bargaining Unit Member who is injured or disabled while acting in his/her official capacity shall be entitled to weekly wage benefits under the Workers’ Compensation Law of the State of Louisiana and/or to sick leave benefits, at his/her option, but in no event shall such benefits exceed the total amount of the regular salary the member was receiving at the time the injury or disability occurred. When the member supplements Workers’ Compensation with accumulated sick/emergency leave, the amount of leave shall be calculated on an hourly basis.

### **10.4 ADDITIONAL PAID LEAVES**

#### **A. VACATION LEAVE**

1. Bargaining Unit Members who work a twelve (12) month fiscal year shall earn paid vacation days. Vacation leave shall be earned on a prorated monthly basis per fiscal year.

2. Vacation time shall be computed on the basis of the following schedule:

<u>Years of Service</u>	<u>Vacation Leave</u>
Less than 5 years	10 Days
5 years but less than 9 years	14 days
9 years but less and 14 years	18 days
14 years or more	20 days

Individuals who become 12-month employees after the start of the fiscal year will earn vacation leave based on the percentage of the work year remaining at the time of employment.

3. Employees must request vacation leave in writing ten (10) days prior to the effective leave. Vacation leave shall be granted unless work demands prohibit such. If vacation leave is denied, the employee shall be allowed to reschedule within that fiscal year. Employees with the greatest seniority shall be granted his/her preferred vacation date(s) if possible. An Employee shall be allowed to take all of his/her earned vacation leave in a fiscal year.
4. Employees currently earning vacation days greater than those listed above shall have their accrued number of vacation days maintained at the current level until the schedule equals or exceeds the current accrual.
5. Employees may carry over up to ten (10) unused vacation days from one fiscal year to the next. An employee can only accumulate up to twenty five vacation days. Upon severance of employment the employee is entitled to be paid for their accumulated unused vacation days, up to the maximum of twenty five days, with the exception of employees that accumulated vacation days prior to July 1, 2006.
6. With exception of the 10 days carried over up to a maximum of 25 days, all earned vacation days shall be taken during the fiscal year.

#### B. BEREAVEMENT LEAVE

Bargaining Unit Members shall be granted a leave of three (3) additional work days within five (5) days of notification of a death in the immediate family or three (3) work days which coincide with the funeral/services. The "immediate family" shall be interpreted to mean: parents, brother, sister, spouse, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild, legal guardian/dependent. If requested, verification of the death shall be provided. An additional day for bereavement may be taken and charged to vacation/sick or personal days as long as it is consistent with this section.

### C. JURY DUTY AND OTHER RELATED APPEARANCES

1. Any Employee absent by reason of serving on a jury shall notify his/her principal/supervisor immediately upon receiving notice of the required absence. The Employee shall learn of excusal from jury, if provisions are available to learn of excusal. In such case, he/she is obligated to report to work. The Employee shall receive full pay and benefits for the period of the required absence.
2. Any monies received for such jury service (other than reimbursement for meals and travel expenses) shall be remitted to the School Board.
3. An Employee absent by subpoena to serve as a witness in court proceedings including depositions shall report such to his/her principal/supervisor stating the exact period of absence and whether or not he/she has any personal or financial interest in the legal proceedings. If it is determined that the Employee has a personal/financial interest, the absence shall be charged to current sick and/or emergency leave. If it is determined that the Employee has no personal/financial interests, the absence shall be officially excused.

### D. ASSAULT AND BATTERY LEAVE

1. Any Employee who is injured and disabled while acting in his/her official capacity as a result of assault/battery by any student or person shall receive assault/battery leave as defined under LA R.S. 1206 1(A) without reduction in pay and/or benefits and accrued sick leave days while incapacitated as a result of such assault and battery.
2. The Employee shall be required to present a certificate from a physician certifying such injury and incapacitation and comply with all other provisions of LA. Revised Statutes 17:1201 or 17:1206.1 whichever is applicable.

### E. SABBATICAL LEAVE

(Certified) Members of the teaching staff shall be eligible for sabbatical leave for the purposes of professional or cultural improvement, or for medical purposes for the two semesters immediately following any twelve (12) or more consecutive semesters of active service in the Parish, or for the one semester immediately following any six (6) or more consecutive semesters of service. At no time during the school year shall the number of persons on sabbatical leave exceed five percent (5%) of the total teachers employed in the given parish: in cases of medical leave this limit of five percent (5%) may be exceeded.

1. Eligibility
  - a. Active service accumulated towards sabbatical shall not be deemed to be interrupted by any of the following:
    - (1) Absence for sick leave
    - (2) Absence for maternity provided that such leave shall be for the period of disability occasioned by pregnancy or childbirth.

- (3) Absence on involuntary military service or military leave.
- b. Applicants shall not have received a sabbatical leave during the six (6) school semesters immediately preceding application.
- c. Employees employed under a license, temporary or emergency certificate, shall not be granted a sabbatical leave.

## 2. Application

- a. Application for leave under this section shall be submitted on the appropriate Board forms and sent by registered mail to the Superintendent at least sixty (60) days preceding the beginning of the semester of the school year for which the sabbatical leave has been requested, except that where a teacher has become sick during a semester and requested sabbatical leave for the purpose of recuperating from such sickness, it shall be sufficient if the application is mailed thirty (30) days before the date upon which the requested leave is to commence.
- b. The Superintendent shall inform the teacher of the approval or denial of such leave at least thirty (30) days preceding the beginning of the semester of the school year for which the leave is requested, except that, whereas a teacher has become sick during a semester and has requested sabbatical leave for the purpose of recuperating from such illness, the Superintendent shall inform the teacher of the approval or denial of such leave as soon as possible.
- c. The application shall be accomplished by a plan for utilization of such leave and such other information as shall be required by the Superintendent.
- d. Preference shall be given to the applicant who has rendered service in the school system for the greatest total number of semesters.
- e. Where any two applicants rank equally in point of continuous service, preference shall be given to the applicant whose date of birth is earlier.

## 3. Other Provisions

All provisions of LA. Revised Statutes: 7:1171 through 17:1184 shall be adhered to:

- a. Any personal granted sabbatical leave shall be paid 65% of the salary he/she would have received during such leave at the time the leave begins.
- b. The Employee on sabbatical leave shall continue to receive the same fringe benefits as received while in active service, contingent upon the same payroll deductions.
- c. Payroll checks shall be mailed on or before the regular pay days to an address filed with the business office.
- d. Service on sabbatical leave shall count as active service for the purpose of retirement and contributions to the retirement fund shall be continued.
- e. A teacher on sabbatical leave may accept other employment, only according to limitations as prescribed by applicable Louisiana laws. Violation of this provision will be dealt with as prescribed by state statutes. The Board may determine whether these duties are interfering with the purpose for which the leave is granted, and if so, the leave may be cancelled.

