

EMPLOYEE DRESS CODE

DRESS AND PERSONAL GROOMING

Employees on a daily basis shall dress as professionals, in businesslike attire in order to set a good example for co-employees, students and the general public. Employee dress and grooming shall not detract from the learning/educational environment of students' participation in classes, school programs or other school-related activities. Extremes in style and fit in employee dress and extremes in style of grooming will not be permitted. Administrators shall be authorized to use their discretion in determining extremes in styles of dress and grooming and what is appropriate and suitable for Jefferson Parish School Board employees. No employee shall wear, possess, use, distribute, display or sell any clothing, jewelry, emblem, blade, symbols, sign or other things that are evidence of affiliation with drugs, alcohol, violence or gang related activities.

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The guidelines of the School Board shall be that no mode of attire will be considered proper for school wear that distracts from or disrupts classroom and school decorum. To maintain a proper image for teachers and other employees, it is the responsibility of principals or supervisors to see that all employees are properly dressed. Principals may include reasonable dress code provisions at schools. Principals may make exceptions to the mode of dress in specific shop-type situations where deemed appropriate. Any condition of grooming or dress judged by the principal to be inappropriate shall not be allowed.

The appropriate footwear (clean closed toe, safety work shoes) must be worn by all employees at all times.

Workers in the maintenance and grounds department may wear uniform caps provided. The custodial staff may wear caps with the school logo provided by their school.

All employees, whether required to wear a uniform or not, must wear assigned I.D. badges at all times.

Any employee who disregards the provisions of the Board's employee dress code policy shall be subject to disciplinary action.

Ref: La. Rev. Stat. Ann. ' 17:81; Board minutes, 10-2-85.

EMPLOYMENT OF PERSONNEL

The Jefferson Parish School Board and its administrative staff believes that it has an obligation to provide the children attending its schools with the very best personnel available regardless of race, color, creed, sex, age, national origin or any similar personal characteristic. Age shall be considered only with respect to minimums set by law.

The Superintendent or his/her designee shall be responsible for establishing and maintaining appropriate procedures for reviewing and evaluating any and all applicants for selection, including administrative and supervisory personnel, and assuring adherence to applicable state and federal legal requirements. Selection of personnel to fill all positions shall be made on a non-discriminatory basis with selection procedures and evaluative criteria known to all applicants. Applicants should not resort to the use of political, social, or other pressures to gain employment or promotion.

PERSONNEL CHANGES

The School Board shall select teachers and all other personnel from recommendations made by the Superintendent. It shall be the responsibility of the Superintendent to ensure that all persons recommended have proper certification where applicable, and are qualified for the position. Nothing shall prevent the School Board from rejecting the recommendation made by the Superintendent and requiring the Superintendent to submit additional recommendations.

CERTIFIED PERSONNEL

The Superintendent and/or his/her designee shall consult with the principal regarding any possible selections made by the Superintendent for hiring or placement of any teacher or other certified personnel at the school in which the principal is employed. In addition, the Superintendent and/or his/her designee shall consult with teachers regarding any possible selections made by the Superintendent for the hiring or placement of a principal at the school in which such teachers are employed, subject to the provisions of any applicable court order.

The Board shall require all teaching personnel employed by the district to possess those qualifications set forth by the Louisiana Board of Elementary and Secondary Education (BESE) and by all applicable accrediting agencies. The Board also recognizes that these qualifications, as well as qualifications for all positions, are set up to promote minimum standards. The Superintendent and/or his/her designee shall strive to employ persons who exceed these minimum requirements, whenever possible.

RETURN TO EMPLOYMENT AFTER RETIREMENT

An employee who retires from the Jefferson Parish School Board, and who desires to become re-employed under the provisions allowing an employee to return to work after retirement must notify this/her immediate supervisor and the Human Resources Department of his/her desire to do so at least thirty (30) days prior to his/her effective date of retirement. Any employee who fails to follow this procedure shall be subject to disciplinary action including possible suspension and/or termination.

The Jefferson Parish School Board does not guarantee that the retiree will be employed within the system after he/she retires or, if rehired, that the employee will be employed in the same position he/she was occupying at the time of retirement.

- A. Certified members of the bargaining unit may be re-employed in a position for which they are certified in the bargaining unit, based on positive evaluations, recommendation by the Superintendent, and approval by the Board.
- B. Administrators may apply for and be re-employed in administrative positions provided that they wait one (1) year from the date of retirement before they apply for open administrative positions.
- C. Classified employees may be re-employed to positions for which they are qualified based on positive evaluation, recommendation by the Superintendent, and approval by the Board.
- D. Seniority for any employee rehired following retirement shall be the period of continuous uninterrupted full-time service beginning on the date of re-employment following retirement.

BUS DRIVERS

The School Board shall only employ as school bus drivers those persons who have met all state and federal requirements for such position. Whenever a school bus operator is needed to drive a new route or a route vacated by a previous operator, the school bus operator who is tenured and has acquired the greatest seniority shall be offered the opportunity to and may change from driving his/her route to the vacant route before another operator is selected. If the tenured bus operator with the greatest seniority chooses not to change to the vacant route, the route shall then be offered in order of seniority to a school bus operator who has acquired tenure until the route is filled.

If no tenured operator chooses to change to the vacant route, the route shall then be offered to full-time non-tenured probationary bus operators in order of seniority until the route is filled.

If no regular bus operator, tenured or probationary, chooses to change to the vacant route, then the route shall be offered to substitute bus operators in order of seniority until the route is filled. If no tenured, probationary, or substitute bus operator wants the route, then a new driver shall be hired.

If a regular bus operator chooses to change routes, then his/her vacant route shall be filled using the same process as outlined above.

Whenever a school bus operator owning his/her own bus retires, the Board shall first offer a vacated route to any person meeting the requirements of the School Board who is willing to acquire the bus of the retiring operator at full appraised value. This provision shall be applicable only when the bus owned by the retiring operator has been manufactured within a period of five (5) years immediately prior to the operator's retirement and the operator is retiring due to a documented physical disability.

The School Board may select an operator to fill a vacant route using a different process than outlined above, but **only** if the Board is required to bear an increase in the unreimbursed costs for nonpassenger miles over those attributable to the previous operator who vacated the route.

Whenever a vacancy occurs on a route due to death, resignation, retirement, or the expiration of the regular operator's approved leave, or a new route is established, the route shall be filled with a regular school bus operator using the process stated above no later than the following school year unless the route is consolidated or eliminated.

If an operator is on approved leave, his/her route shall not be considered a vacant route. A substitute shall be used to drive a route for an operator on approved leave regardless of the length of time of the approved leave.

Vacant trips will be assigned in the best interest of the School System and the student to be served. To the extent it is practical to do so seniority as a bus driver will be used; however, size of bus, time schedules, frozen mileage, availability of bus attendants (if applicable), and other factors must be considered.

NOTE: The practice of "bumping" shall not be utilized.

Definitions

Seniority: The first consideration for seniority for bus owner/operator is the total period of continuous uninterrupted full-time service as a school bus operator with the Jefferson Parish School Board excluding official leave time granted by the School Board. When the experience as an owner/operator is equal, then second consideration shall be the number of years of uninterrupted service as an employee of the Jefferson Parish School Board. When these two factors are equal, then routes shall be awarded by random selections.

NOTES:

- (1) Non-tenured school bus operators who have previous uninterrupted full - time service for the purpose of determining seniority among non-tenured bus operators if a reduction in force (R.I.F.) is necessary.
- (2) For the purpose of base pay (salary) as an owner/operator, the employee will be given credit for all years of service as an employee of the Jefferson Parish School Board.

Route and Trip: A route is the transportation of student to and from school and/or prescribed destinations. School buses normally run two (2) routes per day (one each morning and afternoon). Bus routes are measured in the terms of one-way mileage. Paid one-way mileage begins when the first child is picked up and ends when the final destination or school is reached.

NOTE:

An example of a morning route is as follows: a trip to pick up and deliver to a high school; followed by a trip to pick up and deliver students to a middle school; followed by a trip(s) to pick up and deliver students to one or more elementary school(s).

OTHER SUPPORT PERSONNEL

Applicants shall be selected for support positions based on criteria as may be determined by the School Board. Unless specifically covered by a written employment contract expressly entered into by the individual employee and the Board, school support employees shall be hired on an *at-will employment basis*, which means they are subject to dismissal upon the written recommendation of the Superintendent. *School support employee* shall mean any employee of the Board that is not required to hold a valid teacher's certificate as a condition of employment or is not a bus driver. All appointments shall be temporary until ability to perform assigned tasks has been determined.

DISCLOSURE OF INFORMATION BY APPLICANT

Prior to hiring any employee, the School Board shall require the applicant to sign a statement that authorizes the release and disclosure of the following information by the applicant's current or previous employer(s):

1. All actual cases of sexual misconduct with a minor or student by the applicant.
2. All instances of sexual misconduct with students, as defined by BESE,

committed by the applicant, if any, if such employer is/was a city, parish, or other local public School Board.

Adult sexual misconduct in schools, as defined by BESE for the purposes of disclosing information to the School Boards includes sexually inappropriate behavior by the adult that is directed at a student, including but not limited to sexually-related conversations, jokes, or questions directed at students. More specifically, *sexual misconduct* is:

- a. any conduct that would amount to sexual harassment under Title IX of the (U.S.) Education Amendments of 1972, as amended;
 - b. any conduct that would amount to a sexual offense affecting a minor under state criminal codes;
 - c. any sexual relationship by a school employee with a student, regardless of the student's age; with a former student under 18; with a former student (regardless of age) who suffers from a disability that would prevent consent in a relationship. All students enrolled in the school and in any organization in which the school employee holds a position of trust and responsibility are included;
 - d. any activity directed toward establishing a sexual relationship such as sending intimate letters, engaging in sexualized dialogue in person, via the Internet, in writing or by phone, making suggestive comments, dating a student.
3. All investigations of sexual misconduct by the applicant with a minor or student that occurred within thirty-six (36) months prior to the applicant's resignation, dismissal, or retirement from employment.
 4. All actual or investigated cases of abuse or neglect committed by the applicant, if any, if such employer is/was the Louisiana School for the Deaf, the Louisiana School for the Visually Impaired, or the Louisiana Special Education Center.

