

TABLE OF CONTENTS

I.	Employment Policies	1
A.	Introduction.....	1
B.	Specific Requirements for employment in compliance with the child protection act.....	2
	Child Protection Act	2
	General Information.....	2
C.	Additional Specific Requirements	3
1.	Teachers	3
2.	Administrative positions and school-based positions other than teachers.....	4
3.	Non-certified positions.....	5
4.	Classified Positions.....	5
5.	Bus Driver.....	5
6.	Substitute Teachers	5
7.	Requirements for summer school employment	6
a.	teachers/bargaining unit personnel.....	6
b.	principals and assistant principals.....	6
c.	dean of student services	6
d.	teacher assistants.....	6
8.	Clerical and other support personnel	7
9.	Retiree Re-Employment.....	7
a.	Re-employment Terms and conditions	7
i.	Certified members of the bargaining unit.....	7
ii.	Certified Administrators.....	7
iii.	Non-certified Administrators.....	8
iv.	Classified Employees.....	8
II.	Annual/Daily Attendance Schedule	9
A.	Employee Contractual Days	9
B.	Employee Work Schedules	9
1.	Bargaining unit personnel.....	9
2.	Principals.....	9
3.	Assistant Principals.....	9
4.	Deans of Student Services	9
5.	School Secretaries and School Clerks.....	10
6.	Custodial Employees	10
7.	Child Nutrition Employees	10

8. Teacher Assistants	10
9. Monitors	10
10. Central Office Personnel	10
11. Maintenance Employees	11
12. Drivers and Bus Attendants	11
C. Work Breaks	11
D. Employee Overtime	11

III. GENERAL POLICIES FOR EMPLOYEES

A. Absences	13
1. Unauthorized Absences	13
2. Excessive Absences	14
3. Failure to Report to Work	15
4. Employees Absent for Six (6) Consecutive Work Days	15
5. Authorized Absences	15
6. Disaster Leave	15
B. Sick Leave Policy	16
1. Unused Sick Leave	16
C. Substitutes	16
1. Substitutes for School Based Professional Employees	16
2. Substitutes for Teacher Assistants	17
3. Substitutes for School Based Clerical Staff	17
4. Procedure for hiring Substitutes for Central Office Based Clerical Staff	18
5. Retired teacher	19
6. Bus Drivers	19
7. Monitors	19
D. Excessive Tardiness	19
E. Transfers	19
1. Voluntary Transfers	20
2. Involuntary Transfers	20
F. Reduction in Force (Non-certified, Administrators Under Contract, Non-certified Administrators not Under Contract, Non-certified, Non-administrative Personnel Under Contract Hereinafter Referred to as “Affected Employees”)	22
1. Definitions	22
2. Introduction	26
3. Procedures	27
4. Lay-off	29

	5. Recall	29
	6. Appeals	30
	7. Racial Balance	31
G.	Reduction in Force Policy (Non-certified, Non-administrative Personnel)	31
	1. Definitions.....	31
	2. Introduction.....	35
	3. Procedure	37
	4. Lay-off	38
	5. Recall	39
	6. Appeals	39
	7. Racial Balance	40
H.	Reduction in Force Policy (Certified Non-Bargaining Unit Personnel)....	40
	1. Definitions.....	40
	2. Introduction.....	44
	3. Procedure	46
	4. Recall	48
	5. Appeals	49
	6. Racial Balance	50
I.	Work Slowdown and Strikes	50
J.	Prohibition of Dangerous Weapons	50
K.	Procedure for Selection and Appointment of Administrative and Supervisory Personnel	50
	1. Purpose.....	50
	2. Philosophy.....	51
	3. Origination of Request to Fill Positions	51
	4. Selection Process for Applicants for Administrative Positions	52
L.	Procedure for Selection and Appointment of Support Personnel	53
	1. Custodial	53
	2. Child Nutrition	54
	3. Clerical.....	55
	4. Teacher Assistant	56
M.	AIDS Policy	57
	1. Preface.....	57
	2. Confidentiality	57
	3. AIDS Evaluation Procedures	58
	4. Regulations Regarding Employees	59
	5. Education Program.....	60

N.	Drug Free Work Environment Policy	60
	1. Preface.....	60
	2. Confidentiality	61
	3. Policy	61
	4. Education	64
IV.	Employee Benefits	65
A.	Hospitalization	65
	1. Current Employees.....	65
	2. New Employees	65
	3. Continuation of coverage	65
	a. Active Employees	65
	b. Surviving Spouse and Dependents.....	66
	c. Divorced Spouse	66
	d. Dependent Children	66
	e. All Plan Members	67
	4. Employee Deductions	68
B.	Leave to Attend School-Related Meetings	68
	1. School Based Employees.....	68
	2. Non-School Based Administrators	69
C.	Professional Leave	69
D.	Personal Illness/Emergency Leave	69
	1. 9-10 Month Employees.....	69
	2. 11-12 Month Employees.....	70
E.	Personal Leave	70
F.	Extended Sick Leave.....	71
G.	Additional Extended Sick Leave.....	71
H.	Sick Leave Donation Policy.....	72
I.	Family and Medical Leave Act (FMLA)	73
	1. Purposes for which leave may be taken	73
	2. Length of leave	73
	3. Application of paid leave	75
	4. Notice.....	75
	5. Certification of the need for leave	75
	6. Continuing certification	76
	7. Payment of benefits.....	76
	8. Restoration to position	77

J.	Special Leave without Pay	77
	1. Request.....	77
	2. Approval	77
	3. Renewal.....	78
	4. Reinstatement.....	78
	5. Duration	78
	6. Interruption of Time toward Sabbatical Leave	79
	7. Granting Special Leave without Pay to Work for an Employee Organization.....	79
K.	Absences Due to Accident or Injury on Duty	79
L.	Jury Duty.....	80
M.	Court Subpoena.....	80
N.	Duty at the Polls.....	81
O.	Marriage	81
P.	Personal Trauma Leave.....	81
Q.	Alternative Maternity/Adoptive/Child Rearing Leave of Absence Without Pay.....	82
R.	Military Leave.....	83
S.	Sabbatical Leave	85
T.	Retirement Systems	89
U.	Vacation Leave	90
V.	Salaries	91
W.	Travel Reimbursement.....	94
X.	Grand Isle Special Leave Differential Pay.....	94
V.	Employee Rights.....	95
	A. Administrators	
	1. Issuance of New Contract, Non-Renewal or Termination at Expiration of Term.....	95

2.	Termination of Appointment During Term of Contract	96
3.	Reduction in Force During Term of Contract.....	96
4.	Renewal of Contract	97
5.	Promotion During Contract Period	97
6.	Severability Clause	97
7.	Non-Renewal of Contract	97
8.	Suspension	97
B.	Tenured Employee Rights.....	98
1.	Acquisition of Tenure	98
a.	Teachers	98
b.	School bus operators	99
2.	Dismissal.....	99
a.	Teachers.....	100
b.	School bus operators	100
3.	Suspension	100
a.	Teachers	100
b.	School bus operators	100
C.	Non-Tenured Employee Rights	100
1.	Classified, Non-contractual Employee Rights	100
a.	Termination	100
b.	Suspension without pay	101
2.	Non-certified, Contractual Professional Employee Rights.....	101
a.	Termination	101
3.	Certified, Contractual Employee Rights	102
a.	Termination	102
b.	Renewal of contract	103
c.	Nonrenewal of contract	103
D.	Grievance/Complaint Procedures	103
1.	Members of the bargaining unit.....	103
2.	School bus operators	103
3.	Non-bargaining unit employees	104
a.	Complaint Procedure.....	104
b.	Informal Procedure	104
c.	Formal Procedure	105
4.	Title IX Grievance Procedure	105
5.	Grievance Procedure for complaints under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act..	107
E.	Personnel Files	108
1.	Members of the Bargaining Unit	108
2.	Non-bargaining Employees	108
F.	Sexual Harassment.....	110

1. Definition	110
2. Policy	110
3. Sexual Harassment complaint procedure.....	111
G. Personnel Conferences.....	113
1. Special Conference	113
2. Administrative Conference	114
3. Disciplinary Conference	114
H. Accountability (Personnel Assessment and Evaluation)	115
1. Professional Employees included under Louisiana Revised Statute <i>17:3901</i>	115
2. Professional Employees not included under Louisiana Revised Statute <i>17:3901</i> and Non-professional Employees.....	115
I. Investigation of Employees Accused of Impermissible Corporal Punishment or Moral Offenses Involving Students	115
1. Initiation of Investigation.....	115
2. Formation of Complaint.....	116
3. Employee Response	117
4. Emergency or Immediate Response Procedure	117
5. Compliance with Criminal Code	118
J. Reprimand and Criticism of Non-bargaining Unit Employees.....	118
K. Ownership of Materials Produced by Employees.....	118

NOTE: ALL FORMS ARE AVAILABLE ONLINE OR IN THE HUMAN RESOURCES DEPARTMENT.

I. EMPLOYMENT POLICIES

A. INTRODUCTION

It is the policy of the Jefferson Parish Public School System not to discriminate on the basis of sex or handicap in its educational programs, activities or employment policies as required by Title IX of the 1972 Education Amendments and section 504 of the Rehabilitation Act of 1973. Inquiries regarding compliance with Title IX may be directed to the designated compliance officer at 1901 Manhattan Boulevard Suite A-200, Harvey, Louisiana 70058, (504) 349-7846, or to the Director of the Office for Civil Rights, Department of Health, Education, and Welfare, Washington, D.C.

It is the policy of the Jefferson Parish Public School System not to discriminate on the basis of race, color, or national origin in its educational programs, activities or employment policies as required by Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance from the Department; and HEREBY GIVES ASSURANCE that it will immediately take any measures necessary to effectuate this agreement.

Professional and support personnel are employed by the Jefferson Parish School Board through Human Resources. Each applicant must submit an application to Human Resources. Applicants must complete an I-9 form with appropriate documentation for proof of eligibility for employment and complete the criminal background check and drug testing requirements.

All new employees in the Jefferson Parish Public School System who are eligible for membership in one of the available retirement systems must become members of the appropriate retirement system as a condition of employment.

The term "employee" as used in this manual refers to all persons employed by the Jefferson Parish School Board.

B. SPECIFIC REQUIREMENTS FOR EMPLOYMENT IN COMPLIANCE WITH THE CHILD PROTECTION ACT

1. Child Protection Act (Act 735 of 1987)

The Louisiana Child Protection Act of 1987 mandates a criminal history check on any current employee hired after September 30, 1987 or any potential employee who applies for a position of supervisory or disciplinary authority over children.

- a. All employees hired after September 30, 1987 must complete a Civil Applicant Fingerprint Demographic Data for New Employees form.
- b. An investigation of the employee=s record will be conducted by the State Police.
- c. If no record of conviction or plea of nolo contendere to a charge under La. Revised Statute 15:587.1 is indicated, a report of that result will be sent to the Human Resources Department of the school system.
- d. Upon notice to the Human Resources Department of clearance under the Criminal History Records Check, such notice will be placed in the employee=s central office personnel file establishing a record of compliance with Act 735.
- e. If clearance on an employee is not received and the Human Resources Department is notified of a criminal record on an employee, the Assistant Superintendent of Human Resources will investigate the matter further and make a recommendation to the Superintendent regarding the employment status of the employee.
- f. Employees covered by this policy include all full time, part time or contractual school based employees and central office/regional office/warehouse employees who may visit/work on a school campus or come in direct contact with students at any time.

2. General Information

The following policy has been approved by the Board:

Upon the vacancy of a 12 month position, that position will be adjusted to a 10 or 11 month position with an adjusted salary. This policy shall not affect employees currently holding 12 month positions who receive promotions or transfers to other 12 month positions. However, the lowest vacated position not filled by a current 12 month employee will be reduced to either a 10 or 11 month position depending on the needs of the school system.

3. Additional Specific Requirements

a. Requirements for Teaching Position

- (1) Beginning in 2006-07, to be a teacher in the Jefferson Parish Public School System an applicant must be Highly Qualified in compliance with the provisions of ANo Child Left Behind.

Additionally the applicant must:

- (a) complete an application form to provide data on the applicant=s background and experience.
- (b) hold a baccalaureate degree from an accredited college or university.
- (c) hold a valid Louisiana teaching certificate in accordance with State Bulletin 746 guidelines.
- (d) submit the required standardized test scores for teacher certification.
- (e) submit three (3) letters of reference from previous employers.

A beginning teacher must submit letters from the cooperating teaching during student teaching and the college supervising teacher.

- (f) submit a copy of an official transcript of all college credits.
 - (g) submit a picture or snapshot.
 - (h) submit a copy of birth certificate.
- (2) Applications for teaching positions in Jefferson Parish will be considered on the basis of the following.

- (a) Academic assessment
 - 1) degree
 - 2) total grade point average
 - 3) major grade point average
 - 4) required standardized test scores for teacher certification.

- (b) Work history
 - 1) teaching experience
 - 2) references
 - (c) Personal interview
- b. Requirements for Administrative Positions and School-Based Positions other than Teachers
- (1) Principal, assistant principal, supervisor of instruction, supervisor of child welfare and attendance/visiting teacher must meet minimum requirements of State Bulletin 746.
 - (2) Dean of Student Services must:
 - (a) hold a master=s degree with certification in administration and supervision.
 - (b) have a valid Louisiana teaching certificate.
 - (c) have three years successful teaching experience.
 - (3) Hearing Officer must:
 - (a) hold a master=s degree with certification in administration and supervision.
 - (b) have three (3) years administrative experience.
 - (4) Supervisor of student teaching, social worker, secondary school counselor, reading specialist, school librarian, teacher of academically gifted or talented, vocational-technical teacher, second language specialist, bilingual specialist, English as a second language teacher, school psychologist, physical therapist, occupational therapist, educational diagnostician, speech language pathologist, speech, language and hearing specialist, school nurse, and all other positions requiring state certification, must meet minimum requirements of State Bulletin 746.
 - (5) Part-time evening adult education teacher must:

- (a) hold a valid Louisiana teacher=s certificate with certification in Adult Education.
- (b) be employed as a full-time teacher in the Jefferson Parish Public School System.

All management employees must have been in the adult education program as of July 1, 1977.

(6) Coaches

Requirements for selection of coaches are outlined in the *Agreement Between the Jefferson Federation of Teachers and the Jefferson Parish School Board*, hereafter referred to as the *Agreement*.

c. Requirements for Noncertified Positions

For specific requirements refer to the appropriate Jefferson Parish Public School System job description.

d. Requirements for Classified Positions

Refer to the appropriate Jefferson Parish School Board System job description for minimum requirements of classified positions.

e. Requirements for Bus Driver Positions

Refer to School Bus Operators Policies and Procedures Manual.

f. Requirements for Substitute Teachers

(1) Persons employed as day-by-day substitute teachers or day-by-day substitute school clerks must be a minimum of twenty (20) years of age for employment in a high school, junior high and middle school, and a minimum of eighteen (18) years of age for employment in an elementary school. Persons employed must meet the general rules and requirements for employment and must have acquired a high school diploma or equivalent.

(2) For information on retirement benefits, refer to the current Teacher Retirement System of Louisiana for current regulations.

- 3) Retired and certified teachers will be excluded from the screening process.

g. Requirements for Summer School Employment
Professional/Classified

- (1) Requirements for teachers/bargaining unit personnel

Refer to the *Agreement*

- (2) Requirements for Principals and Assistant Principals in summer school

Refer to minimum requirements in State Bulletin 746.

An employee serving as a principal or as an assistant principal during the regular school year is ineligible to serve as principal of a summer school program.

- (3) Requirements for Dean of Student Services in summer school

- (a) Master=s degree with certification in administration and supervision.

- (b) Valid Louisiana teaching certificate.

- (c) Three (3) years successful teaching experience.

An employee serving as a principal or as an assistant principal during the regular school year is ineligible to serve as a dean of student services of a summer school program.

- (4) Requirements for Teacher Assistants in summer school

- (a) Must be presently employed as a teacher assistant in the Jefferson Parish Public School System.

- (b) Teacher assistant must not have been the subject of any disciplinary action taken during the school year, i.e., probation, suspension, or recommendation for termination as a result of violation of School Board policy.

NOTE: Preference will be given to teacher assistant employees by seniority. A rotating eligibility system shall be utilized. Commencing with the 1983 summer session, any teacher assistant who is employed in a summer program shall be moved to the bottom of the eligibility list. Newly employed teacher assistants shall be placed at the bottom of such list as it exists on September 1 of the school year in which they commence full-time, full-year employment.

h. Requirements for Clerical and other Support Personnel

Employee must meet the minimum requirements of the position contained in the specific job description.

i. Retiree Re-employment

- (1) 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 their immediate supervisor and the personnel department of his or her desire to do so thirty (30) days prior to his or her effective date. Any employee who desires to be re-employed must apply for employment as a new employee. Any employee who fails to follow this procedure will be subject to disciplinary action including possible suspension and/or termination.
- (2) The Jefferson Parish School Board does not guarantee that the retiree will be employed within the system after he or she retires or, if rehired, that the employee will be employed in the same position he or she was occupying at the time she or he retired.

j. Terms and Conditions of Re-Employment

- (1) 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.
- (2) Certified administrators:

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.

Who have held administrative positions before retirement can apply for and occupy, if accepted, administrative positions provided that they wait one (1) year from their retirement date before they apply for an open administrative position.

- (3) Non-Certified administrators may be re-employed in a non-administrative position for which they are qualified based on positive evaluations, recommendation by the Superintendent and approval by the Board.
- (4) Classified employees may be re-employed to positions for which they are qualified based on positive evaluations, recommendation by the Superintendent and approval by the Board.

NOTE: The system strongly suggests that prospective retirees who are considering returning to work within any State public school system contact the Teachers= Retirement System of Louisiana concerning the receipt of retirement benefits and deductions for contributions of the retirement system should they do so.

II. ANNUAL/DAILY ATTENDANCE SCHEDULE

A. EMPLOYEE CONTRACTUAL DAYS

Refer to contractual calendar established July 1 for the current school term.

A contractual calendar is developed and distributed annually indicating the number of days worked for each category of employees and the beginning and ending dates for the contractual year. The contractual calendar is on file in the Personnel Department and at school sites.

B. EMPLOYEE WORK SCHEDULES

Bargaining Unit Members - Refer to the *Agreement*

1. Principals

Principals are required to be in attendance at their assigned schools for a minimum period of eight (8) hours, which includes a lunch period not to exceed one (1) hour. Principals are required to be in attendance at least thirty (30) minutes before teacher reporting time, and to remain thirty (30) minutes after teacher dismissal time, except in the case of an emergency.

Any deviation from the above must have the approval of the appropriate regional assistant superintendent.

2. Assistant Principals

Assistant Principals are required to be in attendance at their assigned schools a minimum period of eight (8) hours, which includes a lunch period not to exceed one (1) hour. Assistant principals are required to be in attendance at least thirty (30) minutes before teaching reporting time and to remain thirty (30) minutes after teacher dismissal time, except in the case of an emergency. The principal shall designate the reporting and dismissal time of the assistant principal.

Any deviation from the above must have the approval of the appropriate principal.

3. Deans of Student Services

Deans of Student Services are required to be in attendance for a minimum of eight (8) hours per day, including a lunch period not to exceed one (1) hour. The principal shall determine their reporting and dismissal times.

4. School Secretaries and School Clerks

School Secretaries and/or school clerks will be in attendance at their assigned schools for a minimum of seven and one-half (7 1/2) hours including a lunch period not to exceed thirty (30) minutes. The principals shall designate the reporting times of secretaries and clerical employees.

5. Custodial Employees

All full-time custodial personnel will work eight (8) hours including a lunch period of thirty (30) minutes.

Reporting and dismissal times will be determined by the school principal or immediate supervisor.

Janitorial helpers will work the number of hours specified in the individual job description, i.e. four-hour helper, six-hour helper, etc.

6. Child Nutrition Employees

Cafeteria managers and other full-time employees in the schools shall work for a period of seven and one-half (7 1/2) hours including a lunch period not to exceed thirty (30) minutes and two fifteen (15) minute breaks: Six and one half (6 1/2) hour workers include a lunch period not to exceed thirty (30) minutes and two fifteen (15) minute breaks. Four and one half (4 1/2) hour workers include a thirty (30) minute lunch with no break.

Reporting and dismissal times will be determined by the principal of the school.

7. Paraeducators - Refer to *Paraeducator Handbook*

8. Monitors

Reporting and dismissal times will be designated by the school principal.

9. Central Office Personnel

Clerical employees of central administrative offices shall work eight (8) hours per day including a lunch period not to exceed one (1) hour, and shall personally record the exact time of their arrival at the work site in the manner designated by the department head. Procedures for leaving work site may be established by the individual department head.

10. Maintenance Employees

Maintenance employees shall work for a period of eight (8) hours per day including a lunch period of thirty (30) minutes.

Reporting and dismissal times will be determined by the department head.

11. Drivers and Bus Attendants

Bus drivers and bus attendants shall report as required to make their scheduled trips.

C. **WORK BREAKS**

The administrative supervisor or principal may authorize a break in the nonteaching employee's work schedule, not to exceed one (1) in the morning and one (1) in the afternoon, of fifteen (15) minutes in duration at times which are least detrimental to the continuous efficiency of the particular office or department. Whenever possible, the administrative supervisor or principal authorizing such breaks may allow employees to leave the building where normal work is performed when supervisor deems it necessary.

D. **EMPLOYEE OVERTIME**

No employee included in the professional salary schedule will be entitled to overtime pay.

1. Overtime will be paid on the following basis:

- a. Straight time up to forty (40) hours per week.
- b. One and one-half (1 1/2) times the hourly salary in excess of forty (40) hours per week with the first computation based on at least one-third (1/3) hours.

2. A supervising employee shall neither require nor permit any other employee to work other than the regularly scheduled hours without the approval of the department head. Such approval must be obtained in advance for each such period of overtime work except in case of emergency, for which ratification must be requested from the department head within twenty-four (24) hours or as soon as possible thereafter.

3. For pay purposes, the employee shall submit the proper form reflecting overtime which must be signed by the department head. No employee shall earn more than 25% of their base earnings in overtime in a single calendar year. Any excess of

25% would have to be approved by the Board. Additionally, outside use of facilities overtime shall include benefits.

4. Any employee not compensated by overtime who works after 6:30 p.m. will be eligible, with prior approval of the Superintendent or his designee, for a meal allowance in accordance with Board established meal allowance policies. Employees not compensated by overtime who are required to work for three (3) or more hours on Saturdays, Sundays, and holidays shall derive the same benefit.