#### 4. General Provisions

- a. Each recipient shall agree to return to service in the school parish upon termination of the sabbatical leave and to continue in such service for a period equivalent to the sabbatical leave used.
  - (1) Should a person taking sabbatical leave fail to return to service in the parish as stated above, or to return for any other reason other than incapacitating illness, as certified by two (2) physicians or retirement, that person shall forfeit all compensation received during the leave period.
  - (2) No person who, upon the expiration of his sabbatical leave, immediately begins employment with a state-operated educational agency, city or parish school board, department, school, college or university instead of returning to the school system which granted him such leave, shall be required to forfeit that portion of compensation paid to him by the state while he was on such leave. However, such person shall be required to reimburse the school system which granted leave.
  - (3) Any person who fails to comply with the procedures cited above may have his/her leave terminated by the Superintendent at any time, except where non-compliance is due to conditions which would have constituted sufficient grounds for failing to perform his/her duties had he/she been in active service.
- b. The recipient of sabbatical leave shall advance on the salary schedule as if regularly employed and shall be reassigned to his/her former position upon return from leave.
- c. The contractual continued service status of an Employee shall not be affected because of absence while on a sabbatical leave as provided herein.
- d. Applicable state laws shall always control the provisions of this article.

### **10.5 NON-PAID LEAVES OF ABSENCE**

#### **A. PROCEDURES AND DURATION**

1. The Board may grant leaves of absence, without pay, for periods not exceeding one (1) school year, to employees who request such leave in writing, whenever in the discretion of the Board such leave is in the best interests of the public school system
2. Seniority shall not accumulate during non-paid leaves, however, any tenure rights shall not be affected.
3. Except in the case of leave according to the family and medical leave act (FMLA), employees who have not yet completed a probationary period of three (3) years will not be considered for a non-paid leave.

4. An Employee returning from a non-paid leave of absence shall be returned to his/her former position or its equivalent. An employee returning from non-paid leave of absence shall be returned to his/her former salary level.

## B. MILITARY LEAVE

The Board shall grant non-paid leaves of absences to regularly employed Bargaining Unit Members serving in the military service or in the armed forces for a period dating from induction, enlistment, enrollment or call to service.

## C. ASSOCIATION STATEWIDE OFFICE

The Board shall grant a leave of absence, without pay, to any regularly employed teacher or other Employee who is a president of a statewide professional education organization with a membership of more than ten thousand members, during his/her term of office, not to exceed two years. The granting of such leave shall not affect any tenure rights which may have been previously acquired.

## D. FAMILY AND MEDICAL LEAVE

1. Conditions and Procedures for Leaves
  - (a) The Employer shall grant a family and medical leave of absence without pay to any Employee, who has been employed by the school board for one (1) or more years, and submits a written request for such leave. At the option of the employee, the employee has a choice to exhaust all of his/her sick leave before taking unpaid family and medical leave.
  - (b) The effective date of this leave shall be established by the Employee.
2. Length of Leave
  - (a) This leave shall not be for more than twelve (12) weeks with continued benefits. The employee can request an additional twelve (12) weeks without continued benefits.
3. Conditions and Benefits Retained Upon Reinstatement
  - (a) All accumulated benefits and rights of employment previously gained shall be retained upon return.
  - (b) The Bargaining Unit Member may terminate the leave in the event of death of said family member and provided that he/she is physically able to perform her teaching/work responsibilities.

## E. CONTINUATION OF INSURANCE

While on approved leave without pay, an Employee may elect to continue any or all Board insurance coverages by submitting to the Central Office on prepaid monthly basis the full employee and employer share of the premium for such selected coverages.

## **ARTICLE 11**

### **SICK LEAVE BANK**

**11.1** The Board and the Association recognize the need for an available pool of sick leave days. Eligible Employees having experienced personal illness or injuries may draw sick leave days from the Sick Leave Bank as follows:

A. Eligibility – To be eligible for participation in the Sick Leave Bank, an Employee must voluntarily contribute one (1) day of accrued sick leave to the Bank per school year. This Bank will not be deemed operable until the bank has accumulated 300 days upon creation.

B. Should the number of days in the Bank fall below three hundred (300), each participating member shall contribute one (1) more day. All days donated are irretrievable. Unused days remaining at the end of the fiscal year shall be carried over to the next fiscal year.

C. Should the number of days in the bank go beyond two thousand (2,000) days, members will not be required to make further contributions until the level of days in the bank is depleted to three hundred (300).

### **11.2 ADMINISTRATION**

A. Upon completion of accrued sick and personal leave days, an eligible Employee may make application to the Sick Leave Bank Committee for withdrawal of days.

B. Application may be made in increments of no more than thirty (30) days, not to exceed a total of ninety (90) days per member.

C. Quarterly reports on the status of the Sick Leave Bank shall be submitted to the Board, the Association, and in response to written requests from members of the bank.

### **11.3 PROCEDURE FOR USE OF SICK LEAVE BANK**

A. Applications to the Sick Leave Bank Committee shall be in writing and accompanied by a physician's statement describing the illness or injury and anticipated date of return to work. The Sick Leave Bank Committee will review all applications for withdrawal of days. The decision of the Committee shall be final and binding and not subject to the grievance procedure.

B. Employees on leave of absence other than sick leave are not eligible to participate in the bank. The committee reserves the right to terminate the Sick Leave Bank at the end of any year.

#### **11.4 GOVERNING COMMITTEE**

The Sick Leave Bank Committee shall consist of two (2) members appointed by the Board and three (3) members appointed by the Association. The Committee shall choose a chairperson. Should the Sick Leave Bank be disbanded for any reason, the Sick Leave Bank Committee shall make determination of disbursement of remaining days left in the Bank.

#### **11.5 SICK LEAVE BANK FORM**

A. The Sick Leave Bank Committee shall jointly develop a form for employees to indicate their voluntary contribution of one day per school year to be a member of the Bank.

B. Each employee shall be given the form to fill out at the beginning of the school year. Thereafter, new employees shall be asked to fill out a preference form upon the confirmation of employment in the parish.

## **ARTICLE 12**

### **EMPLOYEE EVALUATION**

#### **12.1 EVALUATION COMMITTEE**

A committee on Personnel Evaluation, consisting of five (5) Bargaining Unit Members appointed by the Association and five (5) representatives appointed by the Superintendent, shall be established. The committee must represent the general racial and/or ethnic make-up of the school community. The purpose of the committee will be to annually review and offer recommendations for revision, if necessary, of the St. John Personnel Evaluation Plan.

#### **12.2 FULL KNOWLEDGE OF OBSERVATIONS**

All monitoring or observation of the work of each Employee shall be conducted in person and with the full knowledge of the Employee.

#### **12.3 NOTIFICATION OF EVALUATION PROCESS**

Prior to September 30 of each school year, the building principal or immediate supervisor shall have a conference with Employee(s) being evaluated for the purpose of informing them of the evaluation procedures, standards, and instruments to be used, as well as who will observe and evaluate his/her performance.

New Employees or an Employee reassigned after the beginning of the school term, shall be notified by the building principal or immediate supervisor of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in the new assignment.