In accordance with the Louisiana Children's Code, Art. 603:

1. *Abuse* means any one of the following acts which seriously endanger the physical, mental, or emotional health and safety of the child:
 - a. The infliction, attempted infliction, or, as a result of inadequate supervision, the allowance of the infliction or attempted infliction of physical or mental injury upon the child by a parent or any other person.

- b. The exploitation or overwork of a child by a parent or any other person.
 - c. The involvement of the child in any sexual act with a parent or any other person, or the aiding or toleration by the parent or the caretaker of the child's sexual involvement with any other person or of the child's involvement in pornographic displays, or any other involvement of a child in sexual activity constituting a crime under the laws of Louisiana.
2. *Neglect* means the refusal or willful failure of a parent or caretaker to supply the child with necessary food, clothing, shelter, care, treatment, or counseling for any injury, illness, or condition of the child, as a result of which the child's physical, mental, or emotional health is substantially threatened or impaired. Neglect includes parental neglect. Consistent with Louisiana Children's Code, Art. 606(B), the inability of a parent or caretaker to provide for a child due to inadequate financial resources shall not, for that reason alone, be considered neglect. Whenever, in lieu of medical care, a child is being provided treatment in accordance with the tenets of a well-recognized religious method of healing which has a reasonable, proven record of success, the child shall not, for that reason alone, be considered to be neglected or maltreated. However, nothing herein shall prohibit the court from ordering medical services for the child when there is substantial risk of harm to the child's health or welfare.

If an investigation determined that a formal allegation of an applicant was inconclusive, unjustified, or otherwise without cause for further formal pursuit, the applicant shall not be required to disclose such information.

The statement shall also request the current or previous employing School Board make available to the School Board, within twenty (20) business days of receipt of the request, copies of all documents as contained in the applicant's personnel file maintained by such employer relative to instances of sexual misconduct, if any. Such request for information shall include a copy of the required statement signed by the applicant.

The School Board may employ any applicant on a conditional basis pending the Board's review of any information obtained pursuant to this request. However, in accordance with statutory provisions, the School Board shall not hire any applicant who does not sign the statement as required by law.

Any information obtained by the School Board as a result of the statement and request

outlined above shall be used by the Board *only* for the purpose of evaluating an applicant's qualifications for employment in the position for which he/she has applied, is not subject to the state public records statutes, and shall not be disclosed to any person, other than the applicant, who is not directly involved in the process of evaluating the applicant's qualifications for employment.

In addition to the above, the applicant shall grant permission by signing a statement on the application form that permits the School Board to have access to any and all reference, background, and previous employment information and to receive copies of any such documentation from a current or previous employer.

CRIMINAL HISTORY OF APPLICANTS

The Jefferson Parish School Board shall require, in accordance with state law, applicants for employment with the School Board to submit necessary information regarding their backgrounds. A prospective employee shall be required to provide authorization for the disclosure of any information regarding past criminal activities, including arrests for, convictions of, or having pled *nolo contendere* to any criminal offense. No person shall be hired by the Jefferson Parish School Board until the background check has been completed.

A standard applicant fingerprint card acceptable to the Louisiana Bureau of Criminal Identification and Information and a disclosure authorization form shall be provided the applicant by the School Board or may be obtained from local police authorities. It shall be the responsibility of the applicant to have his/her fingerprints taken by a qualified individual and submitted to the proper authorities for processing. Any cost associated with fingerprinting or the disclosure of background information on an applicant may be passed on to the applicant.

1. No person who has been convicted of or has plead *nolo contendere* to crimes listed in La. Rev. Stat. Ann. §15:587.1 shall be hired as a teacher, substitute teacher, bus driver, substitute bus driver, or janitor, or as a temporary, part-time, or permanent school employee of any kind, unless approved in writing by a district judge and the district attorney with jurisdiction in this parish, or if employed on an emergency basis, unless approved in writing by the Superintendent. Any such statement of approval shall be kept on file at all times at the location wherein the employee is assigned and shall be produced upon request by any law enforcement officer.
2. For the purposes of reviewing the criminal history of prospective employees, any person employed to provide cafeteria, transportation, janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the school system.

3. Every such prospective employee shall be subjected to fingerprinting and each person's fingerprints shall be submitted to the proper authorities for a criminal history review.
4. A person who has submitted his/her fingerprints may be temporarily hired pending the results of the inquiry.
5. Upon the final conviction or upon a plea of *nolo contendere* of any crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74 (criminal neglect of family), any teacher may be dismissed following a hearing held in accordance with statutory provision.
6. Any other school employee if such employee is convicted of or pleads *nolo contendere* to crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, may be dismissed.
7. A teacher or any other School Board employee shall report any final conviction or plea of guilty or *nolo contendere* to any criminal offense, excluding traffic offenses, to the School Board within forty-eight (48) hours of conviction or plea.
8. The Board may reemploy a teacher or other school employee who has been convicted of crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, **only** upon written approval of a district judge and the district attorney who has jurisdiction in this school district, or upon written documentation from the court in which the conviction occurred stating that the conviction had been reversed, set aside, or vacated.

Revised: September, 2006
Revised: September, 2008
Revised: October, 2008
Revised: August, 2009

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Ref: La. Rev. Stat. Ann. ' ' 11:710, 15:587, 15:587.1, 17:15, 17:81, 17:81.9, 17:430, 17:493.1, 23:897; La. Children's Code, Art. 603; Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of Education; Board minutes, 6-12-85, 8-10-88, 1-27-99, 5-1-02, 10-2-02, 6-16-04, 8-3-05, 1-18-06, 4-16-08, 2-4-09.

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RETURN TO EMPLOYMENT AFTER RETIREMENT (Information in green moved to policy *GBDA, Employment of Retired Personnel*)

~~An employee who retires from the Jefferson Parish School Board, and who desires to become re-employed under the provisions allowing an employee to return to work after retirement must notify this/her immediate supervisor and the Human Resources Department of his/her desire to do so at least thirty (30) days prior to his/her effective date of retirement. Any employee who fails to follow this procedure shall be subject to disciplinary action including possible suspension and/or termination.~~

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- ~~———— A. ——— Certified members of the bargaining unit may be re-employed in a position for which they are certified in the bargaining unit, based on positive evaluations, recommendation by the Superintendent, and approval by the Board.~~
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3. All investigations of sexual misconduct by the applicant with a minor or student that occurred within thirty-six (36) months prior to the applicant's resignation, dismissal, or retirement from employment.
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In accordance with the Louisiana Children's Code, Art. 603:

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- b. The exploitation or overwork of a child by a parent or any other person.
 - c. The involvement of the child in any sexual act with a parent or any other person, or the aiding or toleration by the parent or the caretaker of the child's sexual involvement with any other person or of the child's involvement in pornographic displays, or any other involvement of a child in sexual activity constituting a crime under the laws of Louisiana.
2. *Neglect* means the refusal or willful failure of a parent or caretaker to supply the child with necessary food, clothing, shelter, care, treatment, or counseling for any injury, illness, or condition of the child, as a result of which the child's physical, mental, or emotional health is substantially threatened or impaired. Neglect includes parental neglect. Consistent with Louisiana Children's Code, Art. 606(B), the inability of a parent or caretaker to provide for a child due to inadequate financial resources shall not, for that reason alone, be considered neglect. Whenever, in lieu of medical care, a child is being provided treatment in accordance with the tenets of a well-recognized religious method of healing which has a reasonable, proven record of success, the child shall not, for that reason alone, be considered to be neglected or maltreated. However, nothing herein shall prohibit the court from ordering medical services for the child when there is substantial risk of harm to the child's health or welfare.

If an investigation determined that a formal allegation of an applicant was inconclusive, unjustified, or otherwise without cause for further formal pursuit, the applicant shall not be required to disclose such information.

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The School Board may employ any applicant on a conditional basis pending the Board's review of any information obtained pursuant to this request. However, in accordance with statutory provisions, the School Board shall not hire any applicant who does not sign the statement as required by law.

Any information obtained by the School Board as a result of the statement and request outlined above shall be used by the Board *only* for the purpose of evaluating an

applicant's qualifications for employment in the position for which he/she has applied, is not subject to the state public records statutes, and shall not be disclosed to any person, other than the applicant, who is not directly involved in the process of evaluating the applicant's qualifications for employment.

In addition to the above, the applicant shall grant permission by signing a statement on the application form that permits the School Board to have access to any and all reference, background, and previous employment information and to receive copies of any such documentation from a current or previous employer.

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A standard applicant fingerprint card acceptable to the Louisiana Bureau of Criminal Identification and Information and a disclosure authorization form shall be provided the applicant by the School Board or may be obtained from local police authorities. It shall be the responsibility of the applicant to have his/her fingerprints taken by a qualified individual and submitted to the proper authorities for processing. Any cost associated with fingerprinting or the disclosure of background information on an applicant may be passed on to the applicant.

1. No person who has been convicted of or has plead *nolo contendere* to crimes listed in La. Rev. Stat. Ann. §15:587.1 shall be hired as a teacher, substitute teacher, bus driver, substitute bus driver, or janitor, or as a temporary, part-time, or permanent school employee of any kind, unless approved in writing by a district judge and the district attorney with jurisdiction in this parish, or if employed on an emergency basis, unless approved in writing by the Superintendent. Any such statement of approval shall be kept on file at all times at the location wherein the employee is assigned and shall be produced upon request by any law enforcement officer.
2. For the purposes of reviewing the criminal history of prospective employees, any person employed to provide cafeteria, transportation, janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the school system.