III GENERAL POLICIES FOR EMPLOYEES

A. ABSENCES

MEMBERS OF THE BARGAINING UNIT must report absences in accordance with the *Agreement*

EVERY NONTEACHING EMPLOYEE must inform his/her principal or immediate supervisor of his/her absence and the reason for the absence, i.e., personal, emergency or medical reasons, within thirty (30) minutes of the beginning of the working period.

A PRINCIPAL who wishes to be absent from work (other than sickness or an emergency) must apply for permission in writing to the appropriate regional assistant superintendent.

Should an emergency arise, the principal shall call the appropriate regional Assistant superintendent to report he is leaving the school site. The principal shall, upon returning to the school site, notify the appropriate regional assistant superintendent.

When the principal is to report to the school board office or other designated site on official school business, the regional office must be notified in advance.

ASSISTANT PRINCIPALS shall not be absent from their assigned school facility during the attendance hours established without the written permission of the principal. A copy of the written permission is to be forwarded to the appropriate regional assistant superintendent.

When the assistant principal is to report to the school board office or other designated site on official school business, the principal must be notified in advance.

In the absence of the principal, an assistant principal assumes responsibility for the administration of the school. If no assistant principal or other school-based administrator is assigned to the school, the principal assigns a designated administrator to administer the school in the absence of the principal.

1. Unauthorized Absences

Unauthorized absences are absences for reasons other than personal illness or emergency and those absences specified under Employee Benefits, (i.e.), Federal/state/parish jury duty, duty at the polls, marriage, certain types of court subpoenas, and personal trauma leave. To obtain authorization for absences other than those specifically stated, the employee must submit a written request to the Assistant Superintendent of Human Resources for approval. In this request,

the employee shall state the exact period of absence requested and the details of the absence. An employee whose absence has not been specifically authorized will not receive compensation for the day(s) absent. All such unauthorized absences shall be reported immediately in writing to the Assistant Superintendent of Human Resources and must be entered on the employee=s timekeeping form. Appropriate deductions for such absence must be made from the employee=s salary. Records of such unauthorized absences shall be maintained in the Payroll Department on each employee, and may be used to support recommendations for disciplinary action against such employees.

2. Excessive Absences

Absences by professional and nonprofessional personnel from their regularly assigned duties are considered excessive when absences exceed ten (10) days of their contractual or fiscal year for nine and ten month employees unless convincing documentation to substantiate absences is presented to the immediate supervisor. These ten (10) days/twelve (12) days exclude excused approved leave. These ten (10) days/twelve (12) days include the present sick/emergency leave allotment of ten (10) days for nine and ten month employees, twelve (12) days for eleven and twelve month employees. All regular employees who are initially hired for less than a school session or fiscal year shall be considered excessively absent when absences exceed the amount of days they are credited on the date of reporting for duty. Any absence beyond the sick/emergency leave allotment for the year of the employee is considered excessive unless convincing documentation is presented. The supervisor shall make a record of receipt of the documentation and keep same on file at the school or office. Employees not presenting acceptable documentation for absences shall be reported to the Human Resources through the use of the Conference Form. At the special conference held with support personnel from the Human Resources Department, the entire Aexcessive absence@ situation will be reviewed and discussed with the employee. At this conference, a recommendation regarding disciplinary action may be made by the immediate supervisor or school or school administrator or designee, if sufficient documentation for absence has not been provided. Bargaining unit members may consult the Agreement.

The immediate supervisor may hold a conference and request support personnel at any time at which the immediate supervisor feels there is a problem with absences.

3. Failure to Report to Work

An employee=s failure to report to work without proper notification to the immediate supervisor as specified by the appropriate policy/agreement article may be construed as job abandonment and may subject the employee to a recommendation for immediate suspension and/or termination by the Assistant Superintendent of Human Resources.

4. Employees Absent for Six (6) Consecutive Work Days

Any employee absent for six (6) consecutive work days shall immediately submit to the principal or appropriate administrative head of the department and the Assistant Superintendent of Human Resources in writing a list of the dates of the absences and a certification from the employee=s or the family member=s physician explaining the reason for the absences and the probable duration. Whenever it becomes known during the existence of the employee=s paid sick leave that the employee will need to remain on sick leave, paid or unpaid, for more than six (6) days, the employee must provide certification according to Family Medical Leave Act Policy/Provisions.

5. Authorized Absences

Absences authorized by School Board policy or the Agreement that does not involve the use of sick leave are considered excused absences and are not to be counted when determining if an employee is excessively absent. Examples of such excused absences include, but are not limited to, personal trauma leave, jury duty, certain types of court subpoenas, professional leave days, attendance at authorized meetings, workshops, etc. (Workers' Compensation cases may or may not involve use of sick leave and require consideration on an individual basis. See the *Agreement Between the JFT and the Jefferson Parish School Board.*) Employees with children attending Jefferson Parish public schools may be released from their duties in order to attend programs in which their children are participants. Any such release shall be non-precedential and within the sole discretion of the building principal or any other appropriate supervisor. Said decision of the principal/supervisor shall not be arbitrary and/or capricious. Bargaining unit employees should refer to the *Agreement*.

6. Disaster Leave

If a disaster occurs or is imminent, causing the Superintendent or designee, or the principal or designee, to close school(s) or central office(s), or to direct employees at such sites, in whole or in part, to leave the premises of such buildings, employees so affected shall not suffer any loss of pay or other benefits, provided the foregoing shall not affect the right of the Board to reschedule or reassign employees in order to deal with such disasters.

B. EMPLOYEE SICK LEAVE

1. Sick Leave Policy

Anyone who anticipates the need for sick/emergency leave for a period of six (6) or more consecutive days must notify his/her immediate supervisor of the intention to take sick leave as soon as possible and/or practicable before the date that the employee intends to begin the leave. If the employee is requesting paid sick/emergency leave for his own illness and/or treatment or for the illness and/or treatment of a family member and he/she anticipates that the leave will exceed six days, then the employee must have his/her treating physician or the family member=s treating physician certify the need for the leave according to the provisions for certification pursuant to Section IV-AA, Paragraph 3,

covering leave under the Family and Medical Leave Act. The same certification will be necessary for all unpaid leave for reasons applicable under the Family and Medical Leave Act. For leave for any other reason, see the section regarding Special Leave Without Pay.

2. Unused Sick Leave

Employees leaving the Jefferson Parish Public School System for reasons other than retirement or death will receive compensation for unused sick leave. This policy covers payment of only those sick leave days granted the year the employee leaves the school system provided these days added to previously accumulated days do not exceed twenty-five (25). Bargaining unit employees should consult the *Agreement*.

C. SUBSTITUTES

1. Substitutes for School Based Professional Employees

Bargaining Unit Members - Refer to the *Agreement*

a. Substitutes are to be hired when a school based professional employee who is directly involved in the instruction or students is absent. Teachers must leave lesson plans and class rolls for the substitute when the absence is anticipated or during an extended illness. A folder must be kept in the principal=s office containing suggested assignments and activities to be used if there is an emergency. After each teacher absence, it is the teacher=s responsibility to replenish and update this folder.

b. Substitute pay is based upon the rates established by the Board. Additionally, those teacher substitutes who work a minimum of forty-five

(45) days per year for three (3) consecutive years are compensated under the long term substitute pay schedule. Those persons substituting for more than fifteen (15) consecutive days, retroactive from the fifteenth consecutive day to the initial employment day, are paid under the long term substitute pay schedule.

2. Substitutes for Paraeducators

- a. Substitutes should be hired immediately for absent paraeducators employed for the following classes:

Autism
Behavior Disordered
Blind/Deaf
Special Needs Paraeducators (Formerly Child Specifics)
(substitute may be used to replace another paraeducator who is trained to meet the child=s specific needs.)
Physical Education
Early Intervention
Orthopedic Impairment
Bilingual/ELAD
Multiple Disabilities
Inclusion classrooms where special education paraeducator is the sole special education provider.

- b. Substitutes are to be hired for all other paraeducator after five (5) consecutive absences - substitute to be hired on sixth day.
- c. If a paraeducator is absent and no other paraeducator is available to substitute for the absent paraeducator's lunch duty, then a substitute paraeducator may be employed immediately.

3. Substitutes for School Based Clerical Staff

- a. Staff of one clerical person - when absent, hire a substitute immediately.
- b. Staff of two clerical persons and a student population of 650 or more:
(1) Hire a substitute immediately when one clerk is absent.
(2) Hire two substitutes immediately when two clerks are absent.
- c. Staff of two clerical persons and a student population of less than 650:
(1) At the principal=s discretion a substitute may be hired immediately when any clerk is absent.

- (2) When two clerical persons are absent:
 - (a) Hire one substitute immediately.
 - (b) Hire a second substitute on the fourth day=s absence.
- d. Staff of three clerical persons:
 - (1) When one clerical person is absent for three consecutive days, hire a substitute on the fourth day=s absence.
 - (2) When two clerical persons are absent
 - (a) Hire one substitute immediately.
 - (b) Hire a second substitute on the fourth day=s absence.
 - (3) When three clerical persons are absent, hire two substitutes immediately.
- e. Salary for long term school based clerical substitutes, those employed for fifteen (15) or more consecutive days, is based upon the daily rate of pay for the position in which they substitute, calculated on Step 0 in the appropriate category, provided the substitute meets the minimum qualifications of the position and verification of these qualifications has been provided to the Human Resources Department.

4. Procedure for Hiring Substitutes for Central Office Based Clerical Staff

The employment of central office based clerical substitutes is the responsibility of the immediate supervisor and/or administrator. Substitutes for central office based clerical staff will be hired under the following conditions:

- a. Substitutes are to be hired for all central office based clerical staff after five (5) days consecutive absences. Substitute is to be hired on sixth day.
- b. Substitutes are to be hired immediately for central office based clerical staff who have granted extended sick leave and/or maternity leave.
- c. Substitutes are to be hired immediately for absences of central office based clerical staff when a department has a clerical staff of one (1) person.

The salary for central office based clerical substitutes employed on a day-by-day basis is based upon the current Board approved rate for clerical substitutes. Salary for long term central office based clerical substitutes, those employed for fifteen(15) or more consecutive days, is based upon the daily rate of pay for the position in which they substitute, calculated on Step 0 in the appropriate category, provided the substitute meets the minimum qualifications of the position and

verification of these qualifications has been provided to the Human Resources Department.

5. Retired Teachers

Retired teachers may be hired as substitutes in accordance with the terms of the Teachers Retirement System of Louisiana.

6. Bus Drivers

- a. When a special leave is granted to a bus driver, the full time substitute shall be paid a salary as determined by the current base pay for bus drivers.
- b. The rate of pay for daily substitute school bus drivers shall be established in accordance with applicable laws.

7. Monitors

Substitutes for monitors and nursery attendants should be hired immediately.

D. **EXCESSIVE TARDINESS**

Bargaining Unit Members - Refer to the *Agreement*

Tardiness by professional and classified personnel to the assigned worksite is considered excessive when tardiness exceeds five (5) times for nine (9) and ten (10) month employees and seven (7) times for eleven (11) and twelve (12) month employees during the contractual or fiscal year, provided that such tardiness is without sufficient reason. Determination of whether the reason for tardiness is sufficient shall be made by the immediate supervisor or school administrator.

The immediate supervisor and/or school administrator may hold a conference with an employee and request support personnel from the Human Resources Department at any time at which the immediate supervisor feels there is a problem with tardiness.

E. **TRANSFERS**

Employees other than teachers may be transferred from one work location or assignment to another whenever the best interest of the school system will be served. Transfers may be voluntary or involuntary.

1. Voluntary Transfers

- a. Employees shall submit requests for voluntary transfer on the appropriate form to the Assistant Superintendent of Human Resources between May 15th and May 27th for vacancies which may occur during the employee=s noncontractual time. Voluntary requests can also be made through application for advertised positions in accordance with the specifications indicated in the respective advertisements. All voluntary requests must be sent by certified mail, return receipt requested or hand delivered (receipt required).
- b. Voluntary requests will be considered according to the following criteria:
 - (1) Qualification of employee with respect to job description. (Minimum requirements must be met.)
 - (2) Scope of responsibility and ability to shift responsibilities.
 - (3) Work experience/history/seniority.
 - (4) Evaluation of work performance.
- c. Withdrawal of voluntary requests must occur prior to the transfer being acted upon by the Human Resources Department and such withdrawal shall be in writing, certified mail, return receipt requested or hand delivered (receipt required) to the Human Resources Department.
- d. Upon request from the employee, the Assistant Superintendent of Human Resources or his designee shall advise the employee of the action recommended concerning the request to transfer.

2. Involuntary Transfers

- a. The department head, supervisor, principal or designee may request of the Assistant Superintendent of Human Resources that a particular employee be transferred to the same position at another work location. In such cases the following procedure shall be followed:
 - (1) The department head, supervisor or principal shall explain the reason(s) for the recommendation in writing (including any steps taken to assist the employee in correcting the problem) and forward this report to the Assistant Superintendent of Human Resources. This report shall contain the signature of the employee and any comments regarding approval or disapproval of the involuntary transfer by the employee. A copy of the report shall be given to the employee.

- (2) Upon receipt, the Assistant Superintendent of Human Resources or designee shall confer with the employee and the administrator making the recommendation, giving each an opportunity for individual conferences, if requested. The matter will be reviewed by the Assistant Superintendent of Human Resources who will then notify both parties of the decision. If the Assistant the Superintendent of Human Resources approves the recommendation, further consideration will proceed in the following order: (1) superintendent (2) school board. The recommendation may be refused at any one of the levels cited above and both parties will be so notified.
- b. If it is determined that staffing adjustments within a particular school(s) or department(s) are necessary, the following procedure will apply effectuating the necessary involuntary transfers:
- (1) Schools/departments scheduled for adjustment of staff will be identified.
 - (2) Employees assigned to a particular school scheduled for staff adjustments will be identified within a specific job classification and ranked according to system wide seniority. (Seniority is the length of continuous service within the Jefferson Parish Public School System.) Within a particular school or department, employees with the least seniority by classification will be subject to involuntary transfer. Child specific teacher assistants shall be considered a classification separate and apart from other teacher assistants.
 - (3) The employee scheduled for involuntary transfer will be notified accordingly.
 - (4) Newly identified or vacant positions within the same job classification will be offered to each employee scheduled for involuntary transfer. The employee with the most seniority will have priority in the selection from the positions that are available.
 - (5) Consideration will be given to voluntary transfers whenever possible.

F. **REDUCTION IN FORCE (NON-CERTIFIED ADMINISTRATORS UNDER CONTRACT, NON-CERTIFIED ADMINISTRATORS NOT UNDER CONTRACT, NON-CERTIFIED NON-ADMINISTRATIVE PERSONNEL UNDER CONTRACT, HEREINAFTER REFERRED TO AS AFFECTED EMPLOYEES)**

1. Definitions

a. Appointment

New hire only

b. Termination

Action recommended by the Superintendent and approved by the Board resulting in the discharge of an employee.

c. Retirement/Resignation

Termination of employment through action voluntary initiated by the employee.

d. Involuntary Transfer (Non-Certified)

Action recommended by the superintendent and approved by the Board which moves an employee laterally from one position to another with no change in pay category.

e. Voluntary Transfer

Action initiated by the employee which moves an employee laterally from one position to another with no change in pay category.

f. Promotion

Action recommended by the superintendent and approved by the Board which results in an employee moving from one position of rank, dignity and salary to a position of higher rank, dignity and/or salary according to the current Position Equivalency Document prepared in compliance with the Board's Reduction In Force Policy, when applicable.

g. Demotion

Action recommended by the superintendent and approved by the Board which results in an employee moving from one position of rank, dignity and salary to a position of lower rank, dignity, and/or salary based upon job performance.

h. Involuntary Reduction in Position

Action recommended by the superintendent and approved by the Board which results in an employee being moved from one position of rank, dignity, and salary to a position of lower rank, dignity, and/or salary according to the current Position Equivalency Document prepared in compliance with the Board's Reduction in Force Policy, when applicable.

i. Overstaffing

A condition occurring system-wide whereby the number of employees assigned to a position is greater than the number needed and/or allocated.

j. Surplus

A condition occurring system-wide whereby the number of employees assigned to a position is greater than the number needed and/or allocated.

k. Reduction

The assignment to other positions or layoff dependent upon seniority and experience in the system.

l. Reduction in Force

Action recommended by the superintendent and approved by the Board to reduce and/or eliminate positions within identified job categories.

m. Layoff

The discharge of affected employees as a result of job abolishment or reduction in force.

n. Seniority

First considered is the total period of continuous uninterrupted full-time

administrative and/or non-administrative service, whichever is appropriate, in the Jefferson Parish Public School System excluding official leave time granted by the Board. When the full-time administrative experience is equal, then the second consideration shall be the number of years of uninterrupted full-time system-wide service. When these two factors are equal, the third consideration shall be the administrative experience within the specific job category being reduced. Seniority will not be affected by layoff for one (1) year from the effective date of the layoff. The employee will maintain credit for the experience prior to layoff and will resume creditable time upon recall, if recall occurs within one calendar year of layoff date. (Layoff is not considered as interrupted service). This section shall be retroactive to July 1, 1984.

o. Qualifications

Training, experience, credentials and/or degrees, if any, which are required in the job description.

p. Performance Responsibility

The Superintendent's interpretation of the functions and activities required in the job description.

q. Administrator

Non-certified managerial and/or supervisory personnel not under contract, hereinafter referred to as Affected personnel.

r. Administrative Assignment

A temporary assignment to a position made by the Superintendent for a specified period of time with or without the approval of the School Board.

s. Effective Date

Date on which employee officially begins working in a specific job.

t. Starting Date

Board approval date or effective date, whichever comes first.

u. Board Approval Date

Date on which the Board officially approved an employee=s appointment to a position.

v. Voluntary Reduction in Position

Action initiated by the employee which results in the employee being moved from one position of rank, dignity and salary to a position of lower rank, dignity and/or salary according to the current Position Equivalency Document prepared in compliance with the Board=s Reduction In Force Policy, when applicable.

w. Reclassification

Action recommended by the superintendent and approved by the Board which results in a position being changed from one pay category to another pay category on the Board approved salary schedule.

x. Recall (Certified and Non-Certified)

Action recommended by the superintendent and approved by the Board to return an employee involuntarily reduced in position or laid off pursuant to the employee=s rights under the Board=s Reduction In Force Policy.

y. Employee Subject to Reassignment

Employee whose job has been abolished.

z. Displaced Employee

Employee who has been involuntarily moved from a position by an employee whose job was abolished.

aa. Position

Specific job title within a category.

bb. Department

A distinct division of the administrative organization of the school district, including individual school sites.

cc. Category

Affected employees@ positions of comparable responsibility and qualifications as defined in the current Position Equivalency Document.

2. Introduction

When a determination has been made to reduce the number of employees because of a surplus of staff, the superintendent shall effectuate the reduction in force for affected employees whose positions have been abolished during the term of the contract or at the end of the contract by following the reassignment procedures listed below.

- a. Call a RIF Alert@ and inform all employees of the possibility of a reduction in force.
- b. Inform the employees and the public of the reasons that necessitate an impending RIF.
- c. Make information concerning RIF available to all employees through every means possible, (e.g., articles, video tapes of general RIF policies and procedures, Channel 8 RIF information program, specific meetings called by all department heads and a printed document on standard board approved RIF policy).
- d. Updated board approved job descriptions must be on file in the Personnel Department prior to any RIF implementation. The Board approved date must appear on the job description.

NOTE: THE BOARD SHALL ALLOW 15 SEQUENTIAL WORK DAYS FOR THE HUMAN RESOURCES DEPARTMENT TO FOLLOW PROCEDURES IN Ae@ AS LISTED BELOW:

- e. The following information shall be provided in writing to all employees to be affected by the Reduction in Force:
 - (1) Lists of reduction in personnel by position, by department (jobs B not names).
 - (2) Lists of positions equated (Position Equivalency Documents)
 - (3) Lists of vacancies at each category

NOTE: THE BOARD SHALL ALLOW 15 ADDITIONAL, SEQUENTIAL WORK DAYS FOR THE HUMAN RESOURCES DEPARTMENT TO FOLLOW PROCEDURES IN "f, g, & h" AS LISTED BELOW:

- f. Reassignment letters shall be sent from the Human Resources Department to the employees affected in a timely manner and shall specifically state the effective date of the action taken and the date required for the employee to report to the new assignment. All personnel appointments shall indicate the effective date of the appointment as well as the date of Board approval. Seniority shall be established as defined in the RIF policy for non-certified administrators under contract, non-certified administrators not under contract, non-certified, non-administrative personnel under contract, hereinafter referred to as Affected employees.©
- g. Recall lists shall be provided by the category of employees terminated due to RIF. The recall lists shall be available and housed in the Human Department for public information. The recall lists shall contain all certifications held by persons to be considered for recall. All recall lists shall be referred to prior to advertising for a position of voluntarily/involuntarily transferring someone to a position.
- h. Employees shall be made aware that the personnel recommendations approved at the board meeting are official legal documents.

NOTE: Prior to effectuating staffing reassignments, the Superintendent shall consider reductions due to resignations, terminations, demotions for cause, retirements, and approved leaves.

3. Procedures

- a. Develop a list by category of positions identified for reduction. The list shall indicate whether all incumbents within a category or a specific number of affected employee positions within a category are to be eliminated.
- b. Develop a list of names of affected employees currently employed within the category designated for reduction. The list shall be arranged according to seniority.
- c. Develop a list of names of affected employees currently employed in positions designated for reduction within the category. The list shall be arranged by seniority.

- d. Develop a list of all affected employee positions which are vacant and disseminate to non-certified administrators scheduled for reassignment.
- e. An affected employee under contract who is displaced or whose position has been abolished shall have the right to displace an affected employee with less seniority holding a position previously held by the affected employee under contract.
- f. An affected employee scheduled to be reassigned shall be ranked by seniority for the purpose of assignment to available positions. The list of available positions described in 3.d above shall be disseminated to all affected personnel. The superintendent, after conferring with department heads, shall assign affected employees to be displaced according to the following order:

NOTE: THE FOLLOWING STEPS (1)-(8) SHALL BE IMPLEMENTED IN SEQUENCE. (IF THE ASSIGNMENT IS ACCOMPLISHED BY FOLLOWING STEP 1, DO NOT PROCEED TO STEP 2, ETC.)

- (1) Assign to a position which is vacant at the same level, based on the current Position Equivalency Document, in which the reassigned affected employee is eligible on the basis of job qualifications and performance responsibilities as determined by the superintendent, or designee.
- (2) Displace an affected employee not scheduled for reassignment with less seniority at the same level, based on the current Position Equivalency Document, in which the reassigned affected employee is eligible on the basis of job qualifications and performance responsibilities, as determined by the superintendent, or designee.
- (3) Assign to a vacant position of lower category for which the reassigned affected employee is eligible on the basis of job qualifications and performance responsibilities.
- (4) Displace an affected employee in a lower category not scheduled for reassignment and with less seniority for which the reassigned affected employee is eligible on the basis of job qualifications and performance responsibilities, as determined by the superintendent, or designee.