#### **12.4 PURPOSE OF EVALUATIONS**

The primary purpose of Employee evaluation shall be improvement of employment skills and all evaluations shall be conducted in good faith to this end in accordance with the provisions of this Agreement.

#### **12.5 PROCEDURAL BAR TO EVALUATIONS**

No evaluation shall take place until the above orientations have taken place.

#### **12.6 UNIFORMITY OF EVALUATIONS**

The criteria and procedures shall be applied uniformly throughout the District and any deviations from them shall be basis for a grievance, but not subject by arbitration.

## **12.7 POST-EVALUATION CONFERENCE AND PROCEDURE**

All evaluations shall be reduced to writing and a copy given to the Employee within five (5) work days of the evaluation. The Employee and the supervisor shall mutually agree to a conference to discuss the evaluation within five (5) work days after the Employee has received the evaluation. If the Employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.

Employees who have been evaluated as “Needs Improvement” or “Unsatisfactory” will be required to participate in the approved professional assistance programs and the results of the assistance efforts will be determined by the evaluator or other supervisory personnel. Documentation must exist to justify any conclusions reached.

Interim conferences to discuss any progress being made, as well as any other information necessary to assure success of the professional assistance efforts, is encouraged and should be utilized by the evaluatee.

The professional assistance plan(s) for the evaluatee shall be designed by the appropriate evaluator and/or by a person or persons designated by the Superintendent.

## **12.8 EMPLOYEE’S RIGHT TO RESPOND**

Following the post-formal evaluation conference, the Employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the Employee’s signature be construed to mean that he/she necessarily agrees with the contents of the evaluation, only that they have been discussed. An Employee may submit additional comments to the written evaluation if he/she so desires. All written evaluations and the Employee’s comments are to be placed in the Employee’s personnel file. A copy of the response will be provided to the immediate supervisor.

## **12.9 RECOMMENDATIONS**

Prior to April 15 of the school term, the building principal or immediate supervisor shall complete a written evaluation report and make recommendations to the Superintendent for each Employee. A copy shall be furnished to the Employee. The reports shall not contain information which has not previously been known to and discussed with the Employee.

## **ARTICLE 13**

### **PERSONNEL FILE**

#### **13.1 CONDITIONS AND PROCEDURES**

- A. Personnel Files – Each Employee’s personnel file shall be maintained in the Central Administration Office.
- B. A member of the Bargaining Unit shall be provided a copy of any materials, other than those resulting from routine recordkeeping, that will be placed in his/her personnel file which reflect adversely upon the Employee’s competency, skill, or other professional attributes.
- C. Anonymous letters shall not be included in any Employee’s personnel file.
- D. All grievance documentation shall be filed separately from the personnel file.

#### **13.2 RIGHT TO RESPOND TO MATERIALS IN FILE**

- A. Employees may submit appropriate material to be included in the Central Administration files and may also prepare and attach a written response to any material contained in the file. Any rebuttal and response to a document placed in an Employee’s personnel file shall be filed by the Employee within fifteen (15) school days from the date on which the Employee signs the document acknowledging its receipt.
- B. The Employee may be granted an additional ten school days for the filing of the rebuttal and response, provided the school Employee requests such an extension in writing addressed to the personnel custodian within the original fifteen-day period. The personnel file custodian’s consent to the ten-day extension of time shall not be unreasonably withheld.
- C. The rebuttal and response shall be deemed filed by the delivery of the original and one copy of the rebuttal and response to the personnel file custodian. The personnel file custodian shall then sign and date the original rebuttal and response and file the same in the school Employee’s personnel file. The personnel file custodian shall also sign and date a copy of the rebuttal and response and return the same to the school Employee.

#### **13.3 RIGHT TO EXAMINE FILE**

Employees have the right to examine his/her personnel file and to have a representative of the Association accompany said Employee. Each file shall contain a record access listing of the date and persons who have reviewed it.

### **13.4 RIGHT TO REPRODUCE MATERIALS IN FILE**

Employees shall be permitted to reproduce, at reasonable and customary expense, materials in the Central Administration files.

### **13.5 RIGHT TO GRIEVE MATERIAL IN FILE**

The accuracy of file materials may be challenged through the grievance procedure.

### **13.6 ACCESS TO PERSONNEL FILES**

A. The Association must first secure written permission from an Employee as indicated on the grievance form, or through other written permission, before the Personnel Department may release to the Association information from, or permit access to, the Employee's personnel file.

B. Employees shall have access to their personnel file in accordance with LA Revised Statutes 17:1237.

## **ARTICLE 14**

### **JOINT SCHOOL-COMMUNITY COUNCIL**

#### **14.1 PHILOSOPHY**

The Board and the Association recognize that the school district encompasses several communities of diverse composition. It is further recognized that such diversity has and will present problems in human relations. Such problems frequently are most obvious in their adverse affect upon the educational program of the school district. The Board and the Association therefore recommend that an Individual School-Community Council or Parent-Teachers Association be formed at each school.

#### **14.2 INDIVIDUAL SCHOOL-COMMUNITY COUNCIL/PARENT-TEACHER ASSOCIATION**

It is envisioned that this Council/Association serve as an advisory committee to the administration, making recommendations which would include budgetary considerations, student discipline, extra-curricular activities and fundraisers.

#### **14.3 COMPOSITION – INDIVIDUAL SCHOOL-COMMUNITY COUNCIL/PARENT-TEACHER ASSOCIATION**

The Board and the Association further recommend that each Individual School-Community Council/Association be composed of the following representatives:

- A. Bargaining Unit Members who are: (a) parents; and/or (b) Employees within the building
- B. Parents of students enrolled at the building
- C. Administrator(s) of the building
- D. Student(s) enrolled at the building
- E. Community representative(s)

Every effort will be made to involve persons who reflect the multi-ethnic composition of the community.

The individual school community shall determine the size and the representative distribution of the committee. Each category listed above shall select their representative(s) to the Council/Association.

## **ARTICLE 15**

### **CURRICULUM AND INSTRUCTION**

#### **15.1 PHILOSOPHY**

The parish's educational program shall ensure each student an equal opportunity to develop to his/her maximum. Decisions in the parish shall address this philosophy. It is recognized by the parties that the Board is responsible under State law and State Department regulations for setting the standards of service in the curriculum and instruction provided students. It is the responsibility of the teachers to address the needs of all students.

#### **15.2 INSTRUCTIONAL MATERIALS CENTER**

The Board and the Association recognize the importance of employee reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall establish, maintain and provide for the continued improvement of a professional instructional materials center.

#### **15.3 MINORITY AND WOMEN'S GROUP COURSE**

All students should be encouraged to enroll in a course of study that includes the roles and contributions of minority and women's groups to the historical, scientific and social development of the United States.

#### **15.4 INDIVIDUALIZED INSTRUCTION**

Each teacher shall teach the skills and competencies found in state curriculum guides and help each student obtain an education to the limits of his/her capacities. Planning by teachers shall reflect the use of state curriculum guides, if provided.