3. Every such prospective employee shall be subjected to fingerprinting and each person's fingerprints shall be submitted to the proper authorities for a criminal history review.
4. A person who has submitted his/her fingerprints may be temporarily hired pending the results of the inquiry.
5. Upon the final conviction or upon a plea of *nolo contendere* of any crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74 (criminal neglect of family), any teacher may be dismissed following a hearing held in accordance with statutory provision.
6. Any other school employee if such employee is convicted of or pleads *nolo contendere* to crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, may be dismissed.
7. A teacher or any other School Board employee shall report any final conviction or plea of guilty or *nolo contendere* to any criminal offense, excluding traffic offenses, to the School Board within forty-eight (48) hours of conviction or plea.
8. The Board may reemploy a teacher or other school employee who has been convicted of crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, **only** upon written approval of a district judge and the district attorney who has jurisdiction in this school district, or upon written documentation from the court in which the conviction occurred stating that the conviction had been reversed, set aside, or vacated.

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EMPLOYMENT OF PERSONNEL

The Jefferson Parish School Board and its administrative staff believes that it has an obligation to provide the children attending its schools with the very best personnel available regardless of race, color, creed, sex, age, national origin or any similar personal characteristic. Age shall be considered only with respect to minimums set by law.

The Superintendent or his/her designee shall be responsible for establishing and maintaining appropriate procedures for reviewing and evaluating any and all applicants for selection, including administrative and supervisory personnel, and assuring adherence to applicable state and federal legal requirements. Selection of personnel to fill all positions shall be made on a non-discriminatory basis with selection procedures and evaluative criteria known to all applicants. Applicants should not resort to the use of political, social, or other pressures to gain employment or promotion.

PERSONNEL CHANGES

The School Board shall select teachers and all other personnel from recommendations made by the Superintendent. It shall be the responsibility of the Superintendent to ensure that all persons recommended have proper certification where applicable, and are qualified for the position. Nothing shall prevent the School Board from rejecting the recommendation made by the Superintendent and requiring the Superintendent to submit additional recommendations.

CERTIFIED PERSONNEL

The Superintendent and/or his/her designee shall consult with the principal regarding any possible selections made by the Superintendent for hiring or placement of any teacher or other certified personnel at the school in which the principal is employed. In addition, the Superintendent and/or his/her designee shall consult with teachers regarding any possible selections made by the Superintendent for the hiring or placement of a principal at the school in which such teachers are employed, subject to the provisions of any applicable court order.

The Board shall require all teaching personnel employed by the district to possess those qualifications set forth by the Louisiana Board of Elementary and Secondary Education (BESE) and by all applicable accrediting agencies. The Board also recognizes that these qualifications, as well as qualifications for all positions, are set up to promote minimum standards. The Superintendent and/or his/her designee shall strive to employ persons who exceed these minimum requirements, whenever possible.

BUS DRIVERS

The School Board shall only employ as school bus drivers those persons who have met all state and federal requirements for such position. Whenever a school bus operator is needed to drive a new route or a route vacated by a previous operator, the school bus operator who is tenured and has acquired the greatest seniority shall be offered the opportunity to and may change from driving his/her route to the vacant route before another operator is selected. If the tenured bus operator with the greatest seniority chooses not to change to the vacant route, the route shall then be offered in order of seniority to a school bus operator who has acquired tenure until the route is filled.

If no tenured operator chooses to change to the vacant route, the route shall then be offered to full-time non-tenured probationary bus operators in order of seniority until the route is filled.

If no regular bus operator, tenured or probationary, chooses to change to the vacant route, then the route shall be offered to substitute bus operators in order of seniority until the route is filled. If no tenured, probationary, or substitute bus operator wants the route, then a new driver shall be hired.

If a regular bus operator chooses to change routes, then his/her vacant route shall be filled using the same process as outlined above.

Whenever a school bus operator owning his/her own bus retires, the Board shall first offer a vacated route to any person meeting the requirements of the School Board who is willing to acquire the bus of the retiring operator at full appraised value. This provision shall be applicable only when the bus owned by the retiring operator has been manufactured within a period of five (5) years immediately prior to the operator's retirement and the operator is retiring due to a documented physical disability.

The School Board may select an operator to fill a vacant route using a different process than outlined above, but **only** if the Board is required to bear an increase in the unreimbursed costs for nonpassenger miles over those attributable to the previous operator who vacated the route.

Whenever a vacancy occurs on a route due to death, resignation, retirement, or the expiration of the regular operator's approved leave, or a new route is established, the route shall be filled with a regular school bus operator using the process stated above no later than the following school year unless the route is consolidated or eliminated.

If an operator is on approved leave, his/her route shall not be considered a vacant route. A substitute shall be used to drive a route for an operator on approved leave regardless of the length of time of the approved leave.

Vacant trips will be assigned in the best interest of the School System and the student to be served. To the extent it is practical to do so seniority as a bus driver will be used;

however, size of bus, time schedules, frozen mileage, availability of bus attendants (if applicable), and other factors must be considered.

NOTE: The practice of “bumping” shall not be utilized.

Definitions

Seniority: The first consideration for seniority for bus owner/operator is the total period of continuous uninterrupted full-time service as a school bus operator with the Jefferson Parish School Board excluding official leave time granted by the School Board. When the experience as an owner/operator is equal, then second consideration shall be the number of years of uninterrupted service as an employee of the Jefferson Parish School Board. When these two factors are equal, then routes shall be awarded by random selections.

NOTES:

- (1) Non-tenured school bus operators who have previous uninterrupted full - time service for the purpose of determining seniority among non-tenured bus operators if a reduction in force (R.I.F.) is necessary.
- (2) For the purpose of base pay (salary) as an owner/operator, the employee will be given credit for all years of service as an employee of the Jefferson Parish School Board.

Route and Trip: A route is the transportation of student to and from school and/or prescribed destinations. School buses normally run two (2) routes per day (one each morning and afternoon). Bus routes are measured in the terms of one-way mileage. Paid one-way mileage begins when the first child is picked up and ends when the final destination or school is reached.

NOTE:

An example of a morning route is as follows: a trip to pick up and deliver to a high school; followed by a trip to pick up and deliver students to a middle school; followed by a trip(s) to pick up and deliver students to one or more elementary school(s).

OTHER SUPPORT PERSONNEL

Applicants shall be selected for support positions based on criteria as may be determined by the School Board. Unless specifically covered by a written employment contract expressly entered into by the individual employee and the Board, school support employees shall be hired on an *at-will employment basis*, which means they are subject to dismissal upon the written recommendation of the Superintendent.

School support employee shall mean any employee of the Board that is not required to hold a valid teacher's certificate as a condition of employment or is not a bus driver. All appointments shall be temporary until ability to perform assigned tasks has been determined.

DISCLOSURE OF INFORMATION BY APPLICANT

Prior to hiring any employee, the School Board shall require the applicant to sign a statement that authorizes the release and disclosure of the following information by the applicant's current or previous employer(s):

1. All actual cases of sexual misconduct with a minor or student by the applicant.
2. All instances of sexual misconduct with students, as defined by BESE, committed by the applicant, if any, if such employer is/was a city, parish, or other local public School Board.

Adult sexual misconduct in schools, as defined by BESE for the purposes of disclosing information to the School Boards includes sexually inappropriate behavior by the adult that is directed at a student, including but not limited to sexually-related conversations, jokes, or questions directed at students. More specifically, *sexual misconduct* is:

- a. any conduct that would amount to sexual harassment under Title IX of the (U.S.) Education Amendments of 1972, as amended;
 - b. any conduct that would amount to a sexual offense affecting a minor under state criminal codes;
 - c. any sexual relationship by a school employee with a student, regardless of the student's age; with a former student under 18; with a former student (regardless of age) who suffers from a disability that would prevent consent in a relationship. All students enrolled in the school and in any organization in which the school employee holds a position of trust and responsibility are included;
 - d. any activity directed toward establishing a sexual relationship such as sending intimate letters, engaging in sexualized dialogue in person, via the Internet, in writing or by phone, making suggestive comments, dating a student.
3. All investigations of sexual misconduct by the applicant with a minor or student that occurred within thirty-six (36) months prior to the applicant's resignation, dismissal, or retirement from employment.

4. All actual or investigated cases of abuse or neglect committed by the applicant, if any, if such employer is/was the Louisiana School for the Deaf, the Louisiana School for the Visually Impaired, or the Louisiana Special Education Center.

In accordance with the Louisiana Children's Code, Art. 603:

1. *Abuse* means any one of the following acts which seriously endanger the physical, mental, or emotional health and safety of the child:
 - a. The infliction, attempted infliction, or, as a result of inadequate supervision, the allowance of the infliction or attempted infliction of physical or mental injury upon the child by a parent or any other person.
 - b. The exploitation or overwork of a child by a parent or any other person.
 - c. The involvement of the child in any sexual act with a parent or any other person, or the aiding or toleration by the parent or the caretaker of the child's sexual involvement with any other person or of the child's involvement in pornographic displays, or any other involvement of a child in sexual activity constituting a crime under the laws of Louisiana.
2. *Neglect* means the refusal or willful failure of a parent or caretaker to supply the child with necessary food, clothing, shelter, care, treatment, or counseling for any injury, illness, or condition of the child, as a result of which the child's physical, mental, or emotional health is substantially threatened or impaired. Neglect includes parental neglect. Consistent with Louisiana Children's Code, Art. 606(B), the inability of a parent or caretaker to provide for a child due to inadequate financial resources shall not, for that reason alone, be considered neglect. Whenever, in lieu of medical care, a child is being provided treatment in accordance with the tenets of a well-recognized religious method of healing which has a reasonable, proven record of success, the child shall not, for that reason alone, be considered to be neglected or maltreated. However, nothing herein shall prohibit the court from ordering medical services for the child when there is substantial risk of harm to the child's health or welfare.

If an investigation determined that a formal allegation of an applicant was inconclusive, unjustified, or otherwise without cause for further formal pursuit, the applicant shall not

be required to disclose such information.