- (5) Assume a vacant position held previously in the affected employee category of employees.
- (6) Displace an affected employee not scheduled for reassignment with less seniority in a position held previously by the reassigned affected employee.
- (7) Displace an affected employee not scheduled for reassignment with less seniority in the same category as the reassigned affected employee previously held position.
- (8) Displace an affected employee not scheduled for reassignment with less seniority in a lower category than the reassigned affected employee's previously held position.

NOTE: Whenever more than one affected employee is qualified and has equal seniority for a position(s), the Superintendent, or designee, shall assign the affected employee best suited for the position on the basis of the position qualification requirements and performance responsibilities as reflected in the position job description. When a reassigned affected employee displaces another affected employee with less seniority, the displaced affected employee shall have the right to displace another affected in the previously held position in accordance with the provisions of the involuntary transfer policy.

4. Lay-off

- a. Reduction in force procedures provided herein may require that certain affected employees be laid-off. Should such lay-off become necessary, an affected employee shall be so notified and placed on thirty (30) calendar day lay-off notice. If no position becomes available prior to expiration of said thirty (30) day period, the affected employee shall be terminated. An affected employee terminated in accordance with provisions herein shall be entitled to all accumulated sick leave, vacation days and other benefits accumulated as of the date of termination, according to Board policy regarding benefits.
- b. Employees on Board approved leave of absence without pay (for medical reasons with medical documentation, maternity leave included) shall be treated in the same manner as other regularly employed personnel, in so far as reduction in force is concerned. This consideration will be given only if the employee on leave is

not gainfully employed.

5. Recall

- a. Before positions available for reassignment within a category affected by reduction in force are declared vacant and eligible for advertising, full-time employees reduced from the classification shall have the opportunity to return to the reactivated position, pursuant to the following procedure and conditions.
 - (1) Human Resources Department shall notify the reassigned affected employee of the position reactivation as well as the affected employee's eligibility for return to the position. Communication shall be by certified mail, return receipt requested.
 - (2) Affected employee shall within two (2) working days of notification, either accept or reject in writing any offer to return to the reactivated position. Any affected employee rejecting the recall assignment will give up his right to another position in the system.
 - (3) The return of an affected employee to a reactivated position shall be determined on the basis of seniority among all such affected employees previously reassigned from said position.
- b. Affected employees who have been laid-off because of reduction in force shall be placed on a recall list by classification and seniority for a period of one (1) year from the effective date of lay-off. As vacancies occur, said affected employee shall be recalled by order of seniority (reverse order of lay-off) and shall be offered re-employment commensurate with qualifications. Offers of positions will be made by certified mail, return receipt requested.
- c. Affected employees must accept or reject an offered position within two (2) working days after receipt of notification. If the affected employee rejects an offer of appointment to a position, the same as or equivalent to that which was held before reduction, or if he/she does not respond according to approved RIF procedure, his/her name will be removed from the recall list, thus releasing the school system from further recall obligation.
- d. It shall be the responsibility of each affected employee to notify the Human Resources Department in writing of change of address.

6. Appeals

- a. Affected employees shall have the right to appeal involuntary transfers to an ad hoc committee of five (5) appointed by the superintendent. This appeal shall be in writing within ten (10) work days from date of official notification of the status. The Assistant Superintendent of Human Resources will appoint personnel staff to assist in the clarification of the RIF procedure. Personnel affected by RIF are encouraged to contact these designated administrators prior to appealing their reduction in force assignment to discuss any concerns that need clarification.

The RIF Appeal Committee shall hear the aggrieved party and submit their recommendation in writing within ten (10) work days to the superintendent for consideration. The superintendent shall notify the aggrieved party of his decision in writing within five (5) days of receipt of the ad hoc committee=s recommendation. The final appeal decision rests with the superintendent.

- b. Affected employees shall use the appeal process as described in 6.A above in lieu of the complaint procedure, whenever the affected employee is aggrieved regarding reassignment under reduction in force.
- c. Affected employees shall have the right to representation of their choice during the appeal process.

7. Racial Balance

Racial balance of staff shall be considered in all voluntary and involuntary staffing assignments.

G. **REDUCTION IN FORCE POLICY (NON-CERTIFIED, NON-ADMINISTRATIVE PERSONNEL)**

1. Definitions

- a. Appointment
New hire only
- b. Termination

Action recommended by the Superintendent and approved by the Board resulting in the discharge of an employee.

c. Retirement/Resignation

Termination of employment through action voluntarily initiated by the employee.

d. Involuntary Transfer (Non-Certified)

Action recommended by the superintendent and approved by the Board which moves an employee laterally from one position to another with no change in pay category.

e. Voluntary Transfer

Action initiated by the employee which moves an employee laterally from one position to another with no change in pay category.

f. Promotion

Action recommended by the superintendent and approved by the Board which results in an employee moving from one position of rank, dignity and salary to a position of higher rank, dignity and/or salary according to the current Position Equivalency Document prepared in compliance with the board=s Reduction In Force Policy, when applicable.

g. Demotion

Action recommended by the superintendent and approved by the Board which results in an employee moving from one position of rank, dignity and salary to a position of lower rank, dignity, and/or salary based upon job performance.

h. Involuntary Reduction in Position

Action recommended by the superintendent and approved by the Board which results in an employee being moved from one position of rank, dignity and salary to a position of lower rank, dignity, and/or salary according to the current Position Equivalency Document prepared in compliance with the Board=s Reduction in Force Policy, when applicable.

i. Overstaffing

A condition occurring at the building/department level whereby the number of employees assigned to a position(s) is greater than the number needed and/or allocated.

j. Surplus

A condition occurring system-wide whereby the number of employees assigned to a position is greater than the number needed and/or allocated.

k. Reduction

The assignment to other positions or layoff dependent upon seniority and experience in the system.

l. Reduction in Force

Action recommended by the Superintendent and approved by the Board to reduce and/or eliminate positions within identified job categories.

m. Lay-off

The discharge of non-certified non-administrative employees as a result of job abolishment or reduction in force.

n. Seniority

First considered is the total period of continuous uninterrupted* full-time service in the Jefferson Parish Public School System excluding official leave time granted by the Board. When the full-time experience is equal, then the second consideration shall be the number of years of uninterrupted* full-time service in a job classification. When these two factors are equal, then seniority shall be determined by random selection. Seniority will not be affected by layoff for one (1) year from the effective date or the layoff. The employee will maintain credit for the experience prior to layoff and will resume creditable time upon recall, if recall occurs within one calendar year of layoff date. (*Layoff is not considered as interrupted service.) This section shall be retroactive to July 1, 1984.

- o. **Qualifications**
Training, experience, credentials and proficiencies which are required in the job description.
- p. **Performance Responsibility**
The superintendent=s interpretation of the functions and activities required in the job description.
- q. **Administrative Assignment**
A temporary assignment to a position made by the superintendent for a specified period of time with or without the approval of the school board.
- r. **Classifications**
Clerical employees, maintenance workers, cafeteria workers, teacher assistants, monitors, nursery attendants, bus attendants, custodial workers, others.
- s. **Effective Date**
Date on which employee officially begins working in a specific job.
- t. **Starting Date**
Board approval date or effective date, whichever comes first.
- u. **Board Approval Date**
Date on which the Board officially approves an employee=s appointment to a position.
- v. **Voluntary Reduction in Position**
Action initiated by the employee which results in the employee being moved from one position of rank, dignity and salary to a position of lower rank, dignity and/or salary.
- w. **Reclassification**
Action recommended by the superintendent and approved by

the Board which results in a position being changed from one pay category to another pay category on the board approved salary schedule.

x. Recall (Certified and Non-Certified)

Action recommended by the superintendent and approved by the Board to return an employee involuntarily reduced in position or laid off pursuant to the employee=s rights under the Board=s Reduction In Force Policy.

y. Employee Subject to Reassignment

Employee whose job has been abolished.

z. Displaced Employee

Employee who has been involuntarily moved from a position by an employee whose job was abolished.

aa. Position

Specific job title within a category.

bb. Department

A distinct division of the administrative organization of the school district including individual school sites.

cc. Category

Non-certified, non-administrative positions of comparable responsibility and qualifications as defined in the current Position Equivalency Document.

2. Introduction

When a determination has been made to reduce the number of employees because of a surplus of staff within a specific classification or because of an overstaffing condition, the superintendent shall effectuate the reduction in force by following the reassignment procedures listed below:

a. Call a ARIF Alert@ and inform employees of the possibility of a reduction in force.

- b. Inform the employees and the public of the reasons that necessitate an impending RIF.
- c. Make information concerning RIF available to all employees through every means possible, (e.g., articles, video tapes of general RIF policies and procedures, a Channel 8 RIF information program, specific meetings called by all department heads, and a printed document on standard Board approved RIF policy).
- d. Updated Board approved job descriptions must be on file in the Human Resources Department prior to any RIF implementation. The Board approved date must appear on the job description.

NOTE: THE BOARD SHALL ALLOW FIFTEEN (15) SEQUENTIAL WORK DAYS FOR THE HUMAN RESOURCES DEPARTMENT TO FOLLOW PROCEDURES IN "e" AS LISTED BELOW:

- e. The following information shall be provided in writing to all employees to be affected by the Reduction In Force:
 - (1) Lists of reduction in personnel by position, by department (jobs - - not names).
 - (2) Lists of positions equated (Position Equivalency Document)
 - (3) Lists of vacancies at each category.

NOTE: THE BOARD SHALL ALLOW FIFTEEN (15) SEQUENTIAL WORK DAYS FOR THE HUMAN RESOURCES DEPARTMENT TO FOLLOW PROCEDURES IN f, g & h. AS LISTED BELOW:

- f. Reassignment letters shall be sent in a timely manner from the Human Resources Department to the employees affected and shall specifically state the effective date of the action taken and the date required for the employee to report to the new assignment. All personnel appointments shall indicate the effective date of the appointment as well as the date of Board approval. Seniority shall be established as defined in J, I, N of the RIF policy for non-certified non-administrative personnel.
- g. Recall lists shall be provided by the category of employees terminated due to RIF. The recall lists shall be available and housed in the Personnel Department for public information. The recall lists shall contain all certifications held by persons to be considered for recall. All recall lists

shall be referred to prior to advertising for a position or voluntarily/involuntarily transferring someone to a position.

- h. Employees shall be made aware that the personnel recommendations approved at the Board meeting are official legal documents.

NOTE: Prior to effectuating staffing assignments, the superintendent shall consider reductions due to resignations, termination, demotions for cause, retirements, and approved leaves.

3. Procedure

- a. Develop a list by category of positions identified for reduction. The list shall indicate whether all incumbents within a category or a specific number of positions within a category are to be eliminated.
- b. Develop a list of names of employees currently employed within the category designated for reduction. The list shall be arranged according to seniority.
- c. Develop a list of employees subject for reassignment. The list identifying employees shall be arranged by inverse order of seniority.
- d. Develop a list of all positions which are vacant and disseminate to employees scheduled for reassignment. The superintendent, after conferring with division/department heads, shall assign employees to a vacant position in the same category for which they are qualified. Assignment shall be made on the basis of seniority and job qualification.
- e. Develop a list of employees for whom there were no positions available for which they are qualified within their current category.
- f. The Superintendent, or designee, shall assign the remaining employees scheduled for reassignment according to the following order:

THE FOLLOWING (1)-(6) SHALL BE USED IN SEQUENCE.
(IF THE ASSIGNMENT IS ACCOMPLISHED BY FOLLOWING
STEP 1, DO NOT PROCEED TO STEP 2, ETC.)

- (1) Assign to a position which is vacant at the same level based upon the current Position Equivalency Document in which the reassigned employee is eligible on the basis of job qualifications and performance responsibilities, as determined by the Superintendent, or designee.
- (2) Displaced employees not scheduled for reassignment with the least seniority in the same category for which the reassigned employee is qualified on the basis of job qualifications and performance responsibility, as determined by the Superintendent, or designee.
- (3) Employees in the same category as described above shall be assigned to vacancies in lower category for which the reassigned employee is qualified on the basis of seniority, job qualifications, and performance responsibilities.
- (4) Displaced employees not scheduled for reassignment with the least seniority in lower category for which the reassigned employee is qualified on the basis of job qualifications and performance responsibilities, as determined by the Superintendent, or designee. Displacement will proceed in consecutive order of category.
- (5) Displaced employees shall be placed on the existing list of employees scheduled for reassignment at their appropriate seniority ranking and proceed as described above.
- (6) Should an employee scheduled for reassignment not be assigned through the process delineated above, then such employee will be laid off and placed on a recall list.

4. Lay-off

- a. Reduction in force procedure provided herein may require that certain employees be laid off. Should a lay-off become necessary, affected employee shall be notified and placed on thirty (30) calendar day lay-off notice. If no position becomes available prior to expiration of said thirty (30) day period, the affected employee will be laid-off in accordance with provisions herein and shall be entitled to all accumulated sick leave, vacation days, and other benefits as of the date of lay-off, according to Board policy regarding benefits.
- b. Employees on Board approved leave of absence without pay, (for

medical reasons with medical documentation, maternity leave included), shall be treated in the same manner as other regularly employed personnel, in so far as reduction in force is concerned. This consideration will be given only if the employee on leave is not gainfully employed.

5. Recall

- a. Before positions are declared vacant and eligible for advertising, full-time employees reduced from previous category shall have the opportunity to return to the reactivated position, pursuant to the following procedure and conditions:
 - (1) As vacancies occur, the Human Resources Department shall notify the displaced employees of the positions reactivated as well as the employees' eligibility for return to the positions and shall offer re-employment commensurate with qualifications.
 - (2) Employees shall within two (2) working days of notification, either accept or reject in writing an offer to return to the reactivated position. Any employees on an active status rejecting the recall shall remain at their newly assigned position until such time as they can request a voluntary transfer or apply for positions that become available. Any employees on inactive status rejecting the recall will give up their rights to the position and be taken off the recall list.
 - (3) The return of employees to reactivated positions shall be determined on the basis of seniority among all such employees previously reassigned from said position.
- b. Employees who have been laid-off because of reduction in force shall be placed on the recall list by category and seniority for a period of one (1) year from the effective date of lay-off.
- c. It shall be the responsibility of each employee to notify the Human Resources Department in writing of changes in address or telephone number.
- d. A vacancy in the Grand Isle district shall not be considered in the recall process unless the reassigned staff agrees to accept the position.

6. Appeals

- a. Non-certified, non-administrative employees shall have the right to appeal involuntary transfers to an ad hoc committee of five (5) appointed by the superintendent. This appeal shall be in writing within ten (10) work days from date of official notification. Assistant Superintendent of Human Resources will appoint three (3) personnel administrators to assist in the clarification of the RIF procedure. Personnel affected by RIF are encouraged to contact these designated administrators prior to appealing their reduction in force assignments to discuss any concerns that need clarification.

The RIF Appeal Committee shall hear the aggrieved party and submit their recommendation in writing within ten (10) work days to the Superintendent for consideration. The Superintendent shall notify the aggrieved party of his decision in writing within five (5) days of receipt of the ad hoc committee's recommendation. The final appeal decision rests with the Superintendent.

- b. Employees shall use the appeal process as described in 6.A above in lieu of the complaint procedure whenever the employee is aggrieved regarding reassignment under reduction in force.
- c. Employees shall have the right to representation of their choice during the appeal process.

7. Racial Balance

Racial balance of staff shall be considered in all voluntary and involuntary staffing assignments.

H. **REDUCTION IN FORCE POLICY (CERTIFIED NON-BARGAINING UNIT PERSONNEL)**

1. Definitions

- a. Appointment
New hire only.
- b. Termination

Action recommended by the superintendent and approved by the Board resulting in the discharge of an employee.

c. Retirement/Resignation

Termination of employment through action voluntarily initiated by the employee.

d. Involuntary Transfer (Certified)

Action recommended by the Superintendent and approved by the board which moves an employee from a position of rank, dignity and salary to another position of equal rank, dignity and/or salary according to the current Position Equivalency Document prepared in compliance with the Board=s RIF Policy.

e. Voluntary Transfer

Action initiated by the employee which moves an employee laterally from one position to another with no change in pay category.

f. Promotion

Action recommended by the Superintendent and approved by the Board which results in an employee moving from one position of rank, dignity and/or salary to a higher position of rank, dignity and/or salary, according to the current Position Equivalency Document prepared in compliance with the Board=s RIF Policy, when applicable.

g. Demotion

Action recommended by the Superintendent and approved by the Board which results in an employee moving from one position of rank, dignity and salary to a position of lower rank, dignity, and/or salary, based upon job performance.

h. Involuntary Reduction in Position

Action recommended by the Superintendent and approved by the board which results in an employee being moved from one position of rank, dignity, and salary to a position of lower rank, dignity, and/or salary, according to the current Position Equivalency Document.

i. Overstaffing

A condition occurring at the building/department level whereby the number of employees assigned to a position(s) is greater than the number needed and/or allocated.

j. Surplus:

A condition occurring systemwide whereby the number of employees assigned to a position is greater than the number needed and/or allocated.

k. Reduction

The assignment to other positions or layoff dependent upon seniority and experience in the system.

l. Reduction In Force

Action recommended by the Superintendent and approved by the Board to reduce and/or eliminate positions within identified job categories.

m. Lay-off

The discharge of certified administrators as a result of job abolishment or reduction-in-force.

n. Seniority

First considered is the total period of continuous uninterrupted full-time administrative service in the Jefferson Parish Public School System, excluding official leave time granted by the Board. When the full-time administrative experience is equal, then the second consideration shall be the number of years of uninterrupted full-time systemwide service. When these two factors are equal, the third consideration shall be the administrative experience within the specific job category being reduced.

o. Qualifications

Training, experience, certification/license, and/or degrees, if any, which are required in the job description.

p. Performance Responsibility

The superintendent=s interpretation of the functions and activities required in the job description.

q. Administrator

Certified managerial and/or supervisory personnel.

r. Administrative Assignment

A temporary assignment to a position made by the Superintendent for a specified period of time until Board approval. Persons administratively assigned will be ranked and subject to RIF procedures.

s. Effective Date

Date on which employee officially begins working in a specific job.

t. Starting Date

Board approval date or effective date, whichever comes first.

u. Board Approval Date

Date on which the board officially approves an employee=s appointment to a position.

v. Voluntary Reduction in Position

Action initiated by the employee which results in the employee being moved from one position of rank, dignity and salary to a lower position of rank, dignity and/or salary, according to the current Position Equivalency Document.

w. Reclassification

Action recommended by the Superintendent and approved by the Board which results in a position being changed from one pay category to another pay category on the Board approved salary schedule.

x. Recall (Certified and Non-Certified)

Action recommended by the Superintendent and approved by the Board to return an employee involuntarily reduced in position or laid off pursuant to the employee=s rights under the Board=s Reduction In Force Policy.

y. Employee Subject to Reassignment

Employee whose job has been abolished.

z. Displaced Employee

Employee who has been involuntarily moved from a position by an employee whose job was abolished.

aa. Tenure

Legal rights granted certificated employees under LA.R.S. 17:443.

bb. Probationary Period

Special employee status granted certified employees under LA.R.S. 17:442.

cc. Administrator under Contract:

An administrator who has contracted with the Jefferson Parish School Board under the provisions of LA.R.S. 17:444 (B).

dd. Position:

Specific job title within a category.

ee. Department

A distinct division of the administrative organization of the school district, including school sites.

ff. Category

Certified, non-bargaining unit administrative positions of comparable responsibility and qualifications as defined in the current Position Equivalency Document.

2. Introduction

Prior to effectuating staffing reassignments, the Superintendent shall consider reductions due to resignations, terminations, demotions for cause, retirements, and approved leaves.

When a determination has been made to reduce the number of employees because of a surplus of staff within a specific category or because of an overstaffing condition, the Superintendent shall effectuate the reduction in force by following the reassignment procedures listed below:

- a. Call a RIF Alert and inform all employees of the possibility of a reduction in force.
- b. Inform the employees and the public of the reasons that necessitate an impending RIF.
- c. Make information concerning RIF available to all employees through every means possible (e.g., articles, video tapes of general RIF policies and procedures, a Channel 8 RIF informational program, specific meetings called by all department heads, and a printed document on standard Board approved RIF policy).
- d. Updated Board approved job descriptions must be on file in the Personnel Department prior to any RIF implementation. The Board approved date must appear on the job description.

NOTE: THE BOARD SHALL ALLOW 15 SEQUENTIAL WORK DAYS FOR THE HUMAN RESOURCES DEPARTMENT TO FOLLOW THE PROCEDURES IN AS LISTED BELOW:

- e. The following information shall be provided in writing to all employees to be affected by the Reduction In Force:
 - (1) Lists of reduction in personnel by position, by department (jobs - - not names).
 - (2) Lists of positions equated (Position Equivalency Documents)
 - (3) Lists of vacancies and positions held by non-tenured personnel at each category on Positions Equivalency Documents. When the list of non-tenured personnel exceeds in number the list of available positions, the least seniored

non-tenured person in that category will be the first to be displaced. This procedure will continue until all RIF eligible personnel have been placed in positions for which they are qualified and certified in that category.

NOTE: THE BOARD SHALL ALLOW FIFTEEN (15) ADDITIONAL, SEQUENTIAL WORK DAYS FOR THE HUMAN RESOURCES DEPARTMENT TO FOLLOW PROCEDURES IN f, g & h AS LISTED BELOW.

- f. Reassignment letters shall be sent from the Human Resources Department in a timely manner to the employees affected in a timely manner and shall specifically state the effective date of the action taken and the date required for the employee to report to the new assignment. All personnel appointments shall indicate the effective date of the appointment as well as the date of Board approval. Seniority shall be established from the starting date of the appointment.
- g. Recall lists shall be provided by the category of employees terminated due to RIF. The recall lists shall be available and housed in Human Resources for public information. The recall lists shall contain all certifications held by persons to be considered for recall. All recall lists shall be referred to prior to advertising for a position or voluntarily/involuntarily transferring someone to a position, or administratively assigning someone to a position.
- h. Employees shall be made aware that the personnel recommendations approved at the board meeting are official legal documents.
- i. Any affected employee in a position in category 60 and above assistant superintendent which has been designated for abolishment during reduction-in-force procedures shall not have the right to displace any other employee within the herein designated category 60 and above. All employees holding a position in herein designated category 60 and above shall serve at the recommendation of the Superintendent and with the approval of the Board.