#### **15.5 COMMITTEE FOR CURRICULUM DEVELOPMENT**

- A. There shall be created a committee for Curriculum Development.
- B. Curriculum is defined to include any program of study which is carried on by the Parish.
- C. The responsibilities of the Committee shall include:
  1. Review and continuous improvement of curriculum
    - a. To review programs now in operation
    - b. To identify problems relating to curriculum development
    - c. To stimulate studies and research
    - d. To assist in finding consultant help when needed

- e. To make recommendations based upon the results of study and research
- f. To make recommendations on the adoption of textbooks, library books, and other instructional materials
- 2. To provide an additional means of communication among the Employees on matters relating to curriculum
- 3. To serve as a representative group for preliminary screening of projects or proposals of individuals or employee groups, and to seek general employee support for accepted proposals or projects
- 4. To provide an additional means of coordinating curriculum
- 5. To study the feasibility of creating a district-wide media resource center
- 6. To review and make recommendations on all changes in curriculum before such changes are adopted

C. The Curriculum Review Committee shall consist of three teachers, two administrators, one parent/community member, and one board member.

### **15.6 RELEASED TIME FOR PARTICIPATION**

Any Employee selected to serve on committees formed by the Board/Superintendent shall be afforded released time if said committee meetings are at the time of regular duties.

## **ARTICLE 16**

### **SELECTION AND ADOPTION OF TEXTBOOKS, LIBRARY BOOKS, AND OTHER INSTRUCTIONAL MATERIALS**

#### **16.1 PHILOSOPHY**

The Board and the Association recognize that teachers should be involved in the selection of textbooks, library materials, media resources and instructional materials.

#### **16.2 MATERIALS – SELECTION REFLECTS SOCIETY**

The Board and the Association recognize that textbooks, library books and other instructional materials in subject areas and at grade levels should be selected which show the cultural diversity and pluralistic nature of American society and reflect recent authoritative scholarship on the history and contributions of various racial, ethnic, and feminine and religious groups.

#### **16.3 MATERIALS – CURRENT**

The Board and the Association recognize that in today's society, because of the rapid accumulation of knowledge, it is critical to have textbooks, library books and other instructional materials which are current.

## **ARTICLE 17**

### **ACADEMIC FREEDOM**

Both the Employer and Association recognize the importance of seeking to inspire students to develop respect for truth, individual freedom, social responsibility, the democratic tradition and an appreciation of individual personalities. They pledge to work together to create and preserve an atmosphere which is least restrictive for teacher and student.

Teachers shall balance the least restrictive atmosphere with the responsibility to teach the basic curriculum they are assigned to teach.

Teachers are encouraged to expand concepts through the use of supplementary materials and innovative approaches to instruction.

The Bargaining Unit Member in a least restrictive atmosphere, may interpret and use writings of others and educational research with intellectual honesty and in an objective manner, being cognizant of the intellectual maturity of students in instructional presentations.

## **ARTICLE 18**

### **STUDENT TEACHING PROGRAM ASSISTANCE**

#### **18.1 SUPERVISING TEACHER REQUIREMENTS**

A supervising teacher shall comply with all BESE guidelines for supervising teachers. Acceptance of student teacher supervision shall be voluntary.

Assignment of student teachers is to be made by the Superintendent in cooperation with the college supervisor and the building administrator, and with the approval of the supervising teacher. In all such assignments, the supervising teacher retains responsibility for his/her class.

#### **18.2 SUPERVISING TEACHER – COOPERATION WITH COLLEGE OR UNIVERSITY**

A supervising teacher shall work directly with the college or university program coordinator.

#### **18.3 ASSOCIATION COOPERATION**

The Association agrees to provide student teachers with appropriate information for professional growth.

#### **18.4 BOARD INFORMATION**

The Board agrees to provide student teachers with a copy of the most recent texts, guides, building policies, if available and if appropriate.

#### **18.5 SUPERVISING - TEACHER REMUNERATION**

Remuneration for supervising a student teacher, if available, is the responsibility of the college or university.

#### **18.6 STUDENT TEACHERS AS SUBSTITUTES**

University guidelines will be followed concerning student teachers as substitutes.

## **ARTICLE 19**

### **PUPIL DISCIPLINE**

#### **19.1 DEFINITION**

Student discipline, as used herein, shall mean the expectation and enforcement of a reasonable standard of orderly student behavior to permit effectuation of the educational program.

#### **19.2 BOARD SUPPORT AND ASSISTANCE**

A. The Board recognizes its responsibility to give all reasonable support and assistance to Employees with respect to the maintenance of control and discipline in the classroom. Both the Board and the Association recognize that it is the teacher's responsibility to maintain discipline and a climate conducive to effective instruction in the classroom. The Board recognizes also that the teacher's authority in his/her classroom is undermined when pupils discover he/she has little or no administrative backing in discipline; therefore, teachers shall receive the full support of the principal and central administration in actions taken by them pertaining to discipline, provided they act in accordance with Board policy and Louisiana State Law.

B. Prior to students' reporting each year, the principal will distribute and orientate all staff to the student discipline policy in preparation for student orientation.

C. Within the first two weeks of the school year, the principal will designate a time during which teachers will discuss and explain discipline and dress codes for the St. John Public Schools to their class.

D. Teachers shall be made aware of students who are convicted felons that are assigned to their classes per the revised statutes.

#### **19.3 PROCEDURES FOR SUSPENSION AND EXPULSION**

A. Procedures for suspension and expulsion of pupils from school shall be distributed to students, parents and Employees annually.

##### **B. Assault/Battery Procedures**

1. The employee(s) who was/were involved in the alleged assault/battery, shall be notified at least twenty-four (24) hours prior to the hearing as to the date, time, and location of the expulsion hearing and shall be invited, but not required to attend.

2. The employee may present testimony if he/she chooses.

3. When the assault/battery is witnessed by other adults, the person witnessing the assault/battery shall be allowed to attend the expulsion hearing or submit a written, signed statement.
4. Teachers and witnesses employed by the Board who attend expulsion hearings shall not suffer a loss of pay or any current or accrued sick, personal, and/or emergency leave. Such persons shall be classified as absent due to official school business.
5. If the hearing officer concludes that the Employee provoked the battery, the hearing officer shall not disclose this conclusion verbally in the presence of the student/parent, nor shall the hearing officer in any way reprimand or criticize the Employee in the presence of the student/parent.

#### **19.4 DISCIPLINE PROCEDUES**

Although the Board and the Association recognize that the teacher has the responsibility for the maintenance of discipline within his/her classroom, the Board also recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom.

- A. Sending a student to the office shall be the last resort towards achieving effective discipline in the classroom. An Employee may immediately send a student to the office when the seriousness of the offense, the persistence of an inappropriate behavior, or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable.
- B. Each referral of a student to the office for inappropriate behavior shall be accompanied by an explanation in writing, including a description of all prior corrective action taken by the teacher. Except in cases where the student's behavior causes possible harm to others, the Employee can first remove the student(s) and send the written explanation to the office in an expeditious manner.
- C. The building principal or his/her designee shall take appropriate action to solve the discipline problem. Should his/her decision include the re-admittance of the pupil to class, the Employee shall be notified in writing in an expeditious manner of the conditions under which re-admittance is granted.
- D. If the disobedience or misconduct continues or the conditions for re-admittance are not met, the student shall be referred to the principal for further processing.