The statement shall also request the current or previous employing School Board make available to the School Board, within twenty (20) business days of receipt of the request, copies of all documents as contained in the applicant's personnel file maintained by such employer relative to instances of sexual misconduct, if any. Such request for information shall include a copy of the required statement signed by the applicant.

The School Board may employ any applicant on a conditional basis pending the Board's review of any information obtained pursuant to this request. However, in accordance with statutory provisions, the School Board shall not hire any applicant who does not sign the statement as required by law.

Any information obtained by the School Board as a result of the statement and request outlined above shall be used by the Board *only* for the purpose of evaluating an applicant's qualifications for employment in the position for which he/she has applied, is not subject to the state public records statutes, and shall not be disclosed to any person, other than the applicant, who is not directly involved in the process of evaluating the applicant's qualifications for employment.

In addition to the above, the applicant shall grant permission by signing a statement on the application form that permits the School Board to have access to any and all reference, background, and previous employment information and to receive copies of any such documentation from a current or previous employer.

CRIMINAL HISTORY OF APPLICANTS

The Jefferson Parish School Board shall require, in accordance with state law, applicants for employment with the School Board to submit necessary information regarding their backgrounds. A prospective employee shall be required to provide authorization for the disclosure of any information regarding past criminal activities, including arrests for, convictions of, or having pled *nolo contendere* to any criminal offense. No person shall be hired by the Jefferson Parish School Board until the background check has been completed.

A standard applicant fingerprint card acceptable to the Louisiana Bureau of Criminal Identification and Information and a disclosure authorization form shall be provided the applicant by the School Board or may be obtained from local police authorities. It shall be the responsibility of the applicant to have his/her fingerprints taken by a qualified individual and submitted to the proper authorities for processing. Any cost associated with fingerprinting or the disclosure of background information on an applicant may be passed on to the applicant.

1. No person who has been convicted of or has plead *nolo contendere* to

crimes listed in La. Rev. Stat. Ann. §15:587.1 shall be hired as a teacher, substitute teacher, bus driver, substitute bus driver, or janitor, or as a temporary, part-time, or permanent school employee of any kind, unless approved in writing by a district judge and the district attorney with jurisdiction in this parish, or if employed on an emergency basis, unless approved in writing by the Superintendent. Any such statement of approval shall be kept on file at all times at the location wherein the employee is assigned and shall be produced upon request by any law enforcement officer.

2. For the purposes of reviewing the criminal history of prospective employees, any person employed to provide cafeteria, transportation, janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the school system.
3. Every such prospective employee shall be subjected to fingerprinting and each person's fingerprints shall be submitted to the proper authorities for a criminal history review.
4. A person who has submitted his/her fingerprints may be temporarily hired pending the results of the inquiry.
5. Upon the final conviction or upon a plea of *nolo contendere* of any crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74 (criminal neglect of family), any teacher may be dismissed following a hearing held in accordance with statutory provision.
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When a person is employed by the School Board, the salary must be known to the Board; if employed by contract, the length of employment and the annual salary increase must be stated at the time of hiring. No employee can be promoted, title changed, or given a higher salary unless approved by the Board.

CERTIFIED PERSONNEL

Principals shall have the responsibility for recommending personnel for employment on their respective campuses whenever an existing position(s) becomes vacant, and/or an additional position(s) is allotted. While other staff members may advise the principal and partake in interviews with prospective candidates, the principal possesses ultimate responsibility for the hiring of all personnel. Such recommendations must be submitted to the Human Resources Department in writing for review and approval by the Superintendent/designee. Principal recommendations may be disapproved by the Superintendent/designee if it is discovered that the principal employed unethical and/or illegal hiring practices. Otherwise, the principal's recommendation(s) must be accepted and placed on the consent agenda for ultimate approval by the Board. This responsibility may not be delegated to an assistant principal or other staff member(s) unless approved due to extenuating circumstances, by the principal's immediate

supervisor.

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 - b. The exploitation or overwork of a child by a parent or any other person.
 - c. The involvement of the child in any sexual act with a parent or any other person, or the aiding or toleration by the parent or the caretaker of the child's sexual involvement with any other person or of the child's involvement in pornographic displays, or any other involvement of a child in sexual activity constituting a crime under the laws of Louisiana.
2. *Neglect* means the refusal or willful failure of a parent or caretaker to supply the child with necessary food, clothing, shelter, care, treatment, or counseling for any injury, illness, or condition of the child, as a result of which the child's physical, mental, or emotional health is substantially threatened or impaired. Neglect includes parental neglect. Consistent with Louisiana Children's Code, Art. 606(B), the inability of a parent or caretaker to provide for a child due to inadequate financial resources shall not, for that reason alone, be considered neglect. Whenever, in lieu of medical care, a child is being provided treatment in accordance with the tenets of a well-recognized religious method of healing which has a reasonable, proven record of success, the child shall not, for that reason alone, be considered to be neglected or maltreated. However, nothing herein shall prohibit the court from ordering medical services for the child when there is substantial risk of harm to the child's health or welfare.

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The Jefferson Parish School Board shall require, in accordance with state law, applicants for employment with the School Board to submit necessary information regarding their backgrounds. A prospective employee shall be required to provide authorization for the disclosure of any information regarding past criminal activities, including arrests, convictions, having pled nolo contendere, or other dispositions, including dismissal of convictions, of any criminal offense, in accordance with La. Rev. Stat. Ann. §15:587. No person shall be hired by the Jefferson Parish School Board until the background check has been completed.

A standard applicant fingerprint card acceptable to the Louisiana Bureau of Criminal Identification and Information and a disclosure authorization form shall be provided the applicant by the School Board or may be obtained from local police authorities. It shall be the responsibility of the applicant to have his/her fingerprints taken by a qualified individual and submitted to the proper authorities for processing. Any cost associated

with fingerprinting or the disclosure of background information on an applicant may be passed on to the applicant.

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The Superintendent or his/her designee shall be responsible for establishing and maintaining appropriate procedures for reviewing and evaluating any and all applicants for selection, including administrative and supervisory personnel, and assuring adherence to applicable state and federal legal requirements. Selection of personnel to fill all positions shall be made on a non-discriminatory basis with selection procedures and evaluative criteria known to all applicants. Applicants should not resort to the use of political, social, or other pressures to gain employment or promotion.

PERSONNEL CHANGES

The School Board shall select teachers and all other personnel from recommendations made by the Superintendent. It shall be the responsibility of the Superintendent to ensure that all persons recommended have proper certification where applicable, and are qualified for the position. Nothing shall prevent the School Board from rejecting the recommendation made by the Superintendent and requiring the Superintendent to submit additional recommendations.

When a person is employed by the School Board, the salary must be known to the Board; if employed by contract, the length of employment and the annual salary increase must be stated at the time of hiring. No employee can be promoted, title changed, or given a higher salary unless approved by the Board.

CERTIFIED PERSONNEL

Principals shall have the responsibility for recommending personnel for employment on their respective campuses whenever an existing position(s) becomes vacant, and/or an additional position(s) is allotted. While other staff members may advise the principal and partake in interviews with prospective candidates, the principal possesses ultimate responsibility for the hiring of all personnel. Such recommendations must be submitted to the Human Resources Department, in writing for review and approval by the Superintendent/designee. Principal recommendations may be disapproved by the Superintendent/designee if it is discovered that the principal employed unethical and/or illegal hiring practices. Otherwise, the principal's recommendation(s) must be accepted and placed on the consent agenda for ultimate approval by the Board. This responsibility may not be delegated to an assistant principal or other staff member(s) unless approved due to extenuating circumstances, by the principal's immediate

supervisor.

BUS DRIVERS

The School Board shall only employ as school bus drivers those persons who have met all state and federal requirements for such position. Whenever a school bus operator is needed to drive a new route or a route vacated by a previous operator, the school bus operator who is tenured and has acquired the greatest seniority shall be offered the opportunity to and may change from driving his/her route to the vacant route before another operator is selected. If the tenured bus operator with the greatest seniority chooses not to change to the vacant route, the route shall then be offered in order of seniority to a school bus operator who has acquired tenure until the route is filled.

If no tenured operator chooses to change to the vacant route, the route shall then be offered to full-time non-tenured probationary bus operators in order of seniority until the route is filled.

If no regular bus operator, tenured or probationary, chooses to change to the vacant route, then the route shall be offered to substitute bus operators in order of seniority until the route is filled. If no tenured, probationary, or substitute bus operator wants the route, then a new driver shall be hired.

If a regular bus operator chooses to change routes, then his/her vacant route shall be filled using the same process as outlined above.

Whenever a school bus operator owning his/her own bus retires, the Board shall first offer a vacated route to any person meeting the requirements of the School Board who is willing to acquire the bus of the retiring operator at full appraised value. This provision shall be applicable only when the bus owned by the retiring operator has been manufactured within a period of five (5) years immediately prior to the operator's retirement and the operator is retiring due to a documented physical disability.

The School Board may select an operator to fill a vacant route using a different process than outlined above, but **only** if the Board is required to bear an increase in the unreimbursed costs for non-passenger miles over those attributable to the previous operator who vacated the route.

Whenever a vacancy occurs on a route due to death, resignation, retirement, or the expiration of the regular operator's approved leave, or a new route is established, the route shall be filled with a regular school bus operator using the process stated above no later than the following school year unless the route is consolidated or eliminated.

If an operator is on approved leave, his/her route shall not be considered a vacant route. A substitute shall be used to drive a route for an operator on approved leave regardless of the length of time of the approved leave.

Vacant trips will be assigned in the best interest of the School System and the student to be served. To the extent it is practical to do so seniority as a bus driver will be used; however, size of bus, time schedules, frozen mileage, availability of bus attendants (if applicable), and other factors must be considered.

NOTE: The practice of “bumping” shall not be utilized.

Definitions

Seniority: The first consideration for seniority for bus owner/operator is the total period of continuous uninterrupted full-time service as a school bus operator with the Jefferson Parish School Board excluding official leave time granted by the School Board. When the experience as an owner/operator is equal, then second consideration shall be the number of years of uninterrupted service as an employee of the Jefferson Parish School Board. When these two factors are equal, then routes shall be awarded by random selections.