NOTE: Prior to effectuating staffing reassignments, the Superintendent shall consider reductions due to resignations, terminations, demotions for cause, retirements, and approved leaves.

3. Procedure

- a. Develop a list of positions which have been identified for abolition

in each category.

- b. Develop a list of names of employees within each category by seniority including both administrative seniority and parish seniority. The individuals shall be ranked according to the most administrative seniority. The list shall state whether the individual is tenured in the category, and if the individual is not tenured in the category, the list shall state the highest category in which the individual has tenured. For purposes of reduction in force, seniority rights afforded tenured personnel will be extended to federal program personnel and contracted personnel. This policy shall not apply to the elimination/reduction of a specific federal program because of reduction of funding.
- c. Develop a list of all administrative positions which are vacant or presently filled by non-tenured administrators. Vacancies shall be filled before considering non-tenured positions.
- d. Develop a list of individuals subject for reassignment. The list of individuals identified for reassignment shall be arranged by inverse order of seniority, one list for tenured individuals and a second list for non-tenured.
- e. The individuals scheduled for reassignment shall be ranked by seniority.
- f. An administrator under contract who is displaced or whose position is abolished shall be returned to his/her previously tenured position based on seniority. Thereafter, the administrator will be treated as a tenured employee for the purpose of RIF.
- g. From the list of administrative positions vacant or presently filled by non-tenured administrators, the superintendent, after conferring with department heads, shall assign affected administrators by seniority according to the following order.

NOTE: THE FOLLOWING STEPS (1)-(5) SHALL BE USED IN SEQUENCE. (IF THE ASSIGNMENT IS ACCOMPLISHED FOLLOWING STEP 1, DO NOT PROCEED TO STEP 2, ETC.)

- (1) To a position of equal rank, dignity and status for which he/she is certified and qualified. In the event that no

position held by a non-tenured administrator, an administrator under contract with less seniority, or vacancy exists within the category of the affected individual=s previously tenured position, the affected individual has the right to displace all employees with less seniority who are presently holding the position in which the affected individual is tenured.

- (2) To a position nearest to rank, dignity and status to the individual=s presently tenured position in which he/she is certified and qualified.
- (3) When more than one individual is eligible for a position because of equal seniority, the superintendent, or designee, shall assign the employee best suited for the position on the basis of the position qualifications and performance responsibilities as reflected in the position job description.
- (4) When a reassigned staff member displaces a non-tenured staff member, the non-tenured staff member shall have the right to displace other staff members at his/her previously tenured position in accordance with the provisions of this involuntary policy.
- (5) When the number of individuals scheduled for reassignment exceeds the number of vacancies and the number of non-tenured positions available for their consideration, the Superintendent, or designee, shall assign the individuals to any vacant position nearest to their presently tenured position for which the individual is certified and qualified.

h. Tenured administrators reassigned to positions of lower rank shall retain their salaries in accordance with LA R.S. 17:443. Contracted administrators reassigned to positions of lower rank shall retain salary for the term of their contract consistent with the contract=s stipulation.

4. Recall

a. Reassigned administrators shall have the right to transfer to their previously tenured positions in equated categories. Whenever more than one position of equal rank, dignity and status is available to the reassigned administrator, the Superintendent,

or designee shall assign the affected administrator to a position on the basis of position, qualifications and performance responsibilities prior to any administrative assignment.

- b. Reassigned non-tenured administrators shall have the right to transfer to their previously held positions subsequent to the transfer to tenured reassigned staff according to seniority for a period of one year from the effective date of reassignment.
- c. Reassigned staff shall be assigned to position vacancies whenever they occur as determined by the designated personnel administrator in accordance with parish policy.
- d. The employees on the recall list, once rejecting a position in the same category as that in which they were serving or that in which they are tenured, shall then release the school system from further recall obligation to those employees.
- e. An administrative vacancy in the Grand Isle district shall not be considered in the recall process unless the reassigned staff agrees to accept that administrative position.

5. Appeals

- a. An administrator shall have the right to appeal involuntary transfers to an ad hoc committee of five (5) appointed by the superintendent. This appeal shall be in writing within ten (10) work days from the date of official notification. The committee shall hear the aggrieved party and submit its recommendation in writing within ten (10) work days to the Superintendent for consideration. The Superintendent shall notify the aggrieved party of his decision in writing within five (5) work days of receipt of the ad hoc committee recommendation. The final appeal decision rests with the superintendent.

The Assistant Superintendent of Human Resources will appoint three (3) personnel administrators to assist in the clarification of the RIF procedure. Personnel affected by RIF are encouraged to contact these designated administrators prior to appealing their reduction in force assignment to discuss any concern that needs clarification.

- b. Administrators shall use the appeal process described in 5.a above in lieu of the complaint procedure whenever the

administrator is aggrieved regarding reassignment as a result of reduction in force.

- c. Administrators shall have the right to representation of their choice during the appeal process.

6. Racial Balance

Racial balance of staff shall be considered in all voluntary and involuntary staffing assignments.

I. **WORK SLOWDOWN AND STRIKES**

Members of the Bargaining Unit - Refer to the *Agreement*

Employees not reporting to work during the period of a work slowdown or a strike who request the use of sick/emergency leave may be required to submit to the Human Resources Department a physician's statement attesting to the inability of the employee to perform regularly assigned work duties and/or an affidavit certifying the reason for the absence. Additionally, the Board shall reserve the right to require the employee to be examined by a physician selected by the Board.

Employees absent from work in order to participate in a work slowdown or a strike will be considered absent without authority. Employees determined to be absent without authority could subject themselves to the following conditions:

1. Disallowed the use of sick/emergency leave.
2. Disallowed all remuneration and benefits during the entire unofficial absence.
3. Disciplinary action in accordance with the State law which could lead to any of the following: suspension, indefinite suspension or termination.

J. **PROHIBITION OF DANGEROUS WEAPONS**

In accordance with Louisiana Revised Statute 14:95.2, no school system employee shall be permitted to carry a dangerous weapon on a school system campus or on a school bus. Any employee who violates this policy will be subject to termination.

K. **PROCEDURE FOR SELECTION AND APPOINTMENT OF ADMINISTRATIVE AND SUPERVISORY PERSONNEL**

1. Purpose

This provision establishes the procedural policy for identification, selection and appointment of the most talented and qualified applicants for administrative and supervisory positions. This procedure is designed to give adequate consideration to all applicants for such positions and allows lateral and vertical movement of personnel currently employed in the system. While promotion from within the system is desirable, qualifications shall be the first consideration for selection and appointment.

2. Philosophy

The Jefferson Parish Public School System believes that selection and utilization of its human resources are among the most important contributions that the system can make toward improving the quality of instruction for all students.

3. Origination of Request to Fill Positions

- a. Department heads or assistant superintendents will originate requests to fill all positions (new and replacements).

New positions - Must be properly documented on the Form PC-14 - Administrative, Technical, Clerical and Other Support Personnel Allocation Change Request Form with a copy of the Board approved job description. When the action requested is approved by the Planning Department and the Superintendent or designee, the PC14 will be forwarded to the Human Resources Department for advertisement and/or announcement.

Replacement Positions - Requests to fill replacement positions will be made in writing from the department head or assistant superintendent with the approval of the Superintendent or designee and sent to the Assistant Superintendent of Human Resources. A copy of the job description should be attached. The Human Resources Department will then advertise for the replacement position.

- b. Advertisement and/or announcements of specific vacancies shall include the following:

- (1) Position title and approximate effective date.

- (2) Salary range.
- (3) Minimum qualifications.
- (4) Directions for application.
- (5) Closing date, date of announcement (Applications will be accepted up to and including ten (10) work days from the release of announcement date.)
- (6) Contract months
11 months if filled by less than 12 month employee or
12 months if filled by 12 month employee
- (7) Only the most pertinent information will be included in media advertisements at the discretion of the Human Resources Department.

4. Selection Process for Applicants for Administrative Positions

a. Principals

For principals, the interview committee shall consist of the appropriate regional Assistant Superintendent who chairs the committee; a representative from the central office who is either the Deputy Superintendent or an Assistant Superintendent in the Department of Instruction, or the appropriate Director of Elementary or Secondary Education; one teacher from the school who shall be the JFT building representative; and two parents, one who is the PTO President at the school and the other who shall be selected by the outgoing Principal or Acting Principal.

b. Assistant Principals and Deans

A committee consisting of appropriate Principal, Regional representative, and an Instruction Department representative will conduct interviews of qualified applicants. The Superintendent will select the replacement if the vacancy occurs after July 31st of a school year.

c. Central Office Certified and Non-Certified Administrative Positions

A committee designated by the appropriate department head will conduct interviews of qualified applicants. All interviews will be conducted using the standard rubric format. Only designated members of the committee

may be present, participate, and submit a completed rubric during the interview process. All rubrics must be signed by members of the committee and sent to the Human Resources Department.

The committee will recommend the highest scoring applicant to the Superintendent for consideration.

The Superintendent shall submit a nomination to the Board for approval.

The filling of any vacancy involving an administrative position that reports directly to the Superintendent will be at the sole discretion of the Superintendent and approval of the School Board. The Superintendent may make an administrative appointment pending School Board approval.

L. **PROCEDURE FOR SELECTION AND APPOINTMENT OF SUPPORT PERSONNEL**

This procedure is designed to give consideration to all applicants and allows for movement of personnel currently employed in the system.

1. **Custodial**

a. Identified vacancies approved through Position Control shall be announced by the Human Resources Department. (Routine procedure established by the Human Resources Department shall be followed.)

b. Announcements of vacancies shall include the following:

(1) Position title, location and number of contract months.

(2) Minimum qualifications.

(3) Closing date (Applications will be accepted up to and including ten (10) work days from the release of announcement date.)

(4) Date of announcement.

(5) The announcement for position vacancies will contain the following statement: *POSITIONS OPEN TO THE PUBLIC; HOWEVER, PREFERENCE WILL BE GIVEN TO FULL TIME EMPLOYEES WHO MEET THE MINIMUM QUALIFICATIONS AND TO QUALIFIED PERSONS WITH AT LEAST ONE YEAR EXPERIENCE AS A SUBSTITUTE IN THE AREA FOR WHICH THE INDIVIDUAL IS APPLYING.*

c. All applicants must meet the job description minimum qualifications.

- d. The principal/immediate supervisor or a selection committee will select from those applicants who meet the requirements of the position as stipulated on the job description.
 - (1) The principal/immediate supervisor selects all part time employees (3 2 and 4 hr. helpers.
 - (2) The selection committee for all 6/8 hr. custodial workers may be composed of the principal/immediate supervisor and a personnel department representative.
 - (3) The selection committee for all assistant custodians, plant managers and engineers may be composed of the principal/immediate supervisor, a Human Resource representative and a representative of the Maintenance Department.
- e. The employee selected to fill the vacancy will be recommended to the Superintendent for Board approval at the next regularly scheduled Board meeting.
- f. The employee will be assigned to the vacancy and begin the pay for the new position the day following Board approval of the appointment.

2. Child Nutrition

- a. Substitutes and current employees who indicate a desire to be considered for positions which become available must complete an employment application and submit same to the Human Resources Department.
- b. The selection procedure for specific positions follows:

In all cases job description minimum qualifications must be met.

 - (1) 4 hr. technicians - Persons employed as substitutes will be considered for a position based upon a recommendation by the principal (or designee), seniority, and a satisfactory work record. The Assistant Superintendent of Operations (or designee) will forward the principal=s recommendation to the Human Resources Department, which will in turn submit a recommendation to the superintendent.
 - (2) 6/7 hr. technicians - Persons employed as 4 hr. technicians

will be considered for a position based upon a recommendation from the principal, seniority and a satisfactory work record. The Assistant Superintendent of Operations (or designee) will interview applicants with the principal (or designee) and forward a recommendation to Human Resources which will in turn submit a recommendation to the Superintendent.

- (3) Assistant Manager - Persons employed will be considered for a position based on a recommendation from the principal (or designee), seniority and a satisfactory work record. Only 6/7 hr. technicians who have satisfactorily completed the manager training requirement will be considered for the position of Assistant Manager. The Director of Child Nutrition/Warehouse (or designee) will interview qualified applicants with the principal (or designee) and forward a recommendation to Human Resources which will in turn submit a recommendation to the Superintendent.
- (4) Manager - Only persons employed as Assistant Managers will be considered for the position of manager. Seniority, a recommendation from the principal (or designee) and a satisfactory work record will be considered. The Assistant Superintendent of Operations (or designee) and the area manager will interview applicants with the principal (or designee) and forward a recommendation to Human Resources which will submit a recommendation to the Superintendent.
- (5) The employee selected to fill the vacancy will be recommended to the Superintendent for Board approval at the next regularly scheduled Board meeting.
- (6) The employee will be assigned to the vacancy and begin the pay for the new position the day following Board approval of the appointment.

NOTE: The Assistant Superintendent of Operations will assign employees to vacancies which occur during the summer months when school is not in session.

3. Clerical

- a. Identified vacancies approved through Position Control shall be announced by the Human Resources Department. (Routine procedure established by the Human Resources Department shall be followed.)

- b. Announcements of vacancies shall include the following:
 - (1) Position title, location and number of contract months
 - (2) Salary range
 - (3) Minimum qualifications
 - (4) Closing date (Applications will be accepted up to and including ten (10) work days from the release of announcement date)
 - (5) Date of announcement
 - (6) The announcement for position vacancies will contain the following statement: *POSITIONS OPEN TO THE PUBLIC; HOWEVER, PREFERENCE WILL BE GIVEN TO FULL TIME EMPLOYEES WHO MEET THE MINIMUM QUALIFICATIONS AND TO QUALIFIED PERSONS WITH AT LEAST ONE YEAR EXPERIENCE IN THE AREA FOR WHICH INDIVIDUAL IS APPLYING.*
- c. All applicants must meet the job description minimum qualifications and have on file in the Human Resources Department all test results for the advertised position no later than the date/time deadline for the vacancy application.
- d. A selection committee designated by Human Resources will include the principal/immediate supervisor (or designee) of the vacant position.
- e. The principal/immediate supervisor will submit the names in rank order of three (3) applicants selected for the vacant position.
- f. The employee selected to fill the vacancy will be recommended to the Superintendent for Board approval at the next regularly scheduled Board meeting.
- g. The employee will be assigned to the vacancy and begin the pay for the new position the day following Board approval at the next regularly scheduled Board meeting.

4. Paraeducator

- a. Substitutes and current employees who indicate a desire to be considered for positions which become available must complete an employment application.
- b. All applicants must meet the job description minimum qualifications and have on file in Human Resources all test results for the advertised

position.

- c. Applicants will be considered for a position based on a recommendation by the principal. Human Resources will review the principal's recommendation, the employee's work record, and seniority status.
- d. The Human Resources Department will make a recommendation to the Superintendent.
- e. The employee selected to fill the vacancy will be recommended by the Superintendent for Board approval at the next regularly scheduled Board meeting.
- f. The employee will be assigned to the vacancy and begin the pay for the new position the day following Board approval of the appointment.

M. **AIDS POLICY**

1. **Preface**

This policy statement was prepared by the Jefferson Parish Public School System, State of Louisiana, with the cooperation of representatives from the Bargaining Unit, the Board attorney, Board members, Department of Instruction, Health Services, Parent Advisory Groups, the Human Resources Department, school-based administrators, Special Education, and Student Services. It was prepared to establish procedures in the handling of any individuals known to have Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), and Human Immunodeficiency Virus (HIV). This policy refers to employees. Every effort has been made to comply with the recommendations of the Surgeon General, the guidelines of the Centers for Disease Control as outlined in the August, 1985, Mortality Weekly Report, Section 504 of the Rehabilitation Act of 1973, 20 U.S.C. 1401 *et seq* (Exceptional Children's Act), La. State Department of Education Bulletin 1508 (Pupil Appraisal Handbook), and LA.STAT.ANN.17:281 (Instruction in Sex Education). It is the intention of this policy to protect the rights of all individuals within the Jefferson Parish Public School System.

2. **Confidentiality**

The Jefferson Parish Public School System recognizes the need to protect the individual rights and the health of all persons affected by AIDS/ARC/HIV. The Jefferson Parish Public School System opposes mandatory antibody testing of employees. The Jefferson Parish Public School System believes that information concerning the health of individuals should be treated as

confidential information and should be made known only to those who are required to have such information.

Information as to the medical condition or history of an employee affected with the AIDS/ARC/HIV Virus which is obtained as part of this process shall be collected and maintained on separate forms which, except as follows, shall be accorded the same confidentiality as medical records. Supervisors and managers of employees may be informed regarding the restrictions on the work or duties on such an employee and necessary accommodations which must be made. Likewise, school administrators, teaching staff and related service personnel working with a student affected with the AIDS/ARC/HIV virus shall be informed regarding restrictions on the student=s activities and necessary accommodations which must be made.

First aid and safety personnel, school nursing personnel, emergency medical technicians, paramedics, physicians, hospitals, or other persons who may be required to render emergency treatment to or come into direct contact with the blood or body fluids of a student or employee affected with Human Immunodeficiency/AIDS/ARC virus shall be informed of that individual=s condition.

3. AIDS Evaluation Procedures

Research documents that the AIDS/ARC/HIV virus is not transmitted through casual contact such as occurs in schools. The individual poses no threat to the health of other students or employees except in the following cases:

- a. Individuals who lack control of their body secretions;
- b. Individuals who bite;
- c. Individuals who have open lesions or oozing sores;
- d. Individuals who demonstrate behavior which could result in direct inoculation of potentially infected body fluids;
- e. Cases involving any other medically documented method of transmission.

In all diagnosed cases of AIDS/ARC/HIV, however, the Superintendent must be informed. In the case of a student, the principal shall inform the regional assistant superintendent whose responsibility it will be to notify the

Superintendent. In the case of an employee, the supervisor shall inform the Assistant Superintendent of Human Resources whose responsibility it will be to notify the Superintendent.

In cases where no diagnosis or confirmation of AIDS/ARC/HIV exists, the same policies as are applicable to the reporting of any other communicable disease shall be followed.

If a principal or immediate supervisor of a student/employee becomes aware of a diagnosed case of AIDS/ARC/HIV, the following guidelines must be implemented within a reasonable time not to exceed thirty (30) operational days.

4. Regulations Regarding Employees

- a. No otherwise qualified individual shall be subject to discrimination in employment solely on the basis of having the AIDS/ARC/HIV virus. Unless undue hardship would be imposed upon the operation of its programs, the Jefferson Parish Public School System shall make reasonable accommodation to the known AIDS/ARC/HIV virus, including, but not limited to: (1) making facilities used by employees accessible to and usable by such employees; and, (2) job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, and other similar actions. Employees affected with the AIDS/ARC/HIV virus shall be treated on an individual basis with respect to employment in the school system.
- b. For each such employee, an employment status determination shall be made by a team consisting of medical professionals, personnel representatives, the employee and the employee's physician and/or an employee representative if the employee so requests. The team shall make and document findings of fact based on reasonable medical judgements which include at a minimum the following facts: (1) whether the employee can perform the essential functions of his job in spite of being affected with the AIDS/ARC/HIV virus; (2) if the employee is found not to be able to perform the essential functions of his job, whether any accommodations would enable him to perform those functions; (3) whether such accommodation imposes an undue financial and administrative burden on the school system or requires a fundamental alteration in the nature of the program; (4) the nature of the risk, i.e., how the disease is transmitted; (5) the duration of the risk, i.e., how long the employee is infectious; (6) the severity of the risk, i.e., what is the potential harm to third parties; (7) the probabilities that the disease will be transmitted and will cause varying degrees of harm; and (8) reasonable accommodations which may be made

to eliminate the risk of communicating the disease to others. In making these findings, the team shall give deference to the current state of medical knowledge regarding the AIDS/ARC/HIV virus, the reasonable professional judgments of public health officials and the medical assessment of the employee=s treating physician.

- c. Based upon these documented findings of fact, the team, by consensus or simple majority, shall determine whether the employee; (a) shall continue his/her ordinary duties without restriction; (b) shall continue his/her ordinary duties with certain restrictions; (c) shall be offered alternative employment; (d) whether some reasonable accommodations shall be made in the continued employment of such an individual, or, (e) whether no reasonable accommodation can be made which will eliminate the risk of communicating the disease to other individuals. Based upon these documented findings of fact, the team shall make a recommendation regarding the continued employment of the employee. Because of the progressive nature of the AIDS/ARC/HIV virus, periodic reassessment of the employee=s duty assignment shall be made. At all times the rights

of

all employees are to be protected. Should due process procedures need to be invoked, those applicable to due process rights as outlined in the Human Resources Policy Manual are to be followed.

5. Education Program

The Jefferson Parish Public School System recognizes its responsibility to the community it serves. Current and correct information on AIDS, ARC, and HIV shall be made available. The Jefferson Parish Public School System shall establish an educational program focusing on the AIDS/ARC/HIV infections. The educational component will enable employees, parents, students, and the community to become familiar with the latest information as it becomes available.

N. **DRUG FREE WORK ENVIRONMENT POLICY**

1. Preface

This policy statement was prepared by the Jefferson Parish Public School System, state of Louisiana, with the cooperation of representatives from the Bargaining Unit, Board attorney, Board members, Human Resources, Division of Instruction, Business Services, and Transportation and Planning. It was prepared to establish procedures for creating and maintaining a drug free work environment. This policy refers to all employees and potential employees of the Jefferson Parish Public School System, except for those positions requiring

the employee to have a Commercial Driver's License. Those employees must follow the drug policy mandated for them and contained in the bus driver's policy manual.

2. Confidentiality

The Jefferson Parish Public School System recognizes the need to protect individual employee=s rights. It also recognizes, however, that the public safety of children has been entrusted to its employees and that the first responsibility of the system is to keep that trust inviolate. Referrals made on the basis of fitness for duty will be kept confidential unless they place the safety of other adults and/or children in jeopardy or have a statutory requirement for mandatory reporting. The Jefferson Parish Public School System believes that personal information concerning its employees= fitness for duty should be treated as confidential information and should be made available to others only on a documented need- to- know basis.

3. Policy

- a. Jefferson Parish Public School System=s commitment to employee and student health and safety indicates that, whenever possible, the Jefferson Parish Public School System will assist employees in overcoming certain substance abuse problems which are adversely affecting job performance by making available to all employees an Employee Assistance Program. The program is not designed for employees engaging in the use of illegal controlled dangerous substances. The Employee Assistance Program is not designed to provide treatment for personal or emotional problems, but is designed to assess the nature of the problem and provide appropriate referral for treatment.
- b. The illegal use, sale, or possession of intoxicants, narcotics, drugs, or controlled substances by any employee shall result in immediate suspension without pay and recommendation for job termination. If discovered on school system property, any illegal substances found in such circumstances shall be turned over to the appropriate law enforcement agency.
- c. The use or possession of alcohol or other intoxicants while on the job, on any school system property, or on Jefferson Parish Public School System buses or vehicles is prohibited. Any violation of this policy by any employee shall result in disciplinary action against the employee with immediate suspension without pay and recommendation for job termination.