#### **19.5 SPECIAL NEEDS PROCEDURE**

Whenever it appears that a particular pupil requires the attention of special employees, special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to assist the Employee with respect to such pupils.

## **19.6 BEHAVIORAL PROBLEMS – RESOLUTIONS**

When an Employee has one or more students in a class who have been identified as having a behavioral problem, and when such students' behavior disrupts the learning environment, appropriate recognition shall be given by conferring with the parties.

## **19.7 DISCIPLINE/SAFETY COMMITTEE**

The structure of the committee shall be in accordance with state law.

## **ARTICLE 20**

### **DISCIPLINE OR DISMISSAL**

#### **20.1 JUST CAUSE DISCIPLINE**

A. No Bargaining Unit Member shall be disciplined except for just cause.

B. Discipline will be in the form of discharge, demotion, suspension, written reprimand or oral reprimand. If a member of the Bargaining Unit is discharged, demoted, suspended or given a written reprimand, such person shall be given written reason(s) for such action.

#### **20.2 JUST CAUSE PROCEDURE**

No Bargaining Unit Member shall be discharged, demoted, suspended without pay or given a written reprimand without first being afforded a due process hearing.

#### **20.3 SUSPENSION**

An Employee may be suspended with pay, fringe benefits and all other benefits provided by the contract for a maximum of thirty (30) days, pending the investigation and determination of any disciplinary action. After 30 days the suspension will be without pay. If after the investigation the employee is cleared of the charges all pay and benefits will be reinstated from the time the employee was suspended without pay.

#### **20.4 REPRESENTATION AT DISCIPLINE MEETINGS**

In the event an administrator/supervisor requires an Employee to attend a meeting for the purpose of disciplining said Employee, upon request, the Employee may have an Association Representative present.

#### **20.5 DISMISSAL PROCEDURES**

All situations involving removal of an Employee shall be in accordance with the requirements of the applicable laws of the state of Louisiana and all tenets of due process procedures.

## **ARTICLE 21**

### **MAINTENANCE OF STANDARDS**

#### **21.1 MAINTENANCE OF STANDARDS**

Any previously adopted written policy, written practice, written rule or regulation extant which relates to wages, hours, terms or conditions of employment which is not superseded by this Agreement will not be discontinued or changed except by official adoption by the Board, and only after the Board negotiates the impact with the Association.

Nothing in this Agreement shall be interpreted or applied to reduce for any Bargaining Unit Member any condition of employment previously enjoyed.

## **ARTICLE 22**

### **SENIORITY**

#### **22.1 DEFINITIONS OF SENIOIRITY**

System seniority is the length of the Employee's service (within the Bargaining Unit) starting with the first day on which duties are performed.

#### **22.2 MAINTAINING AND POSTING OF SENIORITY LISTS**

The Board shall prepare, maintain and post seniority lists within areas of certification and/or job classification. Seniority list(s) shall be posted in all appropriate work locations by November 1<sup>st</sup> and by April 15<sup>th</sup>, annually.

Upon written requests, the Board shall provide the Association a seniority list(s) with areas of certification and/or job classification.

#### **22.3 JOB CLASSIFICATIONS**

For the purpose of this Agreement, all Bargaining Unit Members shall be placed in one of the job classifications as listed in Article One (1).

#### **22.4 LOSS OF SENIORITY**

For the purpose of defining seniority, an Employee's continuous service record shall be broken by resignation/retirement or termination.

#### **22.5 APPLICABLE STATUTES AND REGULATIONS**

State and Federal statutes and regulations shall be observed where applicable for specially funded programs. Except where prohibited by law or regulation, all Bargaining Unit Members shall receive seniority rights as provided in this Agreement.

## **ARTICLE 23**

### **REDUCTION IN FORCE**

#### **23.1 LAYOFF FOR CAUSE**

When conditions, such as significant enrollment decline, the loss of federal or special state funds, the discontinuance of special programs or projects, deficit general fund balance, or school district consolidation necessitates a reduction in force greater than what can be accomplished through attrition and appropriate reassignments, the St. John the Baptist Parish School Board to accomplish the reduction in force shall utilize the following procedures:

- A. All possible alternatives to layoffs of Employees will be explored and used prior to implementation of the reduction-in-force.
- B. Reduction in force will be made on a system-wide basis in categories of Employees, and not on a building-by-building basis.
- C. In areas where there is an insufficient number of personnel currently employed as regular, contractual Employees, appropriately certified to meet the needs of the school system, attempts will be made to find the needed personnel from those scheduled for layoffs, provided that such personnel can obtain temporary certification and are willing to take the courses necessary to become fully certified in the areas of need in compliance with the Board of Elementary and Secondary Education.
- D. Employees who are not giving satisfactory service will be separated by other authorized methods rather than by layoff or reduction in force. All Employees in receipt of any adverse personnel action will be afforded procedural safeguards and due process.

#### **23.2 CERTIFIED TEACHING PERSONNEL**

When reduction in force is necessary in the teaching and other certified personnel categories, the first layoffs will be made from personnel who have been employed as substitutes. If further reduction in force is necessary, the School Board will then consider layoffs among regular or permanent contract teachers and other certified personnel. Non-tenured personnel will be considered for layoffs before considering tenured Employees.

No new positions will be filled until all personnel on the reduction-in-force list have been recalled except if the person on the list is not certified for the vacancy. If a certified applicant is not available for the vacancy, personnel on the recall list shall be offered the position provided that such personnel can obtain temporary certification and are willing to take the courses necessary to become fully certified in the area of need in compliance with the guidelines of the State Board of Elementary and Secondary Education.

Layoff of teachers and other certificated personnel in permanent non-tenured and tenured categories will be based on the following criteria:

- A. Seniority and highly qualified status (if applicable) will determine reduction in force. The Association and the administration will meet, discuss and mutually agree on how the decision will be derived in such cases of reduction of force, as applied to this policy.
- B. Once categories for layoff have been determined, seniority defined as the total contractual teaching and/or administrative experience in the St. John the Baptist Parish School System, including breaks for approved leaves, will be the determining factor: That is, teachers with the least seniority in the St. John the Baptist Parish School System will be the first to be laid off. Seniority shall accrue on the first day on which duties are performed.
- C. Area of certification: That is, persons not certified to teach in a particular area will be laid off before those who are properly certified.
- D. Academic preparation, including majors and minors in subject area, grade levels or administrative areas, education degrees and additional units of college or university credit: That is, where the teachers have equal seniority and certification, those with the lowest amount of academic preparation will be laid off first.
- E. Total years of teaching experience: When all the above factors are equal, people with the least teaching experience, including service in other parishes and states will be laid off first.