NOTES:

- (1) Non-tenured school bus operators who have previous uninterrupted full - time service for the purpose of determining seniority among non-tenured bus operators if a reduction in force (R.I.F.) is necessary.
- (2) For the purpose of base pay (salary) as an owner/operator, the employee will be given credit for all years of service as an employee of the Jefferson Parish School Board.

Route and Trip: A route is the transportation of student to and from school and/or prescribed destinations. School buses normally run two (2) routes per day (one each morning and afternoon). Bus routes are measured in the terms of one-way mileage. Paid one-way mileage begins when the first child is picked up and ends when the final destination or school is reached.

NOTE:

An example of a morning route is as follows: a trip to pick up and deliver to a high school; followed by a trip to pick up and deliver students to a middle school; followed by a trip(s) to pick up and deliver students to one or more elementary school(s).

OTHER SUPPORT PERSONNEL

Applicants shall be selected for support positions based on criteria as may be determined by the School Board. Unless specifically covered by a written employment

contract expressly entered into by the individual employee and the Board, school support employees shall be hired on an *at-will employment basis*, which means they are subject to dismissal upon the written recommendation of the Superintendent. *School support employee* shall mean any employee of the Board that is not required to hold a valid teacher's certificate as a condition of employment or is not a bus driver. All appointments shall be temporary until ability to perform assigned tasks has been determined.

DISCLOSURE OF INFORMATION BY APPLICANT

Prior to hiring any employee, the School Board shall require the applicant to sign a statement that authorizes the release and disclosure of the following information by the applicant's current or previous employer(s):

1. All actual cases of sexual misconduct with a minor or student by the applicant.
2. All instances of sexual misconduct with students, as defined by BESE, committed by the applicant, if any, if such employer is/was a city, parish, or other local public School Board.

Adult sexual misconduct in schools, as defined by BESE for the purposes of disclosing information to the School Boards includes sexually inappropriate behavior by the adult that is directed at a student, including but not limited to sexually-related conversations, jokes, or questions directed at students. More specifically, *sexual misconduct* is:

- a. any conduct that would amount to sexual harassment under Title IX of the (U.S.) Education Amendments of 1972, as amended;
 - b. any conduct that would amount to a sexual offense affecting a minor under state criminal codes;
 - c. any sexual relationship by a school employee with a student, regardless of the student's age; with a former student under 18; with a former student (regardless of age) who suffers from a disability that would prevent consent in a relationship. All students enrolled in the school and in any organization in which the school employee holds a position of trust and responsibility are included;
 - d. any activity directed toward establishing a sexual relationship such as sending intimate letters, engaging in sexualized dialogue in person, via the Internet, in writing or by phone, making suggestive comments, dating a student.
3. All investigations of sexual misconduct by the applicant with a minor or

student that occurred within thirty-six (36) months prior to the applicant's resignation, dismissal, or retirement from employment.

4. All actual or investigated cases of abuse or neglect committed by the applicant, if any, if such employer is/was the Louisiana School for the Deaf, the Louisiana School for the Visually Impaired, or the Louisiana Special Education Center.

In accordance with the Louisiana Children's Code, Art. 603:

1. *Abuse* means any one of the following acts which seriously endanger the physical, mental, or emotional health and safety of the child:
 - a. The infliction, attempted infliction, or, as a result of inadequate supervision, the allowance of the infliction or attempted infliction of physical or mental injury upon the child by a parent or any other person.
 - b. The exploitation or overwork of a child by a parent or any other person.
 - c. The involvement of the child in any sexual act with a parent or any other person, or the aiding or toleration by the parent or the caretaker of the child's sexual involvement with any other person or of the child's involvement in pornographic displays, or any other involvement of a child in sexual activity constituting a crime under the laws of Louisiana.
2. *Neglect* means the refusal or willful failure of a parent or caretaker to supply the child with necessary food, clothing, shelter, care, treatment, or counseling for any injury, illness, or condition of the child, as a result of which the child's physical, mental, or emotional health is substantially threatened or impaired. Neglect includes parental neglect. Consistent with Louisiana Children's Code, Art. 606(B), the inability of a parent or caretaker to provide for a child due to inadequate financial resources shall not, for that reason alone, be considered neglect. Whenever, in lieu of medical care, a child is being provided treatment in accordance with the tenets of a well-recognized religious method of healing which has a reasonable, proven record of success, the child shall not, for that reason alone, be considered to be neglected or maltreated. However, nothing herein shall prohibit the court from ordering medical services for the child when there is substantial risk of harm to the child's health or welfare.

If an investigation determined that a formal allegation of an applicant was inconclusive, unjustified, or otherwise without cause for further formal pursuit, the applicant shall not be required to disclose such information.

The statement shall also request the current or previous employing School Board make available to the School Board, within twenty (20) business days of receipt of the request, copies of all documents as contained in the applicant's personnel file maintained by such employer relative to instances of sexual misconduct, if any. Such request for information shall include a copy of the required statement signed by the applicant.

The School Board may employ any applicant on a conditional basis pending the Board's review of any information obtained pursuant to this request. However, in accordance with statutory provisions, the School Board shall not hire any applicant who does not sign the statement as required by law.

Any information obtained by the School Board as a result of the statement and request outlined above shall be used by the Board *only* for the purpose of evaluating an applicant's qualifications for employment in the position for which he/she has applied, is not subject to the state public records statutes, and shall not be disclosed to any person, other than the applicant, who is not directly involved in the process of evaluating the applicant's qualifications for employment.

In addition to the above, the applicant shall grant permission by signing a statement on the application form that permits the School Board to have access to any and all reference, background, and previous employment information and to receive copies of any such documentation from a current or previous employer.

CRIMINAL HISTORY OF APPLICANTS

The Jefferson Parish School Board shall require, in accordance with state law, applicants for employment with the School Board to submit necessary information regarding their backgrounds. A prospective employee shall be required to provide authorization for the disclosure of any information regarding past criminal activities, including arrests, convictions, having pled nolo contendere, or other dispositions, including dismissal of convictions, of any criminal offense, in accordance with La. Rev. Stat. Ann. §15:587. No person shall be hired by the Jefferson Parish School Board until the background check has been completed.

A standard applicant fingerprint card acceptable to the Louisiana Bureau of Criminal Identification and Information and a disclosure authorization form shall be provided the applicant by the School Board or may be obtained from local police authorities. It shall be the responsibility of the applicant to have his/her fingerprints taken by a qualified individual and submitted to the proper authorities for processing. Any cost associated

with fingerprinting or the disclosure of background information on an applicant may be passed on to the applicant.

1. No person who has been convicted of or has plead *nolo contendere* to crimes listed in La. Rev. Stat. Ann. §15:587.1 shall be hired as a teacher, substitute teacher, bus driver, substitute bus driver, or janitor, or as a temporary, part-time, or permanent school employee of any kind, unless approved in writing by a district judge and the district attorney with jurisdiction in this parish, or if employed on an emergency basis, unless approved in writing by the Superintendent. Any such statement of approval shall be kept on file at all times at the location wherein the employee is assigned and shall be produced upon request by any law enforcement officer.
2. For the purposes of reviewing the criminal history of prospective employees, any person employed to provide cafeteria, transportation, janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the school system.
3. Every such prospective employee shall be subjected to fingerprinting and each person's fingerprints shall be submitted to the proper authorities for a criminal history review.
4. A person who has submitted his/her fingerprints may be temporarily hired pending the results of the inquiry.
5. Upon the final conviction or upon a plea of *nolo contendere* of any crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74 (criminal neglect of family), any teacher may be dismissed following a hearing held in accordance with statutory provision.
6. Any other school employee if such employee is convicted of or pleads *nolo contendere* to crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, may be dismissed.
7. A teacher or any other School Board employee shall report any final conviction or plea of guilty or *nolo contendere* to any criminal offense, excluding traffic offenses, to the School Board within forty-eight (48) hours of conviction or plea.
8. The Board may reemploy a teacher or other school employee who has been convicted of crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, **only** upon written approval of a district judge and the district attorney who has jurisdiction in this school district, or

upon written documentation from the court in which the conviction occurred stating that the conviction had been reversed, set aside, or vacated.

Revised: September, 2006
Revised: September, 2008
Revised: October, 2008
Revised: August, 2009

Revised: September, 2009
Revised: August, 2010
Revised: October, 2010
Revised: November, 2010
Revised: September, 2011

Ref: La. Rev. Stat. Ann. ' '11:710, 15:587, 15:587.1, 17:15, 17:81, 17:81.9, 17:430, 17:493.1, 23:897; La. Children's Code, Art. 603; Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of Education; Board minutes, 6-12-85, 8-10-88, 1-27-99, 5-1-02, 10-2-02, 6-16-04, 8-3-05, 1-18-06, 4-16-08, 2-4-09, 6-2-10.

TENURE

CERTIFICATED PERSONNEL

The Jefferson Parish School Board shall grant tenure to certified teachers who have successfully served a probationary term of three (3) calendar years from the date of their appointment as certified employees within the school district. If not notified in writing by the School Board at, or before, expiration of the probationary period that he or she has been discharged, such teacher shall automatically become a regular and permanent teacher upon the teacher reporting for the first school day of the teacher's fourth (4th) year of employment with the School Board. The term **teacher** as used herein is defined to mean and include all professional employees of the system who hold teaching certificates and whose job descriptions require the holding of such certificates. The probationary period shall not begin until the date of issuance of certification for that professional employee, or the date of hire, whichever is later.

The laws relating to tenure are applicable to teachers, principals, assistant principals, supervisors, and other appropriate personnel. Teachers with extracurricular assignments acquire tenure as teachers but not in their position of the extracurricular assignment. Teachers who have been promoted and as a result have entered into an administrative contract with the Board shall not be eligible to acquire tenured status in the position to which promoted but shall retain permanent status in their former tenured positions.