- d. Any employee undergoing any medical treatment involving a controlled substance, with such treatment required to be under the supervision of a licensed physician, must report in writing such treatment to the Assistant Superintendent of Human Resources with the physician=s documenting statement attached. Such information shall be regarded as strictly confidential except when needed to support an employee=s fitness for duty and after conference with the Medical Review Officer.

- f. All prospective employees of the Jefferson Parish Public School System who have been recommended for employment shall submit to a drug of abuse screening panel and confirmation (where necessary) by the Jefferson Parish School Board designated agent as one of the conditions of employment. Such testing shall be at the expense of the school system. No person who fails the drug of abuse screening panel and confirmation shall be considered for employment with the Jefferson Parish Public School System.

- g. Any employee who exhibits behavior which indicates a lack of fitness for duty and drug or alcohol use shall submit to the following:
 - (1) An administrative conference shall be held with the affected employee and his/her supervisor. The behavior of the employee shall be documented and the employee made aware of the Employee Assistance Program and other avenues of support and/or therapy available in the community. The employee shall be encouraged to take full advantage of any needed assistance. Should the employee=s fitness for duty be such that his/her safety or the safety of others is placed in jeopardy, the employee should be sent home (not allowed to drive himself/herself) with appropriate sick leave charged. The employee shall be instructed to obtain a fitness for duty statement from his/her physician before returning to work and submit said statement to the Assistant Superintendent of Human Resources. Should an employee be under medical treatment by a licensed physician which involves a controlled substance or medication which would adversely impair his/her fitness for duty, documentation should be on file in the office of the Assistant Superintendent of Human Resources. A telephone call shall be made to that office by the supervisor to substantiate that documentation has been provided. Determination regarding the employee=s fitness for duty shall be made at the time after consultation with the Medical Review Officer.

- (2) An employee who, after the initial administrative conference references his/her lack of fitness for duty and possible symptoms of drug or alcohol use, continues to demonstrate that same behavior without benefit of medical explanation, shall have a special conference called by his/her supervisor in which the behaviors are once again delineated. The employee shall be directed to report to the Jefferson Parish School Board designated agent for a drug of abuse screening panel and/or confirmation. If at all possible, the individual should be accompanied by a representative of the school to the drug testing agency. Under no circumstance is the employee to be allowed to drive his/her self for testing. If results are positive, the employee=s test results shall be reviewed by the Medical Review Officer, a licensed physician responsible for receiving laboratory results generated by Jefferson Parish School Board=s designated testing agent who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual=s positive test results together with his/her medical history and any other relevant biomedical information. If the review so indicates, the employee shall, at that time, be given the opportunity to take advantage of Jefferson Parish Public School System=s sick leave policy in order to resolve his/her substance abuse problems. Failure to pursue this alternative shall result in a recommendation up to and including termination of employment with the Jefferson Parish School Board.
- (3) Unique circumstances that are deemed by the supervisor as endangering the safety or well being of the employee or threatening to the safety of others and other symptoms of alcohol or drug use shall be referred immediately to the Assistant Superintendent, Human Resources, who shall refer said employee to the agency designated by the Jefferson Parish School Board for urinalysis for suspected substance abuse. In such cases, the above subsection a-b procedures shall be suspended.
- (4) Consultation with the Jefferson Parish School Board approved designated agent is mandatory for any medical testing performed by an employee=s private physician as a result of the above procedure.
- (5) Jefferson Parish School Board employees who drive vehicles for Jefferson Parish School Board which require commercial driver=s licenses must refer to the school bus drivers manual.

(6) Additionally, the Superintendent and all Board members shall submit to an annual drug of abuse screening panel and confirmation (when necessary).

h . As required by the Drug Free Work Environment Act, whenever an employee hired through a federal grant is found to have been convicted on any drug-related charges, the Jefferson Parish School Board shall notify the grantor agency in regard to the convictions in the manner prescribed by law.

4. Education

The Jefferson Parish School Board will offer to its employees a drug-free awareness program which will provide employees information and education about the following issues:

- a. the dangers of drug abuse in the workplace.
- b. the Jefferson Parish School Board policy regarding maintaining a drug-free workplace.
- c. any available drug counseling, rehabilitation, and employee assistance program.
- d. any disciplinary action that may be taken against employees for any violation of the Drug Free Work Environment Policy.

Additionally, all employees who are in a supervisory position shall receive in-service on an annual basis on substance abuse and chemical addiction. Such attendance shall be mandatory. Content of the in-service shall be at the discretion of the Jefferson Parish School Board Department of Human with input from appropriate sources, including the Medical Review Officer.

IV - EMPLOYEE BENEFITS

A. HOSPITALIZATION

Bargaining Unit Members - Refer to the *Agreement*

It is always advisable to refer to the Office of Group Benefits Plan Document for more detailed information.

1. CURRENT EMPLOYEES

Group hospitalization and life insurance are available to all permanent full-time Jefferson Parish School Board employees through the Office of Group Benefits. Premiums for insurance programs may be made through employees= payroll deductions. All transactions regarding enrollment, change in coverage or cancellation of coverage must be handled personally by the employee at the Insurance Office located in the Human Resources Department of the Jefferson Parish Public School System.

2. NEW EMPLOYEES

New employees wishing to enroll in any Jefferson Parish Public School System hospitalization plan have thirty days from the date of employment to join.

Life insurance is available and cannot be denied if a new employee elects coverage within thirty days of date of employment. A new employee wishing to secure life insurance coverage after thirty days of employment have passed may be denied at the option of the Prudential Life Insurance Company.

3. CONTINUATION OF COVERAGE

Effective July 1, 1986, the Groups Benefits Program made several major revisions relative to continuation of medical coverage for employees and their dependents. These new optional continuation provisions are required by the Consolidated Omnibus Reconciliation Act of 1985 (COBRA). The new eligibility rules apply to active employees and dependents of active and retired employees who would lose eligibility for medical coverage under certain circumstances.

a. Active Employees

A covered active employee who would lose eligibility for coverage because of voluntary or involuntary termination (except for gross misconduct) or reduction in work hours to part-time status may elect to continue medical coverage for himself and his dependents at his own expense for up to eighteen (18) months from the date coverage would have terminated. It will be the responsibility of the Jefferson Parish Public School System to notify the Group Benefits Program of termination or reduction in hours within thirty (30) days of the date coverage would ordinarily have terminated under the Plan. The program will then notify the employee within fourteen (14) days of his right to continue coverage. Coverage may be continued for up to eighteen (18) months, but will end earlier if he becomes covered as an employee under another group health plan, fails to pay the required premium or becomes eligible for Medicare.

b. Surviving Spouse and Dependents

Upon the death of a covered employee or retiree, the surviving legal spouse and dependents may elect to continue medical coverage at their own expense. For the surviving spouse, coverage may be continued until death or until coverage is available under another group health plan. For surviving never married dependent children, coverage may be continued for up to 36 months beyond the normal termination date for children as set forth in the Plan Document, but will end earlier if the child becomes covered in another group health plan. Either the Jefferson Parish Public School System or surviving spouse must notify the program within 60 days of the death of the employee or retiree; the Program will then notify the spouse within 14 days of his or her right to continue coverage.

c. Divorced Spouse

In the event of divorce from a covered active or retired employee, the divorced spouse may elect to continue medical coverage at his or her own expense for up to 36 months from the date coverage would have terminated. Coverage may end earlier if the spouse becomes covered as an employee under another group health plan or becomes eligible for Medicare. It will be the responsibility of the divorced spouse to notify the Program of the divorce within 30 days from the date coverage would terminate, and the program will notify the spouse of his or her option to continue coverage within 14 days.

d. Dependent Children

A covered employee or retiree may elect to continue coverage on a dependent child at his own expense, if the child no longer meets the definition of an eligible dependent as defined in the Plan Document. Loss of eligibility may result from marriage, attainment of age 21 (or 24, if a full-time student), failure to maintain student status, etc. Coverage may be continued for up to 36 months following the date coverage would have terminated, but will end earlier if the dependent child becomes covered under another group health plan or becomes eligible for Medicare. It will be the responsibility of the covered employee or retiree to notify the Program within 30 days of loss of the dependent's eligibility; the Program will then notify the employee within 14 days of his right to elect continued coverage on that dependent.

e. For All Plan Members

The following provisions apply to all plan members for whom coverage is extended under the Program's new eligibility rules:

- (1) Continuation of coverage is optional on the part of the employee or dependent. Those for whom coverage is extended will be required to pay the full monthly group premium for the applicable class of coverage (single, employee & spouse, employee & child, or family). There will be no contribution made from state or Jefferson Parish Public School System funds.
- (2) All premiums must be remitted to the Office of Group/Benefits Program.
- (3) The program is required by federal law to offer continuation of coverage for certain specified periods of time; however, failure to make timely premium payments shall constitute reason for termination of coverage prior to the required extension provisions.
- (4) After an employee has been notified by the program of his right to continue coverage, he must let the Program know in writing within 30 days if he wishes to elect continuation. He will then have an additional 45 days to pay the applicable premiums, retroactive to the date coverage would otherwise have terminated.
- (5) During the continued coverage, medical benefits will be the same as those normally provided by the Program. Should the

Board of Trustees implement any changes in benefits or premium rates during the period of extension, coverage and cost will be affected accordingly.

- (6) If the employee elects continued coverage, no new dependents may be added during the period of continuation. The only exception will be a newborn child of a covered employee or spouse, conceived prior to the beginning of the extension period.
- (7) The continuation option applies only to medical benefits; there are no extension provisions for employee or dependent life insurance other than those described in the Plan Document.
- (8) If a covered person is enrolled in the Group Benefits Program and is subject to the 12-month limitation for a pre-existing condition, this limitation will continue in effect under any continuation option until the expiration of the 12-month period.
- (9) If an employee is enrolled in an HMO, he will be given the same continuation options as those plan members covered by the Group Benefits Program. Additionally, if he has elected to continue coverage, he will retain his right to change his Program/HMO enrollment during the regular annual re-enrollment period (April).

4. **EMPLOYEE DEDUCTIONS**

The Employee Benefits Unit of the Human Resources Department shall authorize payroll deduction for any employee whose insurance coverage is canceled for non-payment of premiums. Such deductions shall be in equal installments for a period of no longer than six months. Prior to such deductions being made, the employee shall first be given appropriate notice and the opportunity to pay the entire amount owed should he/she prefer to do so.

B. **LEAVE TO ATTEND SCHOOL-RELATED MEETINGS**

1. **School Based Employees:**

Principals requesting permission to be absent from duties for school related activities other than official meetings called by central office/ regional administrators must make such request to the appropriate assistant superintendent. The assistant superintendent may approve or disapprove such request. All such requests shall be made by completing the Leave Request Form. If approved, such leave shall be without loss of

pay, and no charge will be made to the employee=s sick or emergency leave account. Proper documentation must accompany all reimbursement requests.

School based administrators other than principals requesting permission to be absent from duties for school related activities other than official meetings called by central office administrators, must make such requests to the school principal. All such requests shall be made by completing the Leave Request Form. If approved, such leave shall be without loss of pay and no charge will be made to the employee=s sick or emergency leave account. Proper documentation must accompany all reimbursement requests. Central office/regional administrators who request school based employees to attend meetings or activities other than official school system meetings or activities shall notify the employee=s immediate supervisor as to the request and the method of reimbursement for travel.

2. Non School-Based Administrators

Nonschool based administrators who wish to attend official school related meetings shall make such requests to the appropriate assistant superintendent or appropriate department head who will approve or disapprove the request. All such requests shall be made by completing the Leave Request form. If approved, such leaves shall be without loss of pay, and no charge will be made to the employee=s sick or emergency leave account.

Administrative department heads or assistant superintendents may approve that employees officially excused for meetings and business directly connected with the operation of the school system be reimbursed by the school system for expenses incurred on such leaves. All requests for reimbursements for out-of-town travel are subject to funds being available, as approved by the budget officer prior to expenses being incurred. Employees who receive expense authorization are required to submit a detailed report of expenses, including appropriate receipts, to the regional assistant superintendent or administrative department head for approval. Approved expense reports must be forwarded to the Accounting Department for processing. (Refer to Travel Regulations for details.)

C. PROFESSIONAL LEAVE

Bargaining Unit Members - Refer to the *Agreement*

D. **PERSONAL ILLNESS/EMERGENCY LEAVE**

Bargaining Unit Members - Refer to *Agreement*

Emergency is defined as a sudden or unexpected occurrence or condition calling for immediate action.

1. 9-10 Month Employees

Regular employees hired for nine (9) and ten (10) months shall be credited on the date of reporting for duty with ten (10) days to use for personal illness and/or emergency.

Regular employees initially hired for less than a school session shall be credited on the date of reporting for duty with one (1) work day to be used for personal illness and/or emergency, and thereafter one (1) work day per month remaining in the balance of that school session to be used for sickness and/or emergency.

All nine (9) and ten (10) month employees, upon the completion of their first full or partial school session, who continue their employment, shall be credited with an additional ten (10) work days to be used for personal illness and/or emergency and shall accrue to their sick leave any unused days, without limit, from the previous session.

2. 11-12 Month Employees

Regular employees who work eleven (11) and twelve (12) months shall be credited on the day of reporting for duty with eleven (11) or twelve (12) days respectively to be used for personal illness and/or emergency.

Regular employees initially hired after the beginning of a fiscal year shall be credited on the date of reporting for duty with one (1) work day to be used for personal illness and/or emergency, and thereafter one (1) work day per month for each month remaining in the fiscal year ending June 30.

All eleven (11) and twelve (12) month employees, upon completion of their first full or partial fiscal year of employment, who continue their employment, shall be credited with an additional eleven (11) or twelve (12) work days respectively to be used for personal illness and/or emergency and shall accrue to their sick leave any unused days, without limit, from the previous fiscal year.

Upon an employee=s discharge, resignation, death or retirement, the employee or his estate, where applicable, shall be compensated for up to twenty-five (25) days of unused sick and/or emergency leave. In the event an employee returns to employment in the Jefferson Parish Public School System, he shall be credited with that portion of sick and/or emergency leave that had not been reimbursed upon termination from the school system.

E. **PERSONAL LEAVE**

All employees shall be allowed a maximum of two (2) days personal leave per school year for personal reasons. Only employees who have unused sick/emergency leave are eligible for personal leave. Such personal leave shall be charged to and deducted from the unused sick/emergency leave already earned and accumulated under the provisions of the Louisiana Revised Statutes. Personal leave shall not be accumulated from year to year. Persons using such personal leave must notify his/her immediate supervisor 24 hours in advance.

F. **EXTENDED SICK LEAVE**

Bargaining unit members - *Refer to the Agreement*

If an employee has exhausted all accrued sick and/or emergency leave and is still unable to return to work by reason of the employee=s own sickness or disability, upon written application and submission of a statement from the attending licensed physician, the employee shall be granted additional sick leave not to exceed twenty (20) days or the balance of the school/fiscal year, whichever shall be the lesser. The extended sick leave shall be at 65% regular pay for all personnel whose positions require a teacher=s certificate or ancillary certificate and school bus drivers; and, 50% of daily pay for other employees. An employee is entitled to only one extended sick leave per school session/fiscal year.

Requests for extended sick leave shall be made by completing the appropriate form and by having the employee=s physician complete the necessary certification pursuant to the provisions of the policy covering leave under the Family and Medical Leave Act. Requests to return from extended sick leave shall also be made by completing the appropriate form.

G. **ADDITIONAL EXTENDED SICK LEAVE FOLLOWING TWENTY DAYS OF EXTENDED SICK LEAVE**

When an employee has no regular sick leave remaining, the employee will be allowed to take up to ninety days of additional extended sick leave in each six year period of employment. This sick leave may be used for personal illness or illness of an immediate family member in the manner provided below.

Each employee shall be paid sixty-five percent of his/her salary while on additional extended sick leave. Every instance of illness which is not substantiated with a physician's statement will result in a dock of 100% of the employee's daily rate of pay.

Unused days during any six-year period of employment shall not accumulate or carry forward into the next six year period of employment.

All time spent on additional extended sick leave is regular service time for all purposes for which service time is calculated or used. The employee shall continue to be eligible for health insurance benefits as if actively at work and shall self-pay his or her share if salary is insufficient to cover the deduction. The employee shall be eligible for participation in the appropriate retirement system of Louisiana based on monies earned and in accordance with the rules and regulations of the retirement system of Louisiana. All leave taken under this provision will be charged against the employee's entitlement under the Family Medical Leave Act.

H. **SICK LEAVE DONATION POLICY**

1. The Sick Leave Donation Policy provides for Board employees to donate, with Board approval, additional sick leave days to another employee=s sick leave account when said account has been exhausted as a result of emergency situations which include catastrophic illness, injury and acts of mercy to the employee or the employee=s immediate family which shall include spouse, children, parents, brothers, sisters (including half-sisters and half brothers), grandparents, grandchildren and great-grandparents.
2. Request for donation will be sent to the Human Resources Department for subsequent consideration by the JFT Health & Welfare Board of Trustees. Approval may not be granted for routine or short-term illness. An exhausted sick leave balance is not sufficient justification for approval of sick leave donation.
3. Request for donation shall be accompanied by a physician=s statement, which includes a diagnosis and a prognosis for the employee who requests assistance under the policy.
4. For the purpose of eligibility to donate sick leave, the employee must have accrued sick leave in his/her sick leave account.
5. For acts of mercy by an employee, appropriate documentation must be provided for approval.
6. All requests for donation must be approved prior to the donation=s taking place.

7. Donated sick leave days shall be available for use by the recipient only during the school year in which the days were donated.

I. **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Bargaining Unit Members - Refer to the *Agreement*

The following policy is to implement the provisions of the FAMILY AND MEDICAL LEAVE ACT, which will be referred to throughout the policy as FMLA.

1. **Purposes for which Leave may be Taken**

Jefferson Parish School Board employees who have been employed for at least twelve months and have worked at least 1250 hours during the previous 12 month period shall be allowed to take leave for the following reasons:

- a. For the birth and care of a child and for the placement of a child through adoption or through a State foster care program;
- b. For the care of the following persons if they have a serious health condition of more than three (3) days:
 - (1) an employee=s spouse,
 - (2) a child under eighteen years of age,
 - (3) a child over eighteen years of age who is incapable of self-care,
 - (4) a parent, or a person who has stood in as a parent for the employee when the employee was a child;
- c. For the care and/or treatment of his or her own serious health condition of more than three days if the condition causes the employee to be unable to perform the functions of his job.

All such leave will be subject to the requirements below:

- (1) If both husband and wife are employed by the Jefferson Parish School Board and both request leave for the birth or placement of a child or to care for a family member with a serious health condition, they may only take an aggregate of twelve (12) weeks, that is, both may be off at the same time a maximum of six (6) weeks.
- (2) If either uses his or her six (6) weeks with the co-employee spouse and later needs additional time off, for example, for her husband's own serious health condition, then she may take another period of leave up to six (6) weeks under this section.

2. Length of Leave

Under this provision an eligible employee may take up to twelve (12) weeks of leave per fiscal year.

All leave under this section should be taken continuously unless intermittent leave or a reduced leave schedule is necessary because of the nature of foreseeable medical treatment such as, therapy treatments, chemotherapy, etc. In cases of foreseeable medical treatment the employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Jefferson Parish School Board, subject to the approval of the medical care provider. If a teacher, including coaches, driver education instructors, or other instructional personnel (check with the Human Resources Department to see if you are instructional personnel), desire to take intermittent leave or have a reduced schedule, and such leave would be for more than 20% of the work week, the School Board may require the employee to choose either to:

leave

- a. take leave for periods of a particular duration, not to exceed the length of the medical treatment, or
- b. transfer temporarily to an available alternative position offered by the employer for which the employee is qualified, and that:
 - (1) has equivalent pay and benefits; and,
 - (2) better accommodates recurring periods of leave than the regular employment position of the employee.

NOTE: If the employee fails to give timely notice of intent to take leave under this section, the School Board will retain the option to choose.

Human Resources, may require that the employee move to another position equivalent pay and benefits that better accommodates recurring periods of leave than the regular employment position of the employee.

Intermittent leave or reduced leave schedule is not available for leave for the birth or placement of a child.

Under some circumstances, Ainstructional employees@ may be required to take leave through the end of the semester, even though it is a longer period of time when requested or permitted under this section. Employees subject to this provision will be notified if this applies to them when they apply for leave.

If an employee desires to continue on unpaid leave, he/she may do so under the provisions of the sections entitled SPECIAL LEAVE WITHOUT PAY FOLLOWING EXHAUSTION OF ALL LEAVE TIME OR SPECIAL LEAVE WITHOUT PAY.

3. Application of Paid Leave

For the birth or placement of a child, or for leave to care for a family member, all accrued paid leave, including vacation leave and personal leave, but excluding sick leave, must be used for FMLA leave. The employee may substitute an accrued sick leave if he or she chooses to do so. If the leave is for the employee=s own illness, the employee must also use any accrued paid sick leave, including all other accrued paid leave, for the leave requested under this provision. If the employee has not accrued paid leave, all leave under this section will be unpaid leave.

4. Notice

All employees requesting leave under this section will notify the Human Resources Department of their intention to do so at least thirty (30) days prior to the date they desire the leave to begin. If such notice is impossible because of unexpected circumstances related to the reason for the leave, then notice will be made to the employer as soon as possible upon the employee=s realization of the need for the leave.

Failure to provide notice as required herein will result in the denial of FMLA leave until at least thirty (30) days after the date the employee provides notice to the employer of the need for FMLA leave.

5. Certification of the Need for Leave

When an employee applies for unpaid leave to care for a family member or for the employee=s own illness, he/she must provide certification from the family member=s or the employee=s health care provider, within 15 days after the request is made. Forms for the certification will be provided by the Human Resources Department when the leave is requested. When the leave is to care for a family member, the certification must state that the employee is needed to do so, person and an estimate of the time that the employee is needed to

If the leave is for the employee=s own illness, the certification must state that the employee is (or will be) unable to perform the essential functions of the job due to the illness.

If for any reason the Human Resources Department doubts the validity of the certification, the Human Resources may require a second certification from another physician selected by the Human Resources Department. If the second certification is contrary to the employee=s certification, then a third certification may be obtained from a physician selected by the employee and the Human Resources Department. Both must act in good faith to select a physician. The third certification will be binding.