### **23.3 NON-CERTIFIED PERSONNEL**

Reduction-in-force of non-certified personnel will be based on the following criteria:

- A. Seniority in the St. John the Baptist Parish School System in present classification, including breaks for approved leave for that job description. Seniority begins to accrue on the first day on which duties are performed.
- B. In the event of equal seniority in the job classification, the following shall be used to determine the persons to be laid off: Total years of experience in the system.

### **23.4 NOTIFICATION**

- A. If the Board is considering the layoff of any Employee, it will notify the Association at least twenty (20) days prior to the expected date of layoffs. Such notices shall be in writing and will include the specific positions to be affected, the proposed time schedule, the reason for the proposed action, and financial data used as the basis for determining the layoffs.

B. Employees to be laid off will be notified by certified mail concurrently with notification to the Association. Such notice will include the proposed time schedule and the reason for the proposed action.

### **23.5 EMPLOYEE RIGHTS**

An Employee who is notified of layoff will have the right to:

1. Displace any less senior Employee whose work he/she is certified to perform; or
2. Be transferred to a vacant position if certified or transferred Employee can obtain temporary certification and is willing to become fully certified for positions as mandated by the Board of Elementary and Secondary Education.

### **23.6 RECALL**

A. Employees receiving notification of layoff shall be eligible for recall up to three (3) school years after receiving the layoff.

B. If there is a vacancy, laid off Employees who are certified to perform the work in question will be recalled in the order of the person with the most seniority being recalled first in that job classification.

C. All positions of substitute (day-to-day) teachers shall be offered to Employees on recall, in rotating alphabetical order, before any other person is offered such a position. Non-certified personnel who have been laid off, must meet the minimum requirements for the substitute teacher training program.

During the period of eligibility for recall an Employee may, if he/she elects to do so, be assigned as a temporary or day-to-day substitute to any position. All temporary or day-by-day substitute positions shall be offered to laid-off employees before any other person is offered such a position.

If a vacancy exists in any job classification where there is no Bargaining Unit Member on lay-off, (the most senior qualified laid-off Employee shall be given the opportunity to fill that position.) (The recalled Employee shall be placed on the appropriate step of the salary schedule for that position based on the grade of the position and the seniority of the Employee.) Bargaining Unit Members shall not lose their placement on the recall list if they accept or reject a position to a lower job classification.

D. Laid-off Employees may continue on the district health insurance by paying 100% of the cost on a monthly basis by making timely payments in advance.

E. Sick leave, credit toward sabbatical, and tenure rights shall be maintained. While on lay-off, a Bargaining Unit Member does not accrue service credit for the purpose of salary increments or seniority but maintains previously accrued seniority.

F. Notice of recall will be given to the Employees by telegram or registered mail to the last address given to the Board by the Employee. If the Employee fails to respond to the recall within ten (10) days after receipt of the above notice, the Employee will be deemed to have refused the position. If an Employee refuses (once a permanent position has been offered), his name will be removed from the recall list.

G. A copy of notice of recall shall also be mailed to the Association. An Employee who is laid off will remain on the recall list unless the Employee waives recall rights in writing or refuses to take a permanent position.

H. The recall list shall be provided to the Association and amended semi-annually thereafter.

### **23.7 HEARING**

Any Employee alleging violation of the reduction in force procedures as identified in Article 23 shall have the right to utilize the grievance procedure.

### **23.8 TEMPORARY AUTHORITY TO TEACH (TAT) PERSONNEL**

Temporary Authority to Teach-Bargaining Unit Members hired pursuant to Board of Elementary and Secondary Education Temporary Authority to Teach.

In the event that a certified teacher is hired to fill a position currently being filled by a non-certified teacher (TAT), the non-certified teacher (TAT) shall be given at least seven (7) days notice prior to being terminated. All reasonable efforts shall be utilized to place the non-certified teacher (TAT) in another vacancy should one exist. Should no vacancy exist, the position of a day-to-day substitute shall be offered.

Non-certified (TAT) teachers terminated under the provisions stated in the preceding paragraph shall not have recourse under Articles 3, 23, and 25.

If there is a reduction in the number of teaching positions, causing a non-certified teacher (TAT) to be laid off, as opposed to a certified teacher replacing a non-certified teacher, at least twenty (20) days prior notice is required.

## **ARTICLE 24**

### **CHILD CARE**

A. The Employer, recognizing the needs of working parents, agrees to the establishment of a "Child Care Committee" consisting of three (3) Bargaining Unit Members selected by the Association and three (3) management representatives.

B. A chairperson shall be selected by the Superintendent.

C. The Superintendent or his/her designee and the Association President shall initiate the formation of this committee no later than December 31, 2007.

D. The purpose of the Committee shall be to research the feasibility of establishing a child care facility for Employees of St. John Parish Public Schools. Provisions will be made to allow committee members to perform their functions partially during working hours without loss of pay.

## **ARTICLE 25**

### **FILLING OF VACANCIES AND TRANSFERS**

#### **25.1 FILLING OF VACANCIES**

##### **A. Identification of Vacancies**

1. All Employees will indicate their intention of employment for the ensuing school year on the proper form no later than February 15. This form shall be distributed to all Employees prior to February 1.
2. When vacancies occur, the Board shall post in each school building, in the central office, and publish at least one time in its official journal, a listing of all known and anticipated vacancies. Each vacancy must be posted for a minimum of ten (10) days. Each vacancy is filled on a permanent basis. The summer posting shall be in the central office and in the official journal.
3. The posting of these positions shall include, but not be limited to, teaching positions, non-certified positions, specialist positions, administrative and supervisory positions. The notices shall include the job description, requirements to be met before employment, salary, effective date of vacancy, kind of license necessary, information concerning the securing and deadline for filing application

##### **B. Time Limitations and Priorities**

1. Appointment of all Employees to known vacancies as of April 15 shall be made on or before April 30. Additional vacancies shall be filled from the pool of transfer requests. If no transfer is on file with the Director of Personnel, the vacancy shall be filled according to Article 25.1 A #2 and 3. Employees shall request to be placed in the pool of transfers from March 1 through April 1 of each school year. Transfer requests may be made even if NO vacancy exists.

The Association shall receive a copy of all transfer requests no later than May 15<sup>th</sup> of each school year.

2. Notification of appointment shall include contractual obligations, assignments, salary, and work location for the subsequent school year. A minimum notice of thirty (30) days to separate employment is requested.
3. All pending requests for transfer shall be acted on prior to the assignment of any new personnel.

## C. Seniority List

A master seniority list of all Employees as of November 1 and April 15 of each year will be established from the employment records of the Board and provided in all appropriate work locations. This list will be maintained in the central office as a public record for use by each Employee. Each new Employee shall have his/her name added to the seniority list at the time of November 1<sup>st</sup> and April 15<sup>th</sup> posting in accordance with article 22.1.