Substitute teachers, those in federally funded programs, and those teaching on any kind of temporary certificate or special certification waiver cannot acquire tenure. Principals, supervisors, and other administrative personnel on administrative contracts do not acquire tenure. Coaches cannot earn tenure as coaches.

BUS OPERATORS

Tenure shall be granted bus operators in accordance with state law. The law specifies that bus operators shall serve a probationary term of three (3) years reckoned from the date of first employment by the system, provided bus operators personally operate and drive the school bus they are employed to operate. Upon absence of notification of dismissal within that time, the employee becomes a permanent employee, with tenure in the system.

OTHER SUPPORT EMPLOYEES

No tenure is granted by law to other school support employees of the Jefferson Parish School Board. **School support employee** shall be defined as any employee who is not certified to teach or is not employed as a bus driver.

Ref: La. Rev. Stat. Ann. ' ' 17:441, 17:442, 17:443, 17:444, 17:492, 17:493, 17:493.1, 17:494, 17:495, 17:496, 17:496.1, 17:497, 17:497.1, 17:497.2, 17:497.3, 17:497.4, 17:498, 17:499, 17:499.1, 17:1205, 17:1213, 17:1217.

DISMISSAL OF EMPLOYEES

It shall be the policy of the Jefferson Parish School Board to strive to assist personnel in every way possible to adjust to their positions and to perform their duties satisfactorily. Every reasonable effort shall be made to avoid the necessity of dismissing personnel at any level.

With the exception of lay-offs caused by programmatic changes, budget cuts, staff reorganizations, and/or reductions in force, no School Board employee shall be dismissed except upon valid reasons. Any school employee shall be dismissed by the Board, in accordance with statutory provisions, upon final conviction or pleading *nolo contendere* of certain crimes enumerated in La. Rev. Stat. Ann. §15:587.1 and/or any other felony.

CERTIFICATED EMPLOYEES

A permanent teacher shall not be removed from his/her position except upon written and signed charges of willful neglect of duty, or incompetency, dishonesty, or immorality, or of being a member of or contributing to any group, organization, movement, or corporation that is by law or injunction prohibited from operating in the state of Louisiana, and then only if found guilty after a hearing by the School Board by a majority of the Board's membership.

The Board, if it decides to proceed upon the charges, shall notify the tenured teacher in writing at least twenty (20) days prior to the hearing, stating the charges brought against him/her, and shall arrange for a hearing to be held in accordance with due process provisions of the law, such hearing to be public or private at the option of the tenured teacher.

During the probationary term of an employee of the school district, the Board may dismiss an employee upon the written recommendation of the Superintendent; said recommendation to include valid reasons for the dismissal.

Performance Contracts

Professional personnel who have entered into employment contracts with the Board may be removed from employment upon being found incompetent, inefficient, or failing to fulfill the terms and performance objectives of his/her contract during the term of his contract. Notification of termination of an employment contract shall be in accordance with terms of the contract and applicable state law. Any person so removed shall be entitled to written charges, notice of hearings, and a fair hearing before the Board. If the person so removed had previously acquired tenure, then upon removal or non-renewal of contract, he/she shall be returned to his/her former position or one of equal salary as his/her former position, unless the employee chooses to terminate his/her employment.

SUPPORT PERSONNEL

With the exception of lay-offs caused by programmatic changes, budget cuts, staff reorganizations, and/or reductions in force, no employee of the Jefferson Parish School Board shall be dismissed without Board approval.

Bus Operators

During his/her probationary term, a bus operator may be dismissed by the Board upon the Superintendent's written recommendation, accompanied by valid reasons therefore.

Any school bus operator found unsatisfactory by the Board at the expiration of his/her probationary term shall be notified in writing by the District that he/she has been discharged or dismissed.

A permanent school bus operator shall not be removed from his/her position except upon written and signed charges of willful neglect of duty, or incompetence, or immorality, or drunkenness while on duty, or physical disability to perform his/her duties, or failure to keep his/her transfer equipment in a safe, comfortable, and practical operating condition, or of being a member of or contributing to any group, organization, movement, or corporation that is prohibited by law or injunction from operating in the state, and then only if found guilty after a hearing by the School Board by a majority of the Board's membership. An additional ground for the removal from office of any permanent school bus operator shall be the abolition, discontinuance, or consolidation of routes, but then only if it is found as a fact, after a hearing by the School Board, that it is in the best interests of the school system to abolish, discontinue, or consolidate said route or routes.

All hearings shall be private or public, at the option of the operator affected thereby. At least twenty (20) days in advance of the date of the hearing the Superintendent, with approval of the School Board, shall furnish the affected operator a copy of the written grounds on which said abolition, discontinuance, or consolidation of routes is sought. The operator affected shall have the right to appear before the Board with witnesses in his/her behalf and with counsel of his/her selection, all of whom shall be heard by the Board at said hearing.

If a permanent school bus operator is found guilty, the Superintendent shall furnish to the school bus operator a written statement of recommendation of removal or discipline, which shall include but not be limited to the exact reason, offense, or instance upon which the recommendation is based.

In the event that one or more school bus operators must be removed due to the abolition, discontinuance, or consolidation of routes, the principle of seniority shall apply, so that the last school bus operator hired to serve within the school system to be affected shall be the first to be removed.

Support Employees Other Than Bus Operators

Dismissal of any non-tenured support school employee shall be accomplished in accordance with the following procedure:

- (1) Should the Superintendent determine that the dismissal of a non-tenured employee is warranted, he/she shall make a written recommendation of dismissal to the School Board. The recommendation shall outline the reasons thereof, and a copy of said recommendation shall be provided to the employee.
- (2) The School Board shall be asked to act upon the recommended dismissal at the next meeting following its receipt of such written recommendation.

As used herein, *non-tenured employees* shall refer to those school employees who have not attained tenure, including, without limitation, janitors/custodians, teachers' aides, clerical employees, maintenance workers, and cafeteria workers.

If an employee leaves without resigning, after ten (10) days such action shall be considered willful neglect of duty and a recommendation shall be made by the Superintendent to the Board for dismissal of the employee.

Ref: La. Rev. Stat. Ann. ' '15:587.1, 17:15, 17:81.5, 17:443, 17:444, 17:461, 17:462, 17:463, 17:493, 17:522, 17:523.

DISMISSAL OF EMPLOYEES

It shall be the policy of the Jefferson Parish School Board to strive to assist personnel in every way possible to adjust to their positions and to perform their duties satisfactorily. Every reasonable effort shall be made to avoid the necessity of dismissing personnel at any level.

With the exception of lay-offs caused by programmatic changes, budget cuts, staff reorganizations, and/or reductions in force, no School Board employee shall be dismissed except upon valid reasons. Any school employee shall be dismissed by the Board, in accordance with statutory provisions, upon final conviction or pleading *nolo contendere* of certain crimes enumerated in La. Rev. Stat. Ann. §15:587.1 and/or any other felony.

If an employee leaves without resigning, after ten (10) days such action shall be considered willful neglect of duty and a recommendation shall be made by the Superintendent to the Board for dismissal of the employee.

CERTIFICATED EMPLOYEES

A permanent teacher shall not be removed from his/her position except upon written and signed charges of willful neglect of duty, or incompetency, dishonesty, or immorality, or of being a member of or contributing to any group, organization, movement, or corporation that is by law or injunction prohibited from operating in the state of Louisiana, and then only if found guilty after a hearing by the School Board by a *majority of the Board's membership*.

The Board, if it decides to proceed upon the charges, shall notify the tenured teacher in writing at least twenty (20) days prior to the hearing, stating the charges brought against him/her, and shall arrange for a hearing to be held in accordance with due process provisions of the law, such hearing to be public or private at the option of the tenured teacher.

During the probationary term of an employee of the school district, the Board may dismiss an employee upon the written recommendation of the Superintendent; said recommendation to include valid reasons for the dismissal.

Performance Contracts

Professional personnel who have entered into employment contracts with the Board may be removed from employment upon being found incompetent, inefficient, or failing to fulfill the terms and performance objectives of his/her contract during the term of his contract. Notification of termination of an employment contract shall be in accordance with terms of the contract and applicable state law. Any person so removed shall be

entitled to written charges, notice of hearings, and a fair hearing before the Board. If the person so removed had previously acquired tenure, then upon removal or non-renewal of contract, he/she shall be returned to his/her former position or one of equal salary as his/her former position, unless the employee chooses to terminate his/her employment.

SUPPORT PERSONNEL

Bus Operators

During his/her probationary term, a bus operator may be dismissed by the Board upon the Superintendent's written recommendation, accompanied by valid reasons therefore.

Any school bus operator found unsatisfactory by the Board at the expiration of his/her probationary term shall be notified in writing by the District that he/she has been discharged or dismissed.

A permanent school bus operator shall not be removed from his/her position except upon written and signed charges of willful neglect of duty, or incompetence, or immorality, or drunkenness while on duty, failure to comply with requirements of La. Rev. Stat. Ann. §17:491.3 relative to being arrested for one or more of the specified offenses, or physical disability to perform his/her duties, or failure to keep his/her transfer equipment in a safe, comfortable, and practical operating condition, or of being a member of or contributing to any group, organization, movement, or corporation that is prohibited by law or injunction from operating in the state, and then only if found guilty after a hearing by the School Board by *a majority of the Board's membership*. An additional ground for the removal from office of any permanent school bus operator shall be the abolition, discontinuance, or consolidation of routes, but then only if it is found as a fact, after a hearing by the School Board, that it is in the best interests of the school system to abolish, discontinue, or consolidate said route or routes.

All hearings shall be private or public, at the option of the operator affected thereby. At least twenty (20) days in advance of the date of the hearing the Superintendent, with approval of the School Board, shall furnish the affected operator a copy of the written grounds on which said abolition, discontinuance, or consolidation of routes is sought. The operator affected shall have the right to appear before the Board with witnesses in his/her behalf and with counsel of his/her selection, all of whom shall be heard by the Board at said hearing.