6. Continuing Certification

An employee may be required to recertify the need for leave through the employee=s or the family member=s care provider upon request of the Personnel Department. If the employee wants to extend the leave originally requested, a recertification will be required. If the employee is unable to return to work because of the continuation, recurrence, or onset of a serious health condition, and the School Board has paid its share of premiums for the employee=s health insurance, certification of the condition may be required by the Human Resources Department. For leave of 60 days or more, the employee must notify the Human Resources Department that he or she intends to return to work at least thirty (30) days prior to the scheduled date of termination of the leave.

7. Payment of Benefits

If the employee is covered under the group hospitalization plan for the Jefferson Parish School Board, the Jefferson Parish School Board will continue making its contribution on behalf of the employee during the FMLA qualifying leave. The employee must continue to make his/her contribution directly to the School Board for his/her share of the monthly premium for group hospitalization coverage. If the employee fails to pay his/her share, the employer may, after a thirty (30) day grace period, discontinue health care coverage on the employee. If the employee gives unequivocal notice of intent not to return to work, the obligation to maintain health benefits ceases. The School Board will not pay any share of group hospitalization benefits for any additional unpaid leave beyond that allowed under this section.

share of entitles the beyond the of the the in writing that from performing employee is still expired

If the employee does not return to the job, the employee will be required to repay the Jefferson Parish School Board all sums it has paid as the School Board's share of the employee's group health insurance, unless the failure to return is because of the recurrence, continuation, or onset of a serious health condition that entitles the employee to take leave under this section, or for other circumstances beyond the control of the employee. If the employee does not return because of the recurrence, continuation, or onset of a serious health condition then the employee's or family member's health care provider must certify in writing that the employee's serious health condition prevents the employee from performing the functions of the job when the leave expired, or that the employee is still needed to care for the family member on the date the leave expired due to the serious health condition.

8. Restoration to Position

Upon the employee's return to employment, the employee will be returned to an equivalent position according to the policies for return from leave contained in this policy manual.

If the employee is returning from FMLA qualifying leave for treatment of his/her own illness, he or she must provide a certification that he or she is fit to return to duty. Failure to do so may result in the refusal of the School Board to allow the employee to return until the certification is provided.

If the employee notifies the School Board that he unequivocally intends not to return to work, then the obligation to restore him/her to an equivalent position ceases and the employee will be deemed to have resigned or otherwise terminated employment with the school system.

J. **SPECIAL LEAVE WITHOUT PAY**

Bargaining Unit Members - Refer to the *Agreement*

1. **Request**

Employees= requests for special leave without pay will be considered on an individual basis. All such leave for the purpose of caring for a family member and for birth or placement of a child shall be subject to the regulations contained in the procedures for leave under the Family and Medical Leave Act. All such requests shall be submitted in writing to the Assistant Superintendent of Human Resources with a copy to the principal or administrative department head, at least thirty (30) days prior to the date the leave is desired. This request should be made by completing the appropriate form.

2. **Approval**

- a. The Assistant Superintendent of Human Resources, or designee, after consultation with the principal or administrative department head, will review the special leave request and forward a written recommendation to the Superintendent. If approved by the Superintendent, the request is forwarded to the Jefferson Parish School Board for appropriate action. Employees will be recommended for a special leave once in each school session or fiscal year.
- b. Special leave without pay is not granted to an employee for the purpose of obtaining employment in an educational system in the Greater New Orleans area except under extenuating circumstances approved by the Assistant Superintendent of Human Resources. Employees who have not been authorized to be employed outside the school system who are found to be employed in another education system in the Greater New Orleans area will be given the opportunity to resign from the school system. If a resignation is not received within ten (10) work days, the employee will be terminated from employment with the Jefferson Parish Public School System.

3. **Renewal**

Request for renewal of a special leave without pay for one (1) additional school session or fiscal year may be made by the employee. A recommendation to grant the additional special leave without pay may be made to the superintendent and the Board for worthy reasons and if the absence of the employee for a second year will not adversely affect the operation of the school or department. Such request should be made on the same form as that of the first request.

4. Reinstatement

The Board is obligated only to reassign a returning employee who is granted such special leave of absence without pay to a position in which the person is certified, or to an equivalent position. The Board is not obligated to return the employee to the employee=s former assignment. Requests to return from special leave without pay must be made by completing the appropriate form prior to returning to work.

5. Duration

Special leave without pay will begin on the first working day immediately following the last day worked, or the first working day immediately following the last day of twenty (20) day extended sick leave and will continue for the rest of the current semester, school year or fiscal year.

The return of all employees from special leave without pay must coincide with the beginning of a semester, school year or fiscal year. The employee may request an early return from special leave without pay by applying in writing to the Human Resources Department stating the reason for the request. If the Assistant Superintendent of Human Resources or designee determines the request to be in the best interest of the school system, the employee shall be returned to a work location to be determined by the Human Resources Department.

6. Interruption of Time Toward Sabbatical Leave

Employees who may become eligible for sabbatical leaves will interrupt continuous service by taking a special leave without pay except as outlined in the Agreement between the JFT and the JPSB.

7. Granting Special Leave Without Pay to Work for an Employee Organization

Bargaining Unit Members - Refer to the *Agreement*

Employees other than teachers who request a special leave without pay shall, upon proper application, be granted a special leave of absence without pay for the purpose of accepting a position with an employee organization under the following terms and conditions. If approved, all such employees shall be entitled to have the leave extended from year to year. After three (3) years of such leave, the Board may authorize an extension of leave for one (1) year at a time as requested by the employee and the president of the employee organization. No credit shall be given towards annual salary increments or seniority during the time of the leave without pay. The discretionary action of the Board in extending any

leave of absence without pay pursuant to this policy shall be non-precedential with respect to such employee and all other employees. An employee granted a leave of absence without pay under this policy, who is thereafter returned to full time service as an employee of the Board, shall be returned to a position similar to the one he/she held prior to the leave. An employee granted leave hereunder, who is thereafter returned to full time service with the Board for at least one year, shall again be eligible for leave under this policy.

In order to be eligible for a special leave without pay pursuant to this policy, the employee granted this special leave without pay must then be employed for an organization with a minimum of three hundred fifty (350) employees who are dues paying members.

K. **ABSENCES DUE TO ACCIDENT OR INJURY ON DUTY**
(Workers' Compensation)

An employee who incurs an injury while on duty shall report the injury immediately to the immediate supervisor, who shall prepare the standard *Employee=s First Report of Injury Form*.

The report is to be completed and sent by the school or department within twenty-four (24) hours of the date notification by the injured employee or the next work day following the injury, to the Human Resources Department, Attn: Workers' Compensation.

The claim, when received, will be reviewed in accordance with the Louisiana Workers' Compensation Law. Checks payable to the doctor(s), hospital, or the employee, depending upon the claim, for authorized services rendered will be issued by the Claim Department.

Employees must contact the Human Resources Department for information concerning the use of sick leave and/or vacation while on Workers' Compensation leave. The appropriate sick leave option form must be completed by the injured employee who is missing work or benefits may be delayed. All leave taken under this paragraph will be credited against the employee=s leave entitlement under the Family and Medical Leave Act.

L. **JURY DUTY (Federal/State/Parish)**

Bargaining Unit Employees - Refer to the *Agreement*

Employees selected for jury services shall notify their principal or immediate supervisor immediately upon receiving proper notification from the court and should provide a copy of such notification to the immediate supervisor. Such employee shall receive his/her regular rate of compensation, without loss of leave time.

Employees are obligated to report to their official work site daily upon being released from jury service, whenever the employee=s routine work hours are still in progress. In such cases, the employee must contact the immediate supervisor immediately upon being released from service. Supervisors will be expected to allow the employee ample travel time and lunch time (if appropriate) before returning to the work site.

All absences resulting from jury duty (panel selection and/or service) must be reported in writing by the employee by attaching a copy of the official certificate of Juror=s Attendance, signed and dated, to the timekeeping form.

M. **COURT SUBPOENA**

An employee who shall be subpoenaed as a witness in a judicial proceeding in which he or his immediate family will receive no financial gain as a result thereof, or is not a party to such proceeding, shall suffer no loss of pay or benefits. (For the purpose of this section immediate family shall include only the employee=s mother, father, sister, brother, children or spouse.) The employee shall notify his principal/administrative department head of the service of such subpoena as promptly as possible and shall advise of the details of such proceeding in sufficient detail to permit a determination of the applicability of this section. Upon request of the principal/administrative department head, the employee shall also furnish a copy of his subpoena.

N. **DUTY AT THE POLLS**

Any employee who wishes to be absent from duties in order to accept a request to serve as an official at the polls during an authorized local, state, or national election shall make such request through the principal or immediate supervisor to the Assistant Superintendent of Human Resources. In this request the employee shall state the exact period of absence required and explain the exact function to be performed at the polls. The Assistant Superintendent of Human Resources shall review and acknowledge the request indicating approval or disapproval. If approved, such absence shall be without pay. All requests of this type should be submitted sufficiently in advance of the required date of absence to enable the administrator to give the request due consideration and to respond with a reasonable amount of time.

O. **MARRIAGE**

Absence of employee due to marriage for up to a maximum of three (3) consecutive calendar days including day of marriage, shall be charged to the employee=s current sick leave and emergency leave account. Requests for absence for the purpose of marriage beyond the three (3) authorized days shall be submitted to the Assistant Superintendent of Human Resources and, if approved, shall be without pay.

P. **PERSONAL TRAUMA LEAVE**

Bargaining Unit Members - Refer to the *Agreement*

1. Upon written notice submitted by an employee to the Assistant Superintendent of Human Resources or designee, a leave of absence without loss of pay of up to three (3) school days shall be granted in the event of a death in the immediate family of such employee or his spouse. If the funeral shall be in a location more than two hundred (200) miles from New Orleans, and such shall be verified, the employee shall be granted one (1) additional school day of leave. Personal trauma leave shall be taken within ten (10) calendar days of the death (except under extraordinary circumstances which shall be fully detailed).
2. Immediate family shall include the employee's spouse, children (including stepchildren), step parents, grandparents, grandchildren, brothers, sisters (including half-sisters and half-brothers), brothers-in-law, sisters-in-law, great grandparents, daughters-in-law and sons-in-law. Also included are any individuals over which the employee has legal guardianship. The immediate family of the employee's spouse includes children (including step-children), brothers, sisters, (including half-brothers and half-sisters), brothers-in-law, sisters-in-law, parents, step-parents, grandparents, grandchildren, great grandparents, daughters-in-law and sons-in-law.
3. The leave of absence authorized by policy shall be in addition to any leave provided by the school system or otherwise, and shall not be subtracted from them. The leave authorized by this policy shall be non-cumulative.
4. Verification of death and relationship shall be provided.
5. Upon the death of an active employee, one (1) non-bargaining employee from the deceased's school/department may attend the funeral (if the funeral is within the metropolitan area) as a representative of the school/department.

Q. **ALTERNATIVE MATERNITY/ADOPTIVE/CHILD REARING LEAVE OF ABSENCE WITHOUT PAY**

Bargaining Unit Members - Refer to the *Agreement*

1. This section shall not be construed as requiring any employee to apply for an alternative maternity/adoptive/child rearing leave of absence without pay.
2. This section shall not be applicable if the adoptive child is six (6) or more years of age at the time the child is received.

3. An employee who has completed one (1) year of continuous service shall be eligible for alternative maternity/adoptive/child rearing leave without pay subject to the following conditions:

The employee shall advise the Assistant Superintendent of Human Resources or designee through the principal of the school or the administrator of a department to which she is assigned of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement from her physician indicating the expected date of delivery. Application for such leave shall be made in writing to the Assistant Superintendent of Human Resources or designee at least ninety (90) calendar days prior to the anticipated birth of the child. Such application may be rescinded at any time prior to the appointment by the Board of a replacement by giving notice thereof in writing to the Assistant Superintendent of Human Resources or designee.

4. Policy

- a. The leave shall commence upon the date agreed upon by the Assistant Superintendent of Human Resources or designee, or the date determined by the employee=s physician, or the actual date of delivery, whichever occur first shall
 - b. The granting of such leave shall take into consideration to the maximum possible degree, maintenance of continuity of instruction and medical factors affecting the employee and the pertinent time factors related thereto.
 - c. The leave shall not exceed the balance of the school year or fiscal year in which it commences and one (1) additional school year/fiscal year.
 - d. Every effort shall be made to have such leave terminated immediately prior to a new school/fiscal year or semester.
 - e. The Assistant Superintendent of Human Resources or designee may, in his discretion, waive any of the provisions of sections (1) and (2) above. Such waiver shall not be precedential in any respect.
5. Leave taken under this paragraph will be credited against the employee=s FMLA leave entitlement. Leave for the birth or adoption of a child, or for the placement of a foster child through a State agency, may also be taken under the provision of the FMLA contained herein.

R. MILITARY LEAVE

Bargaining Unit Members - Refer to the *Agreement*

1. Any regular employee serving in the Armed Forces of the United States or any regular employee, as a member of a reserve component of the Armed Forces of the United States entering upon active duty (other than for the purpose of determining physical fitness or training), shall be placed on military leave of absence without pay, after having notified the Assistant Superintendent of Human Resources by completing the proper form requesting such leave and attaching a copy of his military duty notice.
2. Such leave of absence shall commence at the time of induction, enlistment or entering upon active duty and shall remain in effect for a period of service not to exceed five (5) years, provided that the service after four (4) years is at the request and for the convenience of the Federal government (plus any period of additional service imposed pursuant to law).
3. Any regular employee who satisfactorily completes military service within a period allowed shall be returned to the person=s former position or to a comparable position, provided the employee requests such return within ninety (90) days after being relieved from service or from hospitalization continuing after discharge for a period of not more than one (1) year. The employee must submit a medical certificate attesting to the ability to resume the former position. This certificate must be approved by the Assistant Superintendent of Human Resources.
4. If such employee is found not qualified medically to perform the duties of the person=s former position by reason of disability sustained during military service, but is qualified to perform the duties of any other position in the school system, the employee shall be restored to such other position the duties of which the employee is qualified to perform which will provide the seniority, status, and pay, or the nearest approximation thereof, consistent with the circumstances of the case.
5. An employee=s placement on military leave of absence shall not affect tenure rights, or normal advancement on the payroll schedule, which may have been acquired prior to induction, enlistment, or entering upon active duty or what would have been earned had the person remained in the employ of the Board.
6. The Board shall maintain insurance coverage(s) for an employee on military leave on the same terms as if the employee were in active service, provided the employee elects continued coverage.

An employee returning from military leave shall have the right to resume all

insurance coverages held prior to such leave.

7. Any employee granted military leave of absence is requested to inform the Assistant Superintendent of Human Resources at least once a year as to duty station and at least thirty (30) days prior to the person=s release from service.
8. An employee who, as a member of the Armed Forces, is ordered to duty with troops or to field exercises, or for instruction during the regular work year, shall be granted leave of absence up to fifteen (15) working days for this purpose without loss of pay. An employee who has an option in deciding the period of active duty for training should select a period in the summer months.
9. Any employee who is ordered to duty as specified in the last preceding section, shall within three (3) days of receipt of orders notify the Assistant Superintendent of Human Resources, with a copy to the department head, in writing, stating the exact period of duty and attaching thereto a copy of official orders showing reporting and release dates.
10. Requests to return from military leave should be made by completing the proper form.

S. **SABBATICAL LEAVE**

Bargaining Unit Members - Refer to the *Agreement*

NOTE: Eligible employees hereunder are those defined in *La. R.S. 17:1170* as teachers, other than those in the bargaining unit.

1. Eligible employees who have completed twelve (12) or more consecutive semesters in the Jefferson Parish Public School System may apply for a sabbatical leave of absence of two (2) semesters duration immediately following such period of service.
2. Eligible employees who have completed six (6) or more consecutive semesters in the Jefferson Parish Public School System may apply for a sabbatical leave of absence of one (1) semester duration immediately following such period of service.
3. Sabbatical leave granted to eligible employees who work more than 183 days and did not have twelve or more consecutive semesters of active service in the Jefferson Parish Public School System accumulated toward sabbatical leave as of July 15, 1992 shall be restricted and limited to two semesters, not to exceed 183 consecutive school calendar days. Those employees having twelve or more consecutive semesters of active service in Jefferson Parish accumulated toward

sabbatical leave as of July 15, 1992 shall maintain eligibility for a sabbatical leave of more than 183 days until such leave is requested, approved and taken. The length of the leave shall be consistent with the employee=s work year.

4. Active service accumulated toward sabbatical leave as provided in numbers 1. and 2. above shall not be deemed to be interrupted by any of the following:
 - a. Absence on sick leave or extended sick leave, as provided in Section IV.I. of this policy manual.
 - b. Absence on special leave without pay due to medical reasons as provided in Section IV.J. of this policy manual, 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.
5. A sabbatical leave will not be granted for pregnancy.
6. Employees who are granted sabbatical leave shall receive and be paid compensation at the rate of sixty-five (65) percent of their salary at the time the leave begins.
7. Procedures for Application
 - a. Applications must be submitted on the form ARequest for Sabbatical Leave@ and sent to the Superintendent, Assistant Superintendent of Human Resources, or designee by certified mail, return receipt requested.
 - b. Applications shall be submitted at least sixty (60) days preceding the beginning of the semester of the school year for which leave is requested. When an employee has become sick during a semester and requests medical leave for the purpose of recuperating from such sickness, it shall be sufficient if the application is mailed thirty (30) days before the date upon which the requested leave is to commence.
 - c. All applicants for medical leave sabbaticals will submit a statement from a licensed physician specializing in the area of the teacher=s problem, e.g., emotional problems and problems related to mental stress would require a psychiatrist=s statement, certifying that the leave is medically necessary.
 - (1) If the School Board, upon review of the application, questions the validity of accuracy of the certification, the School Board may require the applicant, as a condition for continued consideration of

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

- (2) If the physician selected by the School Board disagrees with the certification of the physician selected by the applicant, then the School Board may require the applicant, as a condition for continued consideration of the application, to be examined by a third appropriately licensed 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 will be paid by the School Board. The opinion of the third physician shall be determinative of the issue.
 - d. The opinion of all physicians consulted as provided in this paragraph shall be submitted to the School Board in the form of a sworn statement on the Sabbatical Medical Leave Physician Statement.
 - e. All information contained in any statement from a physician will be confidential.
 - f. Applicants shall be notified if the sabbatical leave has been granted or denied by the Assistant Superintendent of Human Resources within sixty (60) days after the final date for filing the application. When the leave is for medical reasons, the notification shall be within thirty (30) days after date of filing. If the application is rejected, the reasons shall be specified.
8. The obligation of the employee on sabbatical leave to return to employment with the School Board shall be in accordance with the prevailing state law.
 9. Manner In Which Leave May Be Spent
 - a. Medical Leave

Every person on sabbatical leave for medical reasons shall spend such leave in a manner designed to attain that purpose.
 - b. Professional or Cultural Improvement
 1. 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 nine undergraduate credit hours, six graduate hours, or be certified a full-time student at an institution of higher learning accredited by the board of education of the state or territory in which the institution is located.

2. If less than fifteen weeks is so spent, the number of weeks less than fifteen not so spent shall be spent pursuing a program of independent study, research, authorship, or investigation which involves an approximately equivalent amount of work and which is approved by the employing school board; or engaging in travel which is so planned as to be of definite educational value and which is approved by the employing school board.

c. Employment While on Leave

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

NOTICE: Violations of the provisions of this section will result in the medical leave being rescinded.

10. Penalties

If the Superintendent determines that an employee on sabbatical leave of absence is not fulfilling the purpose for which the leave was granted, the fact shall be reported to the School Board and the School Board may terminate the leave of absence as of the day of its abuse, after giving the employee an opportunity to be

heard. An employee willfully violating sabbatical leave provisions shall be subject to disciplinary action.

11. Applicant=s Obligation

- a. Employees on sabbatical leave shall submit to the Superintendent, Assistant Superintendent of Human Resources within thirty (30) days after the start of the semester of such leave, a written report of approximately one hundred (100) words, of the manner in which such leave will be spent, and within thirty (30) days after the end of such leave, a written report of approximately two hundred fifty (250) words of the manner in which such leave has been spent.
- b. When attending an institution of higher learning, the employee shall also indicate in the initial report, the name of the institution and the number of credits planned to be taken. The final report shall be accompanied by official evidence/transcript that the number of credit hours required herein have been taken at the institution specified.

Upon receipt of the request for reinstatement the employee will be returned to service in accordance with LRS:17:1182 and LRS:17:1183.

12. Return To Service From Sabbatical Leave

- a. It shall be the employee=s obligation to notify in writing to the Assistant Superintendent of Human Resources not less than thirty (30) days prior to the beginning of the semester in which the employee expects to return to his position. Such requests shall be made on the appropriate form.
- b. Under the provision of LRS17:1187(B), the following criteria have been established by the Jefferson Parish School Board for granting a waiver of return from sabbatical leave. An employee may be granted a waiver of return from sabbatical leave for the following reasons:
 - (1) Disability confirmed by two physicians who must stipulate that the employee is disabled and cannot return to teaching. If the medical condition is mental rather than physical, one doctor must be a psychiatrist.
 - (2) A move to an area outside of Greater New Orleans metropolitan area because of transfer of spouse or a move necessitated by health, family need, etc. Each case must be verified as requested by the Human Resources Department and a waiver will be recommended or denied based on review of reason for move and verification

provided.

The Jefferson Parish School Board reserves the right to grant waiver requests when return from sabbatical leave by an employee would cause financial hardship for the school system under the provision of R.S.17:1176.

T. **RETIREMENT SYSTEMS**

Employees of the Jefferson Parish Public School System participate in either the Teachers Retirement System of Louisiana (TRSL) or the Louisiana School Employees Retirement System (LSERS).

The purpose of the retirement systems is to provide retirement allowances for eligible members in accordance with the plan that the member designates at the time of application for retirement benefits.

Additional information on the following: service credit, refund or contributions, Deferred Retirement, Option Plan, member benefits (retirement options) may be obtained by writing to or telephoning the retirement technician for Jefferson Parish Public Schools.

U. **VACATION LEAVE**

Employees of the Jefferson Parish School Board who are entitled to accrue vacation days are governed by this policy. Vacation days accrued in one (1) fiscal year (July 1 B June 30) are to be used by the end of the fiscal year in which they were accrued, unless the administration/department head determines that the work assignment of the employee requesting the vacation days is such that the employee should not take all vacation days earned during a particular fiscal year. (Unused accrued vacation days accumulated prior to October 1, 1991, shall be paid to employees upon separation from employment with the Board at the daily rate of pay of the employee as of October 1, 1991.) The department head shall request in writing to the Superintendent that these employees be allowed to accrue a specified number of vacation days for a designated fiscal year, and the daily rate of pay assigned to each day shall be specified.