## 25.2 CERTIFIED TEACHING PERSONNEL

### A. Criteria for Transfer of Certified Teaching Personnel

1. Selection for vacancies shall be based on the following criteria:
  - a. Seniority in the St. John the Baptist School System including breaks for approved leave, except:
    - i. When the principal recommends a less senior applicant on the basis of educational training as specified in the posted vacancy list.
    - ii. When the applicant is not capable and/or willing to assume responsibility of coaching or directing band and the vacancy carries with it such a requirement.
    - iii. When the transfer would cause an undue disruption of the instructional program as determined by the Superintendent.
    - iv. Before these exceptions are invoked, the Superintendent shall meet with the affected Employee and the Association Representative to hear their views on the issue. The reasons for these exceptions shall be placed in writing to the affected employee within three (3) days of the meeting.
    - v. If the Employee is dissatisfied with the decision, s/he can grieve the decision directly to the Board.
  - b. Certifications and qualifications for the primary duties in the area of vacancy.
2. In filling vacancies, the Board accepts the principle of transferring its Employees according to seniority, provided the individual is certified, qualified. The sending principal shall be notified of such request after the request has been granted. The Board may reserve the right to select or employ teachers from outside the system where the services require training or ability not available from the current Employees. However, before that right may be invoked, present Employees who possess the necessary certification and qualifications and who have applied for such positions must be hired.
3. In the filling of coaching vacancies, the Board may reserve the right to select or employ coaches from outside the system where the services require special training or greater ability not available from the current Employees. However, before that right may be invoked, present Employees who possess the

necessary certification and equal qualifications and who have applied for such position must be hired. PE Teacher/Coach shall be posted as PE Teacher/Coach.

4. Transfers shall not be used to circumvent the completion of the remediation process as detailed in the St. John the Baptist Parish Personnel Evaluation Plan. Any teacher currently under a remediation plan cannot apply for a transfer until such remediation is complete.

#### B. Voluntary Transfer of Certified Personnel

Teachers who desire to change in grade and/or subject assignment, and/or a transfer to another work location, shall request the transfer on the prescribed form which will be available in the central office and in all principals' offices from March 1 through April 1 of each school year. Teachers may make this request even if there are NO positions available.

1. To be considered, all requests for transfer must be submitted from March 1 through April 1 each school year. Such request shall be by hand delivery or by certified mail return reception requested, provided that such is postmarked no later than April 1.
2. Voluntary transfer requests shall be granted up to July 1. The newly employed teacher placed in a vacancy after this day will be considered on temporary assignment. This position shall be posted as a vacancy no later than February 25.
3. A transfer request may be withdrawn in writing any time prior to having been acted upon by the personnel department.

#### C. Involuntary Transfer of Certified Teaching Personnel

1. When involuntary transfers are necessary, lists of positions in other schools shall be made available to all certified teachers being transferred. In filling such positions, preference shall be given to presently employed teachers over newly hired teachers. Such preference shall be based on the criteria listed in Article 25.2.A.
2. Involuntary transfers shall be made as necessary for reasons of economy, when new buildings open, when a facility is closed, when there is a decline in student enrollment, to staff a program, or to prevent undue disruption of the instructional program.
3. When an involuntary transfer is initiated by the Administration, the Director of Personnel will grant the affected teacher an interview. The teacher shall be notified immediately, in writing, of the reasons for the transfer.

4. No teacher shall be transferred out of his/her area(s) of certification.
5. In the event a Bargaining Unit Member is involuntarily transferred due to a decline in enrollment at the site or position, and the position is restored within one school year, said Bargaining Unit Member shall have the opportunity to return to that position the next school year.

### **25.3 TRANSFER OF NON-CERTIFIED PERSONNEL**

#### **A. Criteria for Transfer of Non-Certified Personnel**

1. Selection for vacancies shall be based on the following criteria:
  - a. Seniority in the St. John the Baptist Parish School System including breaks for approved leave.
  - b. Qualifications for the primary duties in the area of vacancy.
  - c. In filling vacancies, the Board accepts the principle of transferring its Employees according to seniority provided the individual is qualified. The Board may reserve the right to select or employ personnel from outside the system where the services require special training or ability not available from current Employees. However, before that right may be invoked, present Employees including current part-time Employees who possess the necessary qualifications and who have applied for such positions must be hired.
  - d. Voluntary transfers shall be placed before any involuntary transfers are made.
  - e. Transfers shall not be used to circumvent the completion of the remediation process as detailed in the St. John the Baptist Parish Personnel Evaluation Plan.

#### **B. Voluntary Transfers**

1. Applicants who desire a change in assignment and/or transfer to another work location within the same job classification, shall request the transfer on the prescribed form which shall be available in the central office and all principals' offices from March 1 through April 1 of each school year. Applicants may make this request even though there are no positions available.
  - a. To be considered, all requests for transfers must be made from March 1 through April 1 of each school year. Such request shall be by hand delivery or by certified mail return receipt request, provided that such is postmarked no later than April 1.
  - b. Voluntary transfer requests shall be granted up to July 1<sup>st</sup> prior to the first day of the current school year. Anyone placed in a vacancy occurring after that date will be considered on temporary assignment. This position shall be posted as a vacancy no later than February 25<sup>th</sup>.

- c. A transfer request may be withdrawn in writing any time prior to having been acted upon the personnel department.

### C. Involuntary Transfers

1. When involuntary transfers are necessary, lists of positions in other schools shall be made available to all Employees being transferred. In filling such positions, preference shall be given to presently employed Employees over newly hired Employees. Such preference shall be based on criteria listed in Section 25.3.A.
2. An involuntary transfer will be made only in cases of emergency or to prevent undue disruption of the educational program. When an involuntary transfer is initiated by the Administration, the Director of Personnel will grant the affected Employee an interview.
  - a. The Employee shall be notified immediately, in writing, of the reasons for the transfer.
3. Any non-certified Bargaining Unit Member involuntarily reassigned to a lower paying position, not resulting from disciplinary action, shall have his/her current base salary maintained. Such personnel shall be placed on the salary schedule appropriate to the new position and there shall be no increases in salary, including annual increments and local Board raises, until salary in that schedule is at least equal to the salary at the time of reassignment.
4. In the event a Bargaining Unit Member is involuntarily transferred due to a decline in enrollment at the site or position, and the position is restored within one school/calendar, said Bargaining Unit Member shall have the opportunity to return to that site and/or position the next calendar or school year, whichever applies.

## **ARTICLE 26**

### **JOB DESCRIPTION AND CLASSIFICATION**

#### **26.1 JOB DESCRIPTIONS DEVELOPED AND DISTRIBUTED**

Job descriptions will be developed before all permanent positions are filled, except in an emergency. In an emergency this position will be considered an acting position. Before the acting position is filled permanently a job description will be developed, approved by the Board and the position advertised. All new job descriptions are developed that describe and define the duties and job responsibilities for each job classification/title. Copies of job descriptions shall be made available to Bargaining Unit Members and to the Association.