If a permanent school bus operator is found guilty, the Superintendent shall furnish to the school bus operator a written statement of recommendation of removal or discipline, which shall include but not be limited to the exact reason, offense, or instance upon which the recommendation is based.

In the event that one or more school bus operators must be removed due to the

abolition, discontinuance, or consolidation of routes, the principle of seniority shall apply, so that the last school bus operator hired to serve within the school system to be affected shall be the first to be removed.

Support Employees Other Than Bus Operators

Dismissal of any non-tenured support school employee shall be accomplished in accordance with the following procedure:

- (1) Should the Superintendent determine that the dismissal of a non-tenured employee is warranted, he/she shall make a written recommendation of dismissal to the School Board. The recommendation shall outline the reasons thereof, and a copy of said recommendation shall be provided to the employee.
- (2) The School Board shall be asked to act upon the recommended dismissal at the next meeting following its receipt of such written recommendation.

As used herein, *non-tenured employees* shall refer to those school employees who have not attained tenure, including, without limitation, janitors/custodians, teachers' aides, clerical employees, maintenance workers, and cafeteria workers.

Revised: September, 2010

Ref: La. Rev. Stat. Ann. ' ' 15:587.1, 17:15, 17:81.5, 17:443, 17:444, 17:492, 17:493.

DISMISSAL OF EMPLOYEES

It shall be the policy of the Jefferson Parish School Board to strive to assist personnel in every way possible to adjust to their positions and to perform their duties satisfactorily. Every reasonable effort shall be made to avoid the necessity of dismissing personnel at any level.

With the exception of lay-offs caused by programmatic changes, budget cuts, staff reorganizations, and/or reductions in force, no School Board employee shall be dismissed except upon valid reasons. Any school employee shall be dismissed by the Board, in accordance with statutory provisions, upon final conviction or pleading *nolo contendere* of certain crimes enumerated in La. Rev. Stat. Ann. §15:587.1 and/or any other felony.

If an employee leaves without resigning, after ten (10) days such action shall be considered willful neglect of duty and a recommendation shall be made by the Superintendent to the Board for dismissal of the employee.

CERTIFICATED EMPLOYEES

A permanent teacher shall not be removed from his/her position except upon written and signed charges of willful neglect of duty, or incompetency, dishonesty, or immorality, or of being a member of or contributing to any group, organization, movement, or corporation that is by law or injunction prohibited from operating in the state of Louisiana, and then only if found guilty after a hearing by the School Board by a *majority of the Board's membership*.

The Board, if it decides to proceed upon the charges, shall notify the tenured teacher in writing at least twenty (20) days prior to the hearing, stating the charges brought against him/her, and shall arrange for a hearing to be held in accordance with due process provisions of the law, such hearing to be public or private at the option of the tenured teacher.

During the probationary term of an employee of the school district, the Board may dismiss an employee upon the written recommendation of the Superintendent; said recommendation to include valid reasons for the dismissal.

Performance Contracts

Professional personnel who have entered into employment contracts with the Board may be removed from employment upon being found incompetent, inefficient, or failing to fulfill the terms and performance objectives of his/her contract during the term of his contract. Notification of termination of an employment contract shall be in accordance with terms of the contract and applicable state law. Any person so removed shall be

entitled to written charges, notice of hearings, and a fair hearing before the Board. If the person so removed had previously acquired tenure, then upon removal or non-renewal of contract, he/she shall be returned to his/her former position or one of equal salary as his/her former position, unless the employee chooses to terminate his/her employment.

SUPPORT PERSONNEL

Bus Operators

During his/her probationary term, a bus operator may be dismissed by the Board upon the Superintendent's written recommendation, accompanied by valid reasons therefore.

Any school bus operator found unsatisfactory by the Board at the expiration of his/her probationary term shall be notified in writing by the District that he/she has been discharged or dismissed.

A permanent school bus operator shall not be removed from his/her position except upon written and signed charges of willful neglect of duty, or incompetence, or immorality, or drunkenness while on duty, failure to comply with requirements of La. Rev. Stat. Ann. §17:491.3 relative to being arrested for one or more of the specified offenses, or physical disability to perform his/her duties, or failure to keep his/her transfer equipment in a safe, comfortable, and practical operating condition, or of being a member of or contributing to any group, organization, movement, or corporation that is prohibited by law or injunction from operating in the state, and then only if found guilty after a hearing by the School Board by *a majority of the Board's membership*. An additional ground for the removal from office of any permanent school bus operator shall be the abolition, discontinuance, or consolidation of routes, but then only if it is found as a fact, after a hearing by the School Board, that it is in the best interests of the school system to abolish, discontinue, or consolidate said route or routes.

All hearings shall be private or public, at the option of the operator affected thereby. At least twenty (20) days in advance of the date of the hearing the Superintendent, with approval of the School Board, shall furnish the affected operator a copy of the written grounds on which said abolition, discontinuance, or consolidation of routes is sought. The operator affected shall have the right to appear before the Board with witnesses in his/her behalf and with counsel of his/her selection, all of whom shall be heard by the Board at said hearing.

If a permanent school bus operator is found guilty, the Superintendent shall furnish to the school bus operator a written statement of recommendation of removal or discipline, which shall include but not be limited to the exact reason, offense, or instance upon which the recommendation is based.

In the event that one or more school bus operators must be removed due to the

abolition, discontinuance, or consolidation of routes, the principle of seniority shall apply, so that the last school bus operator hired to serve within the school system to be affected shall be the first to be removed.

Support Employees Other Than Bus Operators

Dismissal of any non-tenured support school employee shall be accomplished in accordance with the following procedure:

- (1) Should the Superintendent determine that the dismissal of a non-tenured employee is warranted, he/she shall make a written recommendation of dismissal to the School Board. The recommendation shall outline the reasons thereof, and a copy of said recommendation shall be provided to the employee.
- (2) The School Board shall be asked to act upon the recommended dismissal at the next meeting following its receipt of such written recommendation.

As used herein, *non-tenured employees* shall refer to those school employees who have not attained tenure, including, without limitation, janitors/custodians, teachers' aides, clerical employees, maintenance workers, and cafeteria workers.

Revised: September, 2010

Revised: September, 2011

Ref: La. Rev. Stat. Ann. ' ' 15:587.1, 17:15, 17:81.5, 17:443, 17:444, 17:492, 17:493.
Board minutes, 4-6-11, 9-7-11

RESIGNATION

The Jefferson Parish School Board shall require any employee who wishes to terminate his/her employment with the School Board to submit a letter of resignation to the Superintendent or his/her designee. The Superintendent shall finalize resignations by accepting letters of resignation in the name of the School Board and under all judicial and statutory powers accorded to it. Resignations received after August 1st, when accepted, shall only be considered for approval by the Board, and then only when a suitable replacement is available for employment.

Employees resigning from employment with the School Board after the end of the school session shall do so as soon as possible.

Resignations should include the reason for the request and the exact date for release.

Ref: La. Rev. Stat. Ann. '17:81

SABBATICAL LEAVE

The Jefferson Parish School Board shall grant sabbatical leave for the purpose of professional or cultural improvement or for medical leave to all teaching personnel in accordance with statutory provisions. *Teaching personnel* shall include any person employed by the Board who holds a valid teaching certificate issued by the Louisiana Board of Elementary and Secondary Education and any social worker, guidance counselor, or school psychologist employed by the Board who holds, as applicable, a valid professional ancillary certificate in school social work, guidance counseling, or school psychology issued by the Louisiana Department of Education.

All bargaining unit employees shall be governed by the *Agreement between the Jefferson Federation of Teachers and the Jefferson Parish School Board*.

ELIGIBILITY

Sabbatical leave may be granted on the ratio of two (2) semesters for twelve (12) or more consecutive semesters of active service within the employ of the School Board or one (1) semester for six (6) or more consecutive semesters of such service.

Active service accumulated toward sabbatical leave shall not be deemed to be interrupted by any of the following:

- a. Absence on ***sick leave*** or ***extended sick leave***,
- b. Absence on ***special leave without pay*** due to medical reasons, if at the time such leave is granted by the School Board it is deemed not to interrupt the accumulation of service provided the semester(s) in which a special leave without pay occurs shall not be counted in the computation of semesters for qualification for sabbatical leave.

At no time may more than five percent (5%) of the total number of teachers employed in a school system be on leave. Selection of employees among those who qualify for sabbatical leave must be based on years of continuous service and other criteria as specified by statute.

MEDICAL SABBATICAL LEAVE

A teacher may make application for *medical sabbatical leave*, which shall be accompanied by a statement from a licensed physician certifying that the leave is medically necessary.

If the Board, upon review of the application, questions the validity or accuracy of the certification, the Board may require the applicant, as a condition for continued

consideration of the application, to be examined by a licensed physician selected by the Board. In such a case, the Board shall pay all costs of the examination and any tests determined to be necessary. If the physician selected by the Board finds a medical necessity, the leave application shall be granted.

If the physician selected by the Board disagrees with the certification of the physician selected by the applicant, then the Board may require the applicant, as a condition for continued consideration of the application, to be examined by a third licensed appropriate physician whose name appears next in the rotation of physicians on a list established by the local medical society for such purpose and maintained by the School Board. All costs of an examination and any required tests by a third physician shall be paid by the Board. The opinion of the third physician shall decide the issue.

The opinion of all physicians consulted shall be submitted to the Board in the form of a **sworn statement**. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.

SABBATICAL LEAVE FOR PROFESSIONAL OR CULTURAL IMPROVEMENT

Every person on sabbatical leave for the purpose of professional or cultural improvement, shall during each semester of leave, pursue a program of study, earning at least nine (9) undergraduate credit hours, provided such hours directly improve the person's skills and knowledge as a teacher, or six (6) graduate credit hours, or be certified as a full-time student at an institution of higher learning accredited by the respective State Board of Education or territorial board in which such institution is located. If less than fifteen (15) weeks is spent as specified above, the number of weeks less than fifteen (15) shall be spent in either of the two (2) alternatives specified below:

- (1) Pursue a program of independent study, research, authorship or investigation which involves an approximately equivalent amount of work and which is *approved by the Board*.
- (2) Engage in travel which is so planned as to be of definite educational value and which has been *approved by the Board*.