Employees accruing vacation days with approval of the Superintendent will be paid for all accrued vacation days upon termination from the Jefferson Parish Public School System. Rate of pay shall be calculated in accordance with the following provisions.

1. The daily rate of pay for all accumulated vacation shall be fixed as of October 1, 1991. Vacation days accrued after October 1, 1991 and accumulated in accordance with the vacation leave policy shall be fixed at a daily rate of pay equal to the employee=s daily rate of pay at the time of accrual.
2. All reductions of accrued vacation leave shall be made at the highest rate of pay

assigned to accrued vacation days. (For example, if an employee has 40 days at \$50 per day 10 days at \$60 per day, the first 10 days of vacation charged against the accumulated 50 days shall be reckoned at \$60 per day.)

3. Department heads will annually review the accrued vacation days of all employees under their supervision. Efforts must be made to prevent any employee from retaining more than forty (40) accrued vacation days.
4. Employees must request in writing the use of vacation days from their immediate supervisors. Supervisors will forward written approval or disapproval to the employee.
5. In the event a four-day work week is adopted by the Board at any time during the fiscal year, vacation leave shall be charged at the rate of 1.25 days for each full work day or .625 days for each half work day missed. If the vacation time is being used for the birth or placement of a child or due to the employee=s or a family member=s serious health condition, the employee must state that reason on the request for vacation.
6. Employees with a work year of less than twelve (12) months do not accrue vacation leave.
7. Eligible employees of the Jefferson Parish School Board on a twelve (12) month basis shall accrue vacation time as follows:
 - a. .833 of a day per month with less than five (5) years employment in the Jefferson Parish Public School System (10 working days per year).
 - b. 1.25 days per month beginning with the fifth (5th) year and continuing through the ninth (9th) year of employment in the Jefferson Parish Public School System (15 working days per year).
 - c. 1.50 days per month beginning with ten (10) years and continuing through fourteen (14) years of employment in the Jefferson Parish Public School System (18 working days per year).
 - d. 1.75 days per month beginning with fifteen (15) years and continuing through nineteen (19) years of employment in the Jefferson Parish Public School System (21 working days per year).
 - e. 2.00 days per month beginning with twenty (20) years of employment in the Jefferson Parish Public School System (24 working days per year).

V. **SALARIES**

1. The Jefferson Parish School Board has placed the responsibility for the administration of various salary schedules upon the Superintendent of schools, who has delegated this responsibility to the Assistant Superintendent of Human Resources.
2. The Teacher Salary Schedule is located in the Agreement between the Jefferson Federation of Teachers and the Jefferson Parish School Board.
3. Salary Progression: All eleven (11) and twelve (12) month employees of the Jefferson Parish School Board hired prior to March 1 of a fiscal year progress automatically to the next step on July 1 of the same fiscal year. All other employees of the Jefferson Parish School Board hired prior to March 1 of a fiscal year progress automatically to the next step on July 1 of the same fiscal year.
4. Procedures for the administering of salaries of employees of the Jefferson Parish School Board:
 - a. Teachers
Bargaining Unit Members - Refer to the *Agreement*
 - b. Employees other than teachers
 - (1) Employees other than teachers will receive one (1) year=s salary credit for each four years work experience, provided the Department of Personnel Relations verifies the work experience to be acceptable for their present work assignment.
 - (2) Overtime pay is inapplicable for employees on an administrative pay scale.
 - (3) An employee promoted from a position in one salary category to a position in another salary category is moved to the equivalent step in the new category. **(SAME CONTRACT MONTHS)**
5. Payroll Information
Bargaining Unit Members - *Refer to the Agreement*

All Jefferson Parish School Board employees are paid according to the Board approved salary schedules.
 - (a) Employees shall be paid twice a month and shall have the option of

receiving this pay for ten (10) or twelve (12) month periods. The pay distribution shall be on the fifteenth (15th) and the last day of each month commencing with September 15th as the first pay. When a pay day falls on or during a school holiday, employees/teachers shall receive their pay checks on the workday preceding the holiday, except in December when the pay check for the last day of the month shall be electronically deposited for December 31st.

- (b) Effective October 15, 2004, employees shall have direct deposit of their pay checks to the bank and/or financial institution of their choice.
 - (c) Deductions from pay checks shall be in as equal amounts as possible.
 - (d) Additions or cancellations of deductions must be received by the Payroll Department ten (10) workdays prior to the issuance of the pay check.
Additions or cancellations of deductions for June and/or August pay checks must be received by no later than June 1st.
 - (e) Should an employee be on an approved leave without pay that extends through or beyond the current school year, and such employee has escrowed salary, the employee shall have the option of:
 - 1) Receiving the escrowed salary in one lump sum;
 - 2) Receiving pay checks, as provided above, equal to regular checks (or the escrowed amount, whichever is less), until the escrowed amount is depleted by June 15, the remaining sum shall be paid on June 30.
- NOTE:** Should the employee not inform the Assistant Superintendent of Human Resources, or designee, by certified letter or hand delivered and receipted, of the option chosen, option E.2 shall be followed.
- (f) Where feasible, when a supplemental check is issued, the workshop title or reason for such supplemental pay shall be denoted on the check.
 - (g) Employees assigned the responsibility of a designated administrator:
 - 1) Bargaining Unit Members - Refer to the *Agreement*
 - 2) Should an administrator be assigned to assume administrative responsibilities at a school site, he/she may or may not receive additional compensation for this

temporary assignment.

- (h) When a certified employee receives any degree above the bachelor=s level, verification of same must be submitted to the Human Resources Department in the year in which it is earned. Retroactive pay will be made to the beginning of the school or current fiscal year or the date the degree was earned if within the current year.

W. **TRAVEL REIMBURSEMENT**

1. All personnel who incur in-parish travel as a part of their jobs shall document their travel and be reimbursed through the submission of a Travel Voucher-Local Travel, signed by the immediate supervisor.

Reimbursement shall be at the IRS designated rate. There is no cap on mileage; however, any reimbursement exceeding \$150 must be approved by the Superintendent.

All personnel who incur out-of-parish travel as part of their jobs shall document their travel and be reimbursed through the submission of a Travel Voucher-Out-Of-Parish Form, signed and approved by the immediate supervisor. All out-of-parish travel shall be approved in advance of such travel.

2. The Human Resources Department will insure that all job descriptions of all personnel who are required to travel as part of their jobs, contain a travel statement.
3. The adoption of this policy applies to all programs of the Jefferson Parish Public School System including federal programs.

X. **GRAND ISLE SPECIAL LEAVE DIFFERENTIAL PAY:**

All employees regularly assigned to Grand Isle High School shall be granted up to three (3) days leave of absence per school year without loss of pay for the purpose of securing necessary medical services and/or other necessary personnel services not available within the Grand Isle community. Except in an emergency, the employee shall notify the principal in writing of the need to take such leave as far in advance as possible. (The principal shall provide similar notice to the regional assistant superintendent). In all instances, the employee shall verify the proof of such services for the additional leave for services granted under this policy. This leave shall be non-cumulative.

V. - EMPLOYEE RIGHTS

A. ADMINISTRATORS

1. Issuance Of New Contract, Non-Renewal or Termination At Expiration Of Term

- a. Prior to the expiration of a contract, the School Board shall negotiate with the employee, and offer him/her at the expiration of the contract a new contract unless: (1) the Superintendent recommends to the School Board that a new contract not be issued for reasons which are based on an evaluation of the employee=s performance; (2) there exists cause sufficient to support a mid-contract termination, as provided in LA.R.S. 17:444 (B)(4)(c)(iii) and Section II; (3) the position to which the employee has been assigned has been discontinued; or (4) the position has been eliminated as a result of school district reorganization, provided that should the position be recreated, the employee, if still employed by the School Board, shall have the first right of refusal to the recreated position.
- b. If the School Board decides not to renew the contract, it shall give the employee written notice thereof not less than one hundred twenty (120) days prior to the expiration date of the contract, provided, however, that failure to give the employee written notice at least one hundred twenty (120) days prior to the expiration date of the contract shall not operate to renew the contract and appointment for an equivalent term, but shall only cause such contract appointment to be extended on a day-by-day basis until one hundred twenty (120) days have passed since such notice was given.
- c. When the term of the contract (or any extension or renewal thereof) expires and the contract has not been renewed by the School Board for any reasons set forth in paragraph V.A. 1.a. above, or because the employee has chosen not to enter into subsequent contracts for the renewal of the appointment, the employee shall be returned to the last position in which he/she has acquired tenure or to one paying at least the same salary as that position unless the employee chooses to terminate his/her employment.
- d. Policy dictates that an employee acknowledge that if the person who previously held the position covered hereunder was promoted to a higher position under the provision of LA.R.S. 17:444(B), as amended by Act 988 of 1985, and Acts 779 and 781 of 1991, and that person is removed from such higher position for any of the reasons stated in Articles VI-IX hereof, then such persons may be returned by the School Board to the position covered by a particular contract and appointment. If that person is returned, the particular contract shall terminate and the employee under

such contract will be returned to the position held prior to the contract or to one paying at least the same salary as the position even though the term of the present contract has not expired.

2. Termination Of Appointment During Term Of Contract

- a. An employee shall be retained during the term of a contract unless he/she is found to be incompetent or inefficient, or if found to have failed to fulfill the terms and performance objectives of the contract. Appointee shall be removable from his/her position for such cause based upon written charges thereof and notice of hearing before the School Board.
- b. In the event that an employee should, during the term of this agreement, be removed for cause from the position covered under the contract, then he/she will be returned to the last position in which he/she has acquired tenure or to one paying at least the same salary as that position unless he/she chooses to terminate his/her employment.
- c. Notwithstanding any of the foregoing, an employee during the term of contract is still subject to discipline, demotion, and/or dismissal and removal as an employee of the school system pursuant to the terms and conditions of the Louisiana Teachers= Tenure Law.

3. Reduction In Force During Term Of Contract

Notwithstanding any other provision of this contract to the contrary, should it become necessary for the School Board to effect a reduction in force, an employee shall be subject to the provisions of the reduction in force policy of the School Board as it presently exists or as that policy may hereafter be amended. If application of the reduction in force policy causes the employee to be removed from the position covered in a contract, then this agreement shall automatically terminate and the employee shall be treated under the reduction in force policy as though he/she were occupying the last position in the school system in which he/she has acquired tenure. If application of the reduction in force policy requires the employee to be transferred to a position of lower salary, the employee shall continue to receive the salary as stipulated in the contract during the remainder of the terms of the contract. Thereafter, the employee will receive only that salary ordinarily paid to an individual of like qualifications and experience in the lesser position, but not less than the salary the employee would receive in his/her tenured position.

4. Renewal Of Contract

It is understood and agreed by both parties that, with mutual consent, a contract may be renegotiated for an additional term and may contain such lawful terms and conditions as may then be established by the parties.

5. Promotion During Contract Period

If, during the term of a contract, an employee is offered appointment to a position of higher salary, then the acceptance of such appointment shall cause the contract to have no further effect whatsoever, as of the date of such acceptance.

6. Severability Clause

If any provision of a contract should be held to be illegal or unenforceable under the laws of the State of Louisiana or the United States, the remaining provisions in the contract shall remain in full force and effect.

7. Nonrenewal Of Contract

Employees recommended for nonrenewal of contract shall be entitled to a conference with the Assistant Superintendent of Human Resources or his designee. However, in the case of employees in positions reporting directly to the Superintendent, the decision of the superintendent shall be final and not referred to the Assistant Superintendent of Human Resources.

Following the conference, the Assistant Superintendent of Human Resource or his designee shall submit a recommendation to the Superintendent for consideration. The recommendation shall include all documentation prepared by the administration and written responses prepared by the employee and submitted to the Assistant Superintendent of Human Resources or his designee no later than the conclusion of the conference at which the recommendation was reviewed.

If the Superintendent upholds the recommendation, he shall recommend to the School Board nonrenewal following a review of all documentation at a scheduled School Board meeting.

8. Suspension

a. Employees recommended for suspension shall be entitled to a conference with the Assistant Superintendent of Human Resources or his designee. However, in the case of employees in positions reporting directly to the Superintendent, the decision of the Superintendent shall be final and not referred to the Assistant Superintendent of Human Resources.

- b. Following the conference, the Assistant Superintendent of Human Resources or his designee shall submit a recommendation to the Superintendent for consideration. The recommendation shall include all documentation prepared by the employee and submitted to the Assistant Superintendent of Human Resources or his designee no later than the conclusion of the conference at which the recommendation was reviewed.
- c. If the Superintendent upholds the recommendation, he/she shall issue written charges to the employee.
- d. The employee shall be afforded the opportunity to request a Board hearing if such is requested in writing within seven (7) work days following receipt of the Superintendent's notice of suspension.
- e. An employee requesting a Board hearing shall have the right to appear before the Board with a representative of his choice and/or witnesses in his behalf. The Board hearing may be open or closed at the written option of the employee.
- f. Should an employee fail to request a Board hearing, the School Board shall act upon the recommendation following a review of all documentation at a scheduled Board meeting.

NOTE: In the event a conflict exists between the above provisions and the wording of the employee's contract, the contract provisions shall govern.

B. TENURED EMPLOYEE RIGHTS

1. Acquisition of Tenure

a. Teachers

The word Ateacher@ as stated in the Louisiana State Teacher Tenure Law means any employee of any parish or city school board who holds a teacher=s certificate and whose legal employment requires a teacher=s certificate. (LRS 17:441)

Each teacher shall serve a probationary term of three (3) years reckoned from the date on which the appointment is made effective by the Jefferson Parish School Board, during which term the Jefferson Parish School Board may dismiss or discharge any such probationary teacher upon the written recommendation of the Superintendent of Jefferson Parish Public Schools, accompanied by written charges. (LRS 17:442)

Teachers acquire tenure if they possess a regular and valid Louisiana teaching certificate and have satisfactorily met the requirements of the probationary term. (LRS 17:442)

A teacher can acquire tenure although she is promoted during her probationary period. (LRS 17:444)

b. School Bus Operators

(1) The term Aschool bus operator@ means an employee of any city or parish school board whose duty it is to transport students in any city or parish school bus or activity bus to and from any school of suitable grade approved by the Department of Education or to and from any school related activity. Such employee shall be certified to have participated in any school bus driver=s instructional program or in-service training provided by the Department of Education as provided for in LRS 17:497.2, shall have attained the age of twenty-one years, and shall be certified to have passed any such physical examination required by the Department. It shall be unlawful for anyone not certified as provided herein to transport school students to and from any school.

(2) Each school bus operator shall serve a probationary term of three (3) years reckoned from the date of his first employment in the parish in which the operator is serving his probation. During the probationary term the parish school board may dismiss or discharge any operator upon the written recommendation of the parish superintendent of schools accompanied by valid reasons for dismissal.

Any school bus operator found unsatisfactory by the parish school board at the expiration of the probationary term shall be notified in writing by the Board that he has been discharged or dismissed; in the absence of such notification, such probationary school bus operator shall automatically become a regular and permanent operator in the employ of the school board of the parish in which he has successfully served his probationary term.

In order to acquire tenure under the provisions hereof, each school bus operator shall personally operate and drive the school bus he is employed to operate; no one shall acquire tenure in the operation of more than one school bus. (LRS 17:492)

2. Dismissal

a. Teachers

Refer to Louisiana Revised Statute 17:442 for probationary teachers. Refer to Louisiana Revised Statute 17:443 and the Agreement Between the Jefferson Federation of Teachers and the Jefferson Parish School Board for tenured teachers.

b. School Bus Operators

Refer to School Bus Operators= Policy and Procedural Manual and Louisiana Revised Statute 17:492 for non-tenured drivers and Louisiana Revised Statute 17:493 for tenured drivers.

3. Suspension

a. Teachers

Refer to the Agreement Between the Jefferson Federation of Teachers and the Jefferson Parish School Board and to Louisiana Revised Statute 17:442, for probationary teachers and Louisiana Revised Statute 17:443, for tenured teachers. Procedures for suspension are the same as applied to dismissal.

b. School Bus Operator

Refer to School Bus Operators= Policy and Procedural Manual for suspension procedures and Louisiana Revised Statute 17:492 for non-tenured drivers and Louisiana Revised Statute 17:493 for tenured drivers.

C. **NONTENURED EMPLOYEE RIGHTS**

1. Classified, Noncontractual Employee Rights

a. Termination

An employee may be terminated upon issuance of written charges by the Superintendent.

Employees recommended for termination shall be entitled to a conference with the Assistant Superintendent of Human Resources or his designee.

Following the conference, the Assistant Superintendent of Human Resources or his designee shall submit a recommendation to the Superintendent for consideration. The recommendation shall include all documentation prepared by the administration and written responses prepared by the employee and submitted to the Assistant Superintendent of Human Resources or his designee no later than the conclusion of the conference at which the recommendation was reviewed.

If the Superintendent upholds the recommendation, he/she shall recommend to the School Board termination of the employee. Following a review of all documentation at a scheduled School Board meeting, the Board shall act upon the Superintendent's recommendation.

b. **Suspension Without Pay**

An employee may be suspended without pay upon issuance of written charges by the Superintendent. Employees recommended for suspension without pay shall be entitled to a conference with the Assistant Superintendent of Human Resources or his designee.

Following the conference, the Assistant Superintendent of Human Resources or his designee shall submit a recommendation to the Superintendent for consideration. The recommendation shall include all documentation prepared by the administration and written responses prepared by the employee and submitted to the Assistant Superintendent of Human Resources or his designee no later than the conclusion of the conference at which the recommendation was reviewed.

If the Superintendent upholds the recommendation he shall recommend to the School Board suspension without pay of the employee. Following a review of all documentation at a scheduled School Board meeting, the Board shall act upon the recommendations.

2. **Noncertified, Contractual Professional Employee Rights**

a. **Termination**

An employee, may be terminated upon issuance of written charges by the Superintendent.

Employees recommended for termination shall be entitled to a conference with the Assistant Superintendent of Human Resources or his designee. However, in the case of employees in positions reporting directly to the Superintendent, the decision of the Superintendent shall be

final and not referred to the Assistant Superintendent of Human Resources. Following the conference, the Assistant Superintendent of Human Resources or his designee shall submit a recommendation to the superintendent for his/her consideration. The recommendation shall include all documentation prepared by the administration and written responses prepared by the employee and submitted to the Assistant Superintendent of Human Resources or his designee no later than the conclusion of the conference at which the recommendation was reviewed.

If the Superintendent upholds the recommendation, he shall issue written charges to the employee.

The employee shall be afforded the opportunity to request a Board hearing, if such is requested in writing within seven (7) work days following receipt of the Superintendent's notice of termination.

An employee requesting a Board hearing shall have the right to appear before the Board with a representative of his choice and/or witnesses in his behalf. The Board hearing may be open or closed at the written option of the employee.

Should an employee fail to request a Board hearing, the School Board shall act upon the recommendation following a review of all documentation at a scheduled School Board meeting.

- b. A Non-Certified Teacher may be terminated at the recommendation of the supervising principal.

3. Certified, Contractual Employee Rights

- a. Termination

An employee may be terminated upon issuance of written charges by the Superintendent. Employees recommended for termination shall be entitled to a conference with the Assistant Superintendent of Human Resources or his designee. However, in the case of employees in positions reporting directly to the Superintendent, the decision of the Superintendent shall be final and not referred to the Assistant Superintendent of Human Resources.

Following the conference, the Assistant Superintendent of Human Resources or his designee shall submit a recommendation to the Superintendent for consideration. The recommendation shall include all documentation prepared by the administration and written responses

prepared by the employee and submitted to the Assistant Superintendent of Human Resources or his designee no later than the conclusion of the conference at which the recommendation was reviewed.

If the Superintendent upholds the recommendation he/she shall issue written charges to the employee.

The employee shall be afforded the opportunity to request a Board Hearing, if such is requested in writing within seven (7) work days following receipt of the Superintendent notice of termination.

An employee requesting a Board hearing shall have the right to appear before the Board with a representative of his choice and/or witnesses in his behalf. The Board hearing may be open or closed at the written option of the employee.

Should an employee fail to request a Board hearing, the School Board shall act upon the recommendation following a review of all documentation at a scheduled Board meeting.

b. Renewal of Contract

(1) Teachers - Refer to the *Agreement*

(2) Administrators - Refer to section on contract renewal.

c. Nonrenewal of Contract

(1) Teachers - Refer to the *Agreement*

(2) Administrators - Refer to section on contract renewal

D. **GRIEVANCE/COMPLAINT PROCEDURES**

1. Grievance Procedure for Bargaining Unit Members - Refer to the *Agreement*

2. Grievance Procedure for School Bus Operators

Refer to the School Bus Operator=s Policy and Procedural Manual.

3. Complaint Procedure for Nonbargaining Unit Employees

a. Complaint Statement

- (1) A complaint is a disagreement between an employee and the Board involving an alleged violation of policy.
- (2) Each formal statement of a complaint must contain the question at issue, a statement of facts, the specified policy that allegedly is being violated, the relief requested, the name of the representative (if any) and signature of the complaining party. The only matters which may be introduced at any step of this complaint procedure shall be those contained in the initial complaint.
- (3) All complaints and responses to complaints occurring beyond the school level shall be transmitted by U.S. Postal Service, certified mail, return receipt requested to the Assistant Superintendent of Human Resources.
- (4) All parties may have representation of their choice during the formal procedure.
- (5) Discussion, conferences, or hearings pertaining to the complaint shall be held during the complaining party's work or nonwork time by mutual agreement of both parties.
- (6) The parties may, upon mutual agreement in writing, extend all deadlines.
- (7) A complaint against persons other than principals shall be filed in the office of the appropriate supervisor.
- (8) Failure to communicate a decision at any level of this procedure within the specified time deadlines, except as set forth in (6) above, shall permit the complaint to be advanced to the next higher level.
- (9) Complaints which extend beyond the normal school year shall continue to be processed with Aweek days@ (except Saturdays, Sundays, and holidays) being substituted in the procedure for all references to Aschool days.@

b. Informal Procedure

A sincere attempt shall be made to resolve any prospective complaint by scheduling an appointment to discuss the disagreement between the prospective complainant and the principal/appropriate supervisor and

then discussing the prospective complaint before the differences become formalized complaints. The informal meeting shall be requested promptly and shall be scheduled in advance.

c. Formal Procedure

Step 1: If the employee is not satisfied with the results of the informal procedure, he may reduce the complaint to writing. If the complaint is reduced to writing; this shall be filed with the affected administrator within five (5) days of the alleged policy violation giving rise to the complaint. A meeting shall be held by the principal/appropriate supervisor within seven (7) school/work days after receipt of the complaint. The administrator shall provide the employee a written disposition of the complaint no later than ten (10) days following the complaint meeting.