The affected Employee(s) shall be allowed input regarding new or changed job descriptions by meeting with the Board or its designee to discuss the job description. The Employee may have Association representation.

Job descriptions shall include, but not be limited to:

- A. Job title/description
- B. Minimum Requirements
- C. A specific listing of required tasks and responsibilities

#### **26.2 EVALUATION AND JOB DESCRIPTIONS**

The evaluation of Bargaining Unit Members' work performance shall include tasks and job responsibilities listed within the job description.

## **ARTICLE 27**

### **COMPENSATION AND RELATED PROVISIONS**

#### **27.1 LIFE INSURANCE**

The Board shall provide term life insurance for each Employee in the amount of \$2,000 and then 50% of the basic group term life class 4 which is teachers/other active employees.

#### **27.2 RETIREMENT FUND CONTRIBUTIONS**

The Board shall continue to pay the Employee's portion of each Employee's contribution to the retirement system for all Employees actively being paid.

#### **27.3 RETIREMENT FUND PLACEMENT**

If an Employee has been placed in the wrong retirement plan through administrative error, then the Board shall assume all costs in the appropriate placement of the Employee, effective July 1, 1991.

#### **27.4 INSURANCE ALLOTMENT**

The Board shall pay at least 97% of the total single plan premium, at least 85% of the total two-party premium and at least 79% of the total family plan premium. If two or more different plan types are offered, these percentages will be applied to the lower(est) deductible plan.

#### **27.5 CAFETERIA PLAN**

The Board will continue its present practice regarding the Employee's participation in a "cafeteria plan" in accordance with Section 125 of the Internal Revenue Code.

#### **27.6 SELECTION OF CARRIER**

A. The Board shall provide the Association input into the selection process for determining the providers for the Employee fringe benefit programs (i.e., hospitalization, life, etc.) through the established Board/Association Insurance Committee.

B. This Joint Insurance Committee shall consist of five (5) members appointed by the Association and five (5) members appointed by the Board.

## **27.7 TWELVE-MONTH COVERAGE**

The Board-provided insurance shall be for twelve (12) consecutive months.

## **27.8 NEW EMPLOYEE COVERAGE**

Employees new to the parish will be covered by all Board-provided insurance programs in accordance with the plan.

## **27.9 MILEAGE**

Employees shall be paid the IRS approved rate for all approved mileage to perform their assigned duties.

## **27.10 PAYROLL INSTALLMENTS/PAY DATES**

Employees shall be paid in twelve (12) equal installments per year. The official pay date will be the 20<sup>th</sup> of the month. If the 20<sup>th</sup> falls on a weekend, the pay date will be the Friday prior to the 20<sup>th</sup>. If the 20<sup>th</sup> falls on a holiday, the pay date will be the last official workday prior to the holiday. Payroll will be mailed at least two days prior to the official pay date. All new employees will be required to have their payroll direct deposited. All existing employees will be required to have their payroll direct deposited by June 30, 2010. The pay dates will be posted on the school board's web site. The pay dates for 2008-2009 through 2011-2012 will be mutually agreed upon.

## **27.11 SALARIES**

### **A. Salary Schedules**

1. The salary schedule shall be effective July 1, for each job classification and posted on the Boards Web Site. The salary schedule is part of this agreement.
2. Should the Legislature enact any increase to any employee salary during the life of this Agreement, the increase will be added to appropriate salary schedules.

## **27.12 SUPPLEMENTAL JOBS**

### **A. Supplemental Jobs Added to the Salary Schedule**

1. The supplemental pay schedule shall be set forth into the salary schedule which is attached to and incorporated into this Agreement.

B. Supplemental Jobs Payroll Procedures

1. Supplemental pay shall be added to the employee's salary and paid in equal installments each pay period.

**Addendum to Article 27**

The Board agrees to add at least \$ 2,000 as a recurring raise to the salary schedule of all bargaining unit members effective the 2007-2008 fiscal/school years. The SJAE agrees not to reopen for wages for one-time payments for the 2007-2008 fiscal/school years.

## **ARTICLE 28**

### **EFFECT OF AGREEMENT**

#### **28.1 COMPLETE UNDERSTANDING**

This Agreement constitutes the complete understanding between the St. John the Baptist parish School Board and the St. John Association of Educators (SJAЕ).

#### **28.2 CONTRACTUAL AMENDMENTS**

This Agreement shall constitute a binding obligation on both the Employer and the Association and the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in a written and signed amendment to this Agreement.

#### **28.3 INDIVIDUAL CONTRACTS**

Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms and conditions of this or subsequent agreements to be executed by the parties.

#### **28.4 CONTRACT VS. BOARD POLICY**

Any previously adopted policy, written practice, written rule, or regulation extant which is in conflict with any provision of this Agreement is superseded and replaced by the applicable provisions of this Agreement.

#### **28.5 SAVINGS CLAUSE**

If any provision of this Agreement, or any application of this Agreement to any Employee or groups of Employees in the Bargaining Unit is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In this event, the Board and the Association shall meet within two (2) weeks, in a good faith effort to reach a decision as to the need for substitute action.

## **ARTICLE 29**

### **DURATION**

#### **29.1 DURATION**

This Agreement shall be effective on July 1, 2007, and shall be continued in full force and effect until June 30, 2012 subject to a wage and benefit reopener, money related provisions in Article 7A and 7B, and Article 7A.11, (certified employee school calendar).

This agreement shall not be extended orally and shall expire at 11:59 P.M., June 30, 2012.

## **APPENDICES**

The following appendices are included and incorporated in this Agreement, but are printed under a separate cover.

- A. SCHOOL CALENDAR
- B. GRIEVANCE REPORT FORM
- C. CERTIFIED EMPLOYEE-SALARY SCHEDULE
- D. NON-CERTIFIED SALARY SCHEDULE
- E. SUPPLEMENTAL SALARY SCHEDULE

THIS DONE AND SIGNED THIS, THE DAY OF , .

ST. JOHN ASSOCIATION  
OF EDUCATORS

By: \_\_\_\_\_  
President – Team Member

By: \_\_\_\_\_  
Chief Negotiator

By: \_\_\_\_\_  
Negotiating Team Member

By: \_\_\_\_\_  
Negotiating Team Member

By: \_\_\_\_\_  
Negotiating Team Member

By: \_\_\_\_\_  
Negotiating Team Member

By: \_\_\_\_\_  
Negotiating Team Member

ST. JOHN THE BAPTIST  
PARISH SCHOOL BOARD

By: \_\_\_\_\_  
President – District 3

By: \_\_\_\_\_  
Vice President – District 6

By: \_\_\_\_\_  
Member – District 1

By: \_\_\_\_\_  
Member – District 2

By: \_\_\_\_\_  
Member – District 4

By: \_\_\_\_\_  
Member – District 5

By: \_\_\_\_\_  
Member – District 7

By: \_\_\_\_\_  
Member – District 8

By: \_\_\_\_\_  
Member – District 9

By: \_\_\_\_\_  
Member – District 10

By: \_\_\_\_\_  
Member – District 11