PROCEDURE FOR APPLICATION

- A. Application for sabbatical leave shall be made on the form, *Request for Sabbatical Leave*, provided by the Superintendent. Applications shall be sent to the Superintendent, Assistant Superintendent of Human Resources or Superintendent's designee by *certified mail, return receipt requested* at least sixty (60) days preceding the beginning of the semester of the scholastic year for which leave is requested, with the following exception; if a teacher or other professional employee has become sick during a semester and requests medical sabbatical leave, it shall be sufficient to mail said application thirty (30) days prior to the date

upon which the requested leave is to commence.

The Superintendent shall inform the teacher of the approval or denial of sabbatical leave at least thirty (30) days preceding the beginning of the semester of the school year for which the leave is requested, except that, where a teacher has become sick during a semester and has requested medical sabbatical leave, the Superintendent shall inform the teacher of approval or denial of such leave as soon as possible after receipt of his/her request for leave.

- B. Whenever in accordance with statutory provisions some of the applications cannot be granted, from among those which would otherwise be granted, those to be granted shall be determined in the following manner:
- (1) Preference in every case shall be given to the applicant who has rendered active service in the school system for the greatest number of consecutive semesters immediately preceding the period for which leave is requested.
 - (2) Where any two (2) applicants rank equally in point of continuous service, preference in every case shall be given to the applicant who has rendered service in the school system for the greater total number of semesters.
 - (3) Where any two (2) applicants rank equally in both point of continuous service and in point of total service, preference in every case shall be given to the applicant whose date of birth is earlier.
 - (4) In cases where all factors are equal, the tie shall be broken by the drawing of lots in the presence of the employees.
- C. Applicants whose applications are filed in the first thirty (30) days of the semester shall be given a preference over those who seek sabbatical leave under the special provision relating to sickness during a school semester.
- D. Every application for sabbatical leave shall specify **all** of the following:
- (1) The period for which leave is requested;
 - (2) Whether leave is requested for the purpose of professional or cultural improvement, or for the purpose of medical leave;
 - (3) The precise manner, in so far as possible, in which such leave, if granted, shall be spent;
 - (4) The semesters spent in active service in the school system from which leave is requested; and

- (5) The date of birth of the applicant.

The application shall contain a statement, over the signature of the applicant, that he/she shall agree to comply with all sabbatical leave provisions.

COMPENSATION

A teacher granted sabbatical leave shall be paid compensation at the rate of **sixty-five percent** (65%) of the person's salary at the time the sabbatical leave begins. A teacher on sabbatical leave with pay must continue his/her retirement contribution. Time spent on such leave is considered as active service for retirement purposes.

CONDITIONS OF SABBATICAL

- A. Each person granted sabbatical leave, as a condition of the sabbatical leave, shall be prohibited from being employed during the sabbatical leave by any public or private elementary or secondary school in Louisiana or any other state, or as an adult education teacher.
- B. Every person on *medical sabbatical leave* shall be prohibited from undertaking any gainful employment during such leave unless all of the following conditions are met:
- (1) The teacher can demonstrate that he/she will be working not more than twenty (20) hours a week in a part-time job that he/she has been working for not less than one hundred and twenty (120) days prior to the beginning of such leave.
 - (2) The doctor certifying the medical necessity of the leave indicates that such part-time work does not impair the purpose for which the leave is granted.
 - (3) The School Board authorizes such part-time work.

Violation of the part-time work provisions shall result in the medical sabbatical leave being rescinded.

- C. Each person granted sabbatical leave shall sign an agreement or contract as specified with the Board stipulating that, as a condition of sabbatical leave and in order to be eligible for compensation during such leave, he or she will return to service for one (1) semester for each semester of leave upon completion of the sabbatical leave. Said service shall ordinarily be performed in this School District. No person who, upon the expiration of his/her sabbatical leave, immediately begins employment with a state-operated educational agency, city, parish, or other local school board, department, school, college or university instead of returning to the school system which granted him/her such leave, shall be required to forfeit

that portion of compensation paid to him/her by the State while he/she was on such leave. However, such person shall be required to reimburse the school system any salary paid to him/her by the Board while he/she was on leave, unless the Board opts to exercise the waiver provision as explained herein.

As per statutory requirement, any employee taking sabbatical leave who fails to return to service in this School District upon expiration of the leave as specified above for any reason other than incapacitating illness as certified by two (2) physicians, shall forfeit all salary compensation received during the leave period. The Board shall have the authority to waive this requirement in accordance with its pre-published criteria, as noted below, if it deems such to be in the best interest of the School Board, provided that such a waiver shall not be of a discriminatory nature against any employee or applicant because of his or her job description, age, race, or sex.

- D. An employee on professional sabbatical leave shall observe the above stipulations concerning graduate or undergraduate credit hours to be earned and/or alternatives such as productive research or travel. The Superintendent shall have the authority to require written reports of work done and work to be done at any time during the period of leave, and shall apprise the Board periodically concerning such reports. In addition, written reports are required within thirty (30) days after the beginning of each semester of leave and within thirty (30) days after the end of leave.
- E. Any employee who fails to comply with statutory provisions may have his/her leave terminated by the Superintendent at any time.
- F. Every person on sabbatical leave shall notify the Superintendent of his/her intention to return to work not less than thirty (30) days prior to the beginning of the semester in which he/she expects to return.

An employee who has been granted sabbatical leave shall, upon expiration of the leave, be returned to the same position in the same school held at the time of said sabbatical leave was granted unless otherwise agreed to by the individual.

GUIDELINES FOR WAIVING **INTENTION TO RETURN TO SERVICE** CLAUSE

The return to service provision, as stated in *Conditions of Sabbatical*, Item C above, may be waived by the Board, after careful review and recommendation of the Superintendent, in any of the following instances:

- A. Any person whose spouse is transferred out of the parish (job requirement not anticipated before leave) during the time the teacher is on leave or within one (1) year immediately following the termination of such leave (certification must be provided by spouse's employer).

- B. Any person who receives a position to the Louisiana Department of Education, to another public school system within the State of Louisiana, or to a state-operated educational agency. In such instances, the person granted sabbatical leave, upon the expiration of leave, shall be permitted to retain that portion of compensation paid by the state while he/she was on leave. However, such person shall be required to reimburse the Board any compensation paid by the Board while on leave.
- C. Incapacitating illness, as certified by two (2) physicians.
- D. Whenever, in the Board's opinion, such a waiver would be in the best interest of the School District.

Ref: La. Rev. Stat. Ann. ' ' 11:755, 17:1170 et seq., 17:1187, Board minutes, 8-21-85, 8-15-92, 9-22-99.

CORPORAL PUNISHMENT

The Jefferson Parish School Board shall allow reasonable corporal punishment, with the prior written consent of the student's parent/legal guardian, after other reasonable means of disciplining the student have been attempted.

The following guidelines shall apply to any use of corporal punishment:

1. Corporal punishment shall not be administered on the high school level.
2. Corporal punishment shall not be used in the following instances:
 - A. for students that school personnel suspect have been abused;
 - B. for students who have been referred to Protective Services; or
 - C. for students in foster care.
3. Corporal punishment shall not be used as a disciplinary measure until other reasonable means of disciplining the student have been attempted such as behavior reports, parent/legal guardian conferences, referral forms to the principal, detention, etc.
4. Prior Written Consent: In order to administer corporal punishment, prior written consent shall be obtained from **both** of the student's parent/legal guardians on the *Permission for Reasonable Corporal Punishment Form* approved by the Jefferson Parish School Board.

The signature of at least one of the student's parents/legal guardians shall be obtained on the *Permission for Reasonable Corporal Punishment Form* **in the presence of the principal/designee.**
5. The use of corporal punishment shall at all times be reasonable and proper. Considerations in this regard shall include but not be limited to the following:
 - A. Age of child;
 - B. Size of child;
 - C. Sex of child;
 - D. Ability to bear the punishment; and
 - E. Overall physical condition of the child.
6. Reasonable corporal punishment shall be defined as not more than three (3) swats on the buttocks with a paddle when administered in accordance with the following procedures.

- A. The punishment shall be administered in the privacy of the principal's/assistant principal's office with another school official or a teacher present.
- B. Corporal punishment may only be administered by a school administrator.
- C. The school shall maintain a record of each administration of corporal punishment to the student. The record shall be signed by the administrator and the teacher or school official who witnessed the disciplinary action.
 - 1) Records of the administration of corporal punishment shall be maintained in the student's discipline record.
 - 2) A *Behavior Report* shall be sent to the parent/legal guardian when corporal punishment has been administered.
 - 3) Upon request, the school administrator administering corporal punishment shall provide the parent/legal guardian with a written explanation.

Nothing contained herein shall be interpreted as prohibiting an employee from using physical force, reasonable and appropriate under the circumstances, in defending himself/herself against a physical attack by a student or to restrain a student from attacking another student or employee, or to prevent acts of misconduct which are so anti-social or disruptive in nature as to shock the conscience.

IMPERMISSIBLE CORPORAL PUNISHMENT

Corporal punishment administered other than as outlined hereinabove shall be deemed and defined to be *impermissible corporal punishment*. Any accusations involving employees using impermissible corporal punishment shall be promptly investigated using the procedures outlined in policy *GAMC, Investigations*.

Ref: U.S. Const. Amend. XIII; U.S. Const. Amend. XIV ' 1; Ingraham v. Wright, 97 S. Ct. 1401, (1977); Jones v. Palmer, 421 F. Supp. 738 (S.D. Ala. 1976); Baker v. Owen, 96 S. Ct. 210 affirming 395 F. Supp. 294 (M.D.N.C., 1975); La. Rev. Stat. Ann. ' ' 17:81.6, 17:416.