Step 2: After receipt of the written disposition, the employee may, within five (5) school/work days, appeal the disposition in writing to the regional assistant superintendent/appropriate assistant superintendent. A copy of that appeal shall be forwarded simultaneously to the principal/appropriate supervisor. A meeting shall be held by the regional assistant superintendent/appropriate assistant superintendent within five (5) school/work days after receipt of the complaint. A written disposition of the complaint shall be rendered by the regional assistant superintendent/appropriate assistant superintendent within ten (10) school/work days after the hearing.

Step 3: After the receipt of the written disposition, the employee may, within five (5) school/work days, appeal the disposition in writing to the Board through the office of the superintendent. Copies of the appeal shall be forwarded simultaneously to the principal/appropriate supervisor and the appropriate Assistant Superintendent. A private hearing shall be held by the Board, meeting in executive session, within twenty-five (25) school/work days from the receipt of the appeal. A written disposition of the complaint shall be rendered by the Jefferson Parish School Board within twenty (20) school/work days from the date of the appeal.

4. Title IX Grievance Procedure

- a. Step 1: Any person who has a complaint involving discrimination on the basis of sex shall schedule an appointment with the Title IX Coordinator to discuss the nature of this complaint as submitted in writing. The coordinator shall reply in writing, by certified mail, within a reasonable amount of time.

- b. Step 2: If the complainant is not satisfied with the outcome of the informal discussion the complainant shall file a formal written grievance containing:
- (1) The question(s) at issue;
 - (2) A statement of the facts upon which complainant based the original complaint;
 - (3) The specific disagreement with the informal finding;
 - (4) The specific relief requested;
 - (5) The name of the complainant=s representative, if any;
 - (6) The signature of the aggrieved party(ies).

Only those matters specified and introduced in the grievance procedure shall be considered in evaluating this complaint. All grievances shall be filed by certified mail or receipted delivery.

- c. Step 3: The Title IX Coordinator shall schedule and conduct, within twenty (20) school/work days of the receipt of the grievance, a hearing on the grievance. The Title IX Coordinator and the grievant shall both be entitled to representation at this hearing. A formal written disposition of the grievance shall be rendered by certified mail within ten (10) school/work days after the date of the hearing.
- d. Step 4: If the grievant is not satisfied with the decision rendered by the Title IX Coordinator, the matter may be appealed to the School Board. The grievant shall, within thirty (30) school/work days of receipt of the written disposition, appeal in writing to the Board by certified mail or receipted delivery. A private hearing shall be held by the Board, meeting in executive session, within thirty (30) school days following receipt of the grievance. A written disposition of the grievance shall be rendered by the Jefferson Parish School Board within twenty (20) school/work days from the date of the appeal hearing.
- (1) The parties may, upon mutual agreement in writing, extend all deadlines.
 - (2) Complainants who remain dissatisfied following the decision rendered by the Board have the right to appeal in writing to the

Department of Health, Education, and Welfare or to take legal action in a court of law.

5. Grievance Procedure for Complaints under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act

- a. Step 1: Any person who has a complaint involving discrimination due to a physical disability will submit the complaint to the compliance officer in writing by certified mail or receipted delivery designating specifically:
- (1) the question(s) at issue;
 - (2) a statement of the facts upon which complainant based his/her original complaint;
 - (3) the specific relief requested;
 - (4) the name of the complainant=s representative, if any;
 - (5) the signature of the aggrieved party(ies).

The compliance officer will investigate the complaint and consult with the department in question regarding its procedures.

The compliance officer will schedule an appointment with the complainant within ten (10) working days of the receipt of the complaint. In his review of the complaint, the compliance officer will consider the nature of the complaint and the possibility that the school system may be able to make an accommodation to remedy the grievance.

After the meeting with the complainant, the compliance officer will reply in writing within a reasonable time via certified mail, advising what action, if any, was taken.

- b. Step 2: If the complainant is not satisfied with the compliance officer=s recommendation, the compliance office shall schedule and conduct, within twenty (20) school/work days of the receipt of the grievance, a hearing on the grievance. The compliance officer and the grievant shall both be entitled to representation at this hearing. Minutes will be taken at the meeting. A formal written disposition of the grievance shall be rendered by certified mail within ten (10) school/work days after the date of the hearing.
- c. Step 3: If the grievant is not satisfied with the decision rendered by the

compliance officer, the matter may be appealed to the Superintendent. The grievant shall, within thirty (30) school/work days of receipt of the written disposition, appeal in writing to the superintendent by certified mail or receipted delivery. The Superintendent will review the record of the complaint, the initial response of the compliance officer, the minutes of the hearing and the written disposition of the hearing and other materials developed during the investigation. The Superintendent may also interview the complainant and/or his/her representative and the compliance officer if it is deemed necessary. The Superintendent will render a written decision within twenty (20) days of the receipt of the appeal, affirming, denying, or amending the compliance officer's decision on the complaint. The Superintendent may also return the

complaint to the compliance officer to conduct further investigation into possible remedies if he/she feels it is necessary. If this is done, the compliance officer will comply with the Superintendent's instructions and issue a revised disposition to the complainant based on the additional review within ten (10) days of receipt of the Superintendent's instructions. Upon receipt of the revised disposition the complainant may appeal to the Superintendent in the same manner as above.

- (1) The parties may, upon mutual agreement in writing, extend all deadlines.
- (2) Complainants who remain dissatisfied following the decision rendered by the superintendent have the right to appeal in writing to the U.S. Department of Education, OCR, 120 Main Tower, Suite 2250, Dallas, Texas, 75202.

E. **PERSONNEL FILES**

1. Bargaining Unit Members - Refer to the *Agreement*
2. Nonbargaining Employees
 - a. Employees shall have the right to examine their personnel files subject to the following conditions:
 - (1) Upon request made one (1) day in advance, employees shall have the right to examine the contents of their personnel files while in the presence of a member of the professional staff of the Human Resources Department.

- (2) Employees may be permitted to reproduce in the Personnel Resource Department a copy of all contents of their personnel files at a cost to be set by the Assistant Superintendent of Human Resources.
 - (3) Employees are not permitted to leave their places of assignment in order to examine their personnel files.
- b. A copy of material placed in the employee=s personnel file shall be promptly given to the employee who shall acknowledge the same.
 - c. Employees shall have the right to refute or rebut in writing any derogatory materials which shall be placed in their personnel files. Such refutation must be made within twenty (20) working days which commences with the first date following the date the employees acknowledge receipt of the derogatory material. A copy of the rebuttal must be sent to the respective supervisor, administrator, or person responsible for the submission of the derogatory material.
 - d. No anonymous letters or materials may be placed in a personnel file.
 - e. All materials must be dated.
 - f. Principals or other persons in a supervisory position who maintain a file on an employee must use the Conference Form (marked Administrative or Special) to record all conferences between the employee supervisor and employee to document the content of their discussion relating to the employee=s job performance. The signature of the employee does not indicate agreement with the content of the report; rather it indicates knowledge and receipt of forms. Should an employee refuse to sign, the administrator and one (1) witness (a member of the clerical staff) should attest to this by stating the refusal, and both the administrator and witness signing their names at the bottom of the form. If desired the employee may make written comments on the form or attach comments to the form. Such reports are to be made and filed within ten (10) days after the conference. No reports shall be transmitted or used in any manner detrimental to an employee before both the report or document and the comment if any, have been placed in the employee=s personnel file.
 - g. If derogatory materials exist in an employee=s file for more than twelve (12) months, the employee shall have the right to request (in writing) the Assistant Superintendent of Human Resources or his designee, to remove or expunge all or portion of such material. This decision shall not be subject to the Complaint Procedure and shall be nonprecedential.

Employees who have tardiness or absenteeism documented on a Special Conference Form shall upon request, have the information removed from their personnel files on the second anniversary, provided no related documentation was added during that time period.

F. **SEXUAL HARASSMENT**

It is the policy of the Jefferson Parish School Board to prohibit sexual harassment anywhere in the system, to take prompt action to investigate thoroughly any complaints of sexual harassment and appropriately discipline anyone found to have sexually harassed any student or employee.

1. **Definition**

Sexual harassment includes the unwelcome sexual advances, requests for sexual favors, and/or other verbal or physical conduct of sexual nature by an employee to a co-employee, an employee to a student or a student to another student, or a non-employee engaged in business with the school system to an employee or student, where:

- a. acceptance or rejection of a sexual invitation is used as the basis for employment, grading, disciplinary, honorary, participatory or similar decisions;
- b. sexual advances or requests for sexual favors have the purpose or effect of unreasonably interfering with an individual's work or school performance or creating an intimidating, hostile, or offensive work or school environment.

2. **Policy**

The Jefferson Parish School Board hereby declares the following policy prohibiting sexual harassment in the Jefferson Parish Public School System:

- a. The Jefferson Parish School Board desires to provide a work/school environment free of sexual harassment;
- b. The supervisory staff, employees, and non-employees engaged in business with the Jefferson Parish School Board are prohibited from conduct of sexual nature which either explicitly or implicitly makes acceptance or rejection of a sexual invitation a condition of employment, assigning of grades, awarding of honors, participation in activities, administering of discipline or similar actions; is used as

a basis for employment decisions, disciplinary, honorary, participatory or similar decisions; has the purpose or effect of unreasonably interfering with an individual=s work/school performance; or creates an intimidating, hostile, or offensive working/school environment;

- c. No supervisory employee may engage in a sexually intimate relationship with any subordinate employee or student unless the subordinate is the supervisor=s spouse;
- d. All complaints of sexual harassment shall be investigated thoroughly and promptly. Any employee or student who feels that she/he has been sexually harassed shall take her/his complaint to the party designated to conduct such investigations, who will conduct a prompt, thorough investigation into the complainant, maintain the confidentiality of the complaint, and follow all school system policies in investigating the complaint;
- e. This policy declaration and the following complaint procedure shall be disseminated throughout the system and posted in a conspicuous place in all schools and work sites in the system;
- f. All administrators shall be trained by the party(ies) designated to handle sexual harassment complaints to know what constitutes sexual harassment and the importance of taking such complaints seriously; lessons shall be prepared and incorporated into the appropriate areas of the curriculum regarding student rights in the area of sexual harassment;
- g. All administrators shall notify subordinates/students orally of the policy and the grievance procedure and written copies of the policy and complaint procedure shall be available at each work/school location;
- h. An employee found to have committed sexual harassment shall be subject to disciplinary action including, but not limited to, suspension without pay.

3. Sexual Harassment Complaint Procedure

- a. All complaints of sexual harassment by employees or students against employees, or non-employees engaged in business with the school system, shall be handled by a personnel administrator designated by the Assistant Superintendent of Human Resources. All complaints of sexual harassment by students against students shall be handled by an administrator designated by the appropriate regional assistant

superintendent. All employees/students shall be notified as to the identity of the designated administrators and shall be advised if the designated administrators are changed.

b. Any employee or student who levels a complaint of sexual harassment against an employee or a non-employee engaged in business with the school system shall submit in writing to the appropriate site administrator the following:

- (1) the nature of the complaint, including the specific act(s) which constitute the complaint;
- (2) the name(s) of person(s) who allegedly committed the act(s);
- (3) the name(s) of person(s) who witnessed the act(s);
- (4) the date(s) and time(s) of occurrence of the act(s).

The site administrator will forward the complaint document to the Assistant Superintendent for Human Resources immediately upon written complaint.

c. The Assistant Superintendent for Human Resources will assign the complaint against an employee or non-employee engaged in business with the school system to the appropriate human resource administrator who shall schedule an appointment to meet with the complainant within ten (10) work days following receipt of the complaint. The initial meeting shall be to discuss the nature of the complaint and begin the investigation.

A complaint by a student against another student shall be assigned to and investigated by the office of the regional assistant superintendent using the same procedure.

After meeting with the witnesses and the alleged perpetrator(s) of the act(s) and informally documenting these interviews, the assigned administrator will submit to the Assistant Superintendent for Human Resources or in the case of student on student, to the regional assistant superintendent, a report with a recommendation for whatever action the assigned administrator deems appropriate based upon the validity and severity of the complaint. If the investigator finds no evidence to substantiate the complaint, a report stating such with reasons will be submitted to the appropriate assistant superintendent.

The investigation and report shall be completed within twenty (20)

work days after the initial meeting with the complainant.

- d. If the Assistant Superintendent of Human Resources agrees that action is warranted against the employee or employees for sexual harassment against the complainant, then the appropriate procedures outlined in the Human Resources Policy Manual, Employee Rights, shall be followed. The Assistant Superintendent of Human Resources shall also handle, in a manner deemed appropriate by him/her, any complaints against non-employees engaged in business with the school system found to be valid. The regional assistant superintendent shall handle recommendations for student discipline according to the Policies and Procedures for Student Discipline.
- e. The designated administrator shall follow up after the above process is complete to ensure that the acts in question have ceased.

G. PERSONNEL CONFERENCES

Bargaining Unit Members - Refer to the *Agreement*

1. Special Conference

- a. A Special Conference may be requested by an employee at any time to discuss with the administrator any job responsibility or problem relating to fulfillment of the job requirements. The Conference Form will be completed by the administrator at the conclusion of the conference to record a summary of the points discussed in the conference. A need or desire for support personnel may be indicated by either party in the appropriate place on the form at the conclusion of the conference.
- b. The Conference Form may be used by an administrator to record Special Conferences between the employee=s supervisor and the employee as follows:
 - (1) When the outcome of the conference results in a request for support personnel and/or
 - (2) When the subject of the conference warrants placement in the employee=s central office personnel file.
- c. If an employee=s actions are documented on a special conference form, the employee may request that such documentation be reviewed by support personnel at a second special conference. The conference form

shall provide a space for the employee to request such second special conference. If the employee is still dissatisfied with the second conference, the employee may appeal to the Assistant Superintendent of Human Resources, or designee. Such appeal shall be in writing. The Assistant Superintendent of Human Resources, or designee, may there upon convene an additional conference. If convened, the employee shall have the right to be represented by another employee and such employee representative may make a statement on behalf of the employee and/or otherwise reasonably participate in such meeting within the discretion of the Assistant Superintendent of Human Resources.

2. Administrative Conference

The Conference Form may be used by an administrator to record Administrative Conferences between the employee=s supervisor and the employee when the purpose of the conference is an attempt to resolve a school/department problem or to discuss a school/department responsibility. The Conference Form, designated Administrative Conference, is placed in the school/department personnel file. The Administrative Conference may be submitted to the central office personnel file as an attachment to a Special Conference Form at a later date to document an attempt to resolve a school/department problem or responsibility.

3. Disciplinary Conference

Bargaining Unit Members - Refer to the *Agreement*

- a. Prior to or during any conference with the employee where it is clearly anticipated that the employee will be recommended for dismissal or suspension without pay, the employee shall be given notice of such fact and the fact that he is permitted to be represented by or assisted by another employee. A reasonable time (not to exceed five (5) hours, unless an emergency otherwise dictates) to secure such assistance shall be allowed. If the employee does not choose to take advantage of such assistance after being advised of his rights to such assistance, the employee shall be deemed to have waived such right of assistance. The employee=s representative at the meeting shall not displace the employee as the conferee unless all parties otherwise agree. At the conclusion of the conference, the representative may make a brief (not to exceed five (5) minutes, unless all participating parties otherwise agree) oral statement on the employee=s behalf.
- b. An Administrative Conference Form shall remain in the employee=s file at the school/department, while a Special Conference Form shall be

placed in the employee=s personnel file in the central office. However, at times it may be necessary for the supervisor to send Administrative Conference Forms as supporting documentation to a Special Conference Form. In these circumstances, the employee shall be so notified.

H. **ACCOUNTABILITY (Personnel Assessment and Evaluation)**

1. Professional Employees Included under Louisiana Revised Statute 17:3901 et seq.
 - a. Refer to Louisiana Revised Statute 17:3901 et seq. and State Department of Education Bulletin 1525 Revised 1981.
 - b. Refer to the Jefferson Parish Public School System Personnel Evaluation Program.
2. Professional Employees not Included under Louisiana Revised Statute 17:3901 et seq. and Nonprofessional Employees

All employees of the Jefferson Parish Public School System are expected to perform their job responsibilities in a satisfactory manner. All employees are to ensure acceptance of the job description. The job description with the employee=s signature shall be retained by the immediate supervisor, with a copy provided to the employee.

Supervisors are expected to review job descriptions with newly hired employees and establish the standards of performance in meeting job responsibilities.

If a formal evaluation procedure has been established for a specific group of employees, this procedure shall be applied to all employees in that group.

In the absence of a formal evaluation procedure, supervisors shall use Administrative and Special Conference procedures (see Employee Rights), to maintain a written record of the employee=s performance.

I. **INVESTIGATION OF EMPLOYEES ACCUSED OF IMPERMISSIBLE CORPORAL PUNISHMENT OR MORAL OFFENSES INVOLVING STUDENTS:**

1. Initiation of Investigation.

Upon receipt of one or more of the following (a - d) the appropriate school system official shall open a confidential file entitled:

AInvestigation Re: La.R.S.17:81.6 _____@

(name of employee)

- a. Written complaint of the student
- b. Written complaint of principal or teacher.
- c. Written complaint of parent.
- d. Oral complaint of any of the above or any complaint based upon a reliable source that can be reduced to writing, or taken by deposition, sworn statement or affidavit, either before a notary public or the principal.

The employee shall be immediately notified that an investigation has begun, acknowledging notification of the investigation by signed receipt of the La.. R.S. 17:81.6 Investigation Document. Any written statements taken from students to be presented to the employee as part of the investigation must be accompanied by parental permission.

2. Formation of Complaint

- a. After the initiation of the investigation, a written document shall be prepared by the principal or supervisor of the employee. This document shall set forth specifically the complaint made against the employee and all supporting documentation which shall include the written complaint of the student, principal, teacher or parent. Said written complaint may be in the form of a sworn statement before a notary public or a principal, or a statement made to a certified court reporter after the administration of an oath to tell the truth.
- b. The principal or supervisor shall develop all information that relates to the complaint or offense, whether said information is or is not supportive of the complaint.
- c. The entire record of the employee shall be made part of the investigation file, including any documents developed in connection with the current or concurrent investigation.
- d. After completion of the investigation, the appropriate school system official shall schedule a conference with the accused employee and his/her supervisor. At the conference, the accused employee shall receive copies of any and all documents developed during the investigation. The employee may consult with an attorney and have the attorney attend this conference. In this case a School Board attorney will also attend the conference. The employee may respond orally to the accusations at the

conference. If he chooses to do so, he may submit a written response within twenty (20) days of the conference. The appropriate school system official shall reduce the finding of the conference to writing with or without a recommendation to the Assistant Superintendent of Human Resources and presented to the employee for his or her signature pursuant to the requirements of the law regarding School Board personnel files.

- e. If the employee provides information at the conference to the investigator that merits further investigation, the investigator may cancel the conference and investigate the information provided by the employee. When the investigation is complete, the procedure contained herein regarding the conference will be followed.
- f. The finding of the appropriate school system official must reflect that the determination of facts, as developed, either support or deny the accusation. If the decision is made to discipline the employee, the pertinent procedures for discipline of employees will be followed. If a determination is made that the evidence is insufficient to support the accusation, or that the event did not occur, the conference form should indicate that finding.

3. Employee Response

- a. Time: The employee may respond to the complaint immediately, if he or she chooses to do so. If he or she wishes, the employee may respond in writing within twenty (20) work days.
- b. The employee may choose not to answer the inquiries of the appropriate school system official; however, the appropriate school system official shall be permitted to ask questions of the employee to clarify or to develop the response of the employee.
- c. The employee=s right to privacy shall be protected at all times. Nothing developed during this investigation shall be disclosed to anyone other than appropriate school system officials, their attorneys, and necessary governmental authorities.

In the event no factual conclusions are developed and the investigation continues without a finding, meriting discipline for the employee, the materials concerning the accused shall be removed from the employee=s file in the following manner. A concise statement of the accusation shall be prepared and placed in the employee=s file for a period not to exceed one (1) year, after which the employee may request its removal in writing. The statement shall be removed within seventy-two (72) hours after the employee=s written request is received by the Personnel Department.

4. Emergency or Immediate Response Procedure

In the event an employee is accused of an act or action considered to be dangerous to the welfare and safety of the students, the appropriate school system official shall declare the situation to be an emergency and requiring an immediate response. The appropriate school system official may, without following the above procedure and upon oral briefing to the Superintendent and with the Superintendent=s approval, suspend the accused with or without pay for not more than ten (10) working days, in order to ascertain the facts of the situation, provide the accused with the documentation as set forth above, and conduct a response conference with the accused to afford the accused an opportunity to respond. The appropriate school system official must then make a recommendation to the Superintendent with a written report not more than eight (8) days following the effective date of the suspension. The Superintendent shall determine what action will be taken regarding the accused no later than ten (10) days following the effective date of suspension. Should the Superintendent determine that the suspension was unwarranted, all pay emoluments shall be returned to the accused.

5. Compliance with Criminal Code

Should any part of these rules conflict with the provisions of La. R.S. 14:403 as it defines the duties of any AMandatory Reporter,@ the appropriate school official shall comply first with the mandatory reporting provisions of this statute and then comply with the provisions of these rules.

J. **REPRIMAND AND CRITICISM OF NON-BARGAINING UNIT EMPLOYEES**

It is the policy of the Jefferson Parish School Board to consider it inappropriate for supervisory personnel to reprimand or criticize employees in the presence of students, parents, or others, except as may be required at disciplinary conferences, complaint hearings, and at hearings conducted by or at closed meetings of the School Board.

K. **OWNERSHIP OF MATERIALS PRODUCED BY EMPLOYEES**

Bargaining Unit Members - Refer to the *Agreement*

The ownership of materials produced by employees falls into the following categories:

1. Material produced as a direct result of an assignment (such as curriculum written to fulfill a grant) is, and shall remain, the property of the Board.
2. Material produced by an employee independent of the employee=s assigned duties, wholly on the employee=s own time (such as when a employee writes a

novel or develops computer software on a home computer) is, and shall remain, the property of the employee.

3. Material produced by an employee which is related to the employee's assignment, and material conceptualized and developed by the employee, but requires Board facilitation or technical assistance to fully actualize the idea, shall be subject to individual negotiation and contract between the parties to establish copyright, ownership and royalty percentages. In the absence of such contract, the material shall remain the property of the Board.

NOTE: ALL FORMS ARE AVAILABLE ONLINE OR IN THE HUMAN RESOURCES DEPARTMENT.