

**AGREEMENT BETWEEN THE JEFFERSON FEDERATION OF TEACHERS
AND THE JEFFERSON PARISH SCHOOL BOARD
OCTOBER 7, 2009 – JUNE 30, 2012**

Article 3 – Duration

The Agreement expires on June 30, 2012. No later than May 1, 2011, re-opener on salary and benefits as well as working conditions that are of mutual concern.

Article 4 – Definitions

“Home base school” is defined as the location where a teacher's attendance is maintained and the formal evaluation is conducted.

Article 6 – Effect of Agreement

The Board must consult with the Federation President prior to altering well established system-wide past practices affecting the wages, hours and working conditions of teachers.

Article 7 – Fair Practices

Expanded the reasons of unlawful discrimination to include creed, marital status, disability, activity in furtherance of the Federation or membership in any lawful organization.

Article 10 – Federation Rights

Upon request, the Federation shall be provided with the planning/staffing information with the understanding that such information is subject to change.

Upon request, the Federation shall be provided with copies of any waiver requests that are granted by BESE.

JFT dues deduction can only be discontinued between June 1 and June 30.

Principals shall not arbitrarily refuse to meet and discuss areas of mutual concern with the JFT Building Committee. Principals and the JFT Building Committees cannot modify any term or condition of the Agreement. In the event the principal refuses to meet with the JFT Building Committee, such shall be brought to the attention of the Regional Superintendent for appropriate action.

Three days is the maximum number that a teacher may be released for Federation Leave unless there are extenuating circumstances approved by the Assistant Superintendent of Human Resources.

Effective with the 2010-11 school year, the annual Building Representative Workshop will be conducted on 1 of the administrative days at the beginning of the school year, excluding the day for teachers to organize their classrooms.

Article 12 – Complaints and Investigations

Teachers will not be suspended with or without pay, placed on administrative leave or transferred while a complaint is being investigated unless there is a reasonable basis for concluding that the accused employee presents a danger to the safety of the students, staff or self or that the teacher's presence at school is likely to disrupt the school environment.

An effort will be made to conduct a thorough investigation and gather all relevant facts as soon as practicable.

A teacher, whether the subject of a complaint or a potential witness, shall not impede an investigation, refuse to provide information or if requested, refuse to give an honest accounting of any act, omission or event; however, any teacher may refuse to answer any questions on Fifth Amendment grounds.

A teacher accused of corporal punishment and/or moral offenses concerning students shall be given a copy of the accusation and will have at least 24 hours to prepare a response, if he chooses to respond.

Prior to a teacher being the subject of an investigatory conference, the principal shall review the discipline folder of a student who is making an allegation to determine if the student has made a previous false accusation/statement against another teacher and/or other school personnel.

An investigatory conference shall not pertain to a teacher's evaluation.

A teacher who is the subject of a complaint involving indecent behavior, excessive corporal punishment or any act which could be criminal in nature shall have the right to have an attorney present. The teacher shall be allowed 3 hours to secure Federation representation at all investigatory conferences.

A teacher who is directed to attend an investigatory conference as a witness shall have the right to have a Federation Representative present.

Article 13 – Disciplinary Conferences

When a teacher is accused of abuse, corporal punishment or moral offenses involving students, the complaint shall be in writing with sufficient specificity to fully apprise the teacher of the nature and substance of the allegations along with the identity of the person(s) making the allegations. The teacher shall be provided with a copy of all documents associated with the investigation, including but not limited to the students' statements and parental permission forms.

Discussion between the principal and the teacher regarding an allegation shall be conducted in a private setting.

If the accusations leading to the disciplinary conference are determined to be unfounded, all related documents shall be expunged.

Article 14 – Discipline and Discharge

Liberty interest does not mean or include publication of a charge or complaint within the school district to those who must act upon the charge or complaint.

A teacher shall not be arbitrarily disciplined or disciplined on account of whim or caprice. Discipline includes written notices of verbal warning or verbal reprimand reduced to writing placed in a teacher's personnel file, written warnings and written reprimands, suspensions and discharges or dismissals.

A teacher who timely filed a grievance or requested an informal dispute resolution meeting conference relating to a potential grievance prior to being terminated or having resigned shall retain the right to process the grievance.

The Board and its agents shall not take reprisals against teachers who voluntarily agree and/or are subpoenaed to testify as witnesses at any meetings, conferences, grievances and/or Board hearings.

Article 16 – Prohibitions Against Strikes and Lockouts

Such actions include sickout and sympathy strike.

Article 17 – Evaluation Procedure

A principal who request an extension of time to conduct an evaluation shall notify the teacher in writing.

Article 18 – Personnel Files

Definition of documents includes reports, comments, reprimands, correspondence, memoranda, evaluations and observations relative to a particular employee.

Personnel file means the cumulative collection of all documents maintained by the Board.

Personnel file custodian means those persons employed by the Board who maintain the personnel files.

Third party means any person or entity not regularly employed by the Board.

Documents concerning a teacher shall be placed in the teacher's personnel file within a reasonable time. No document, except those resulting from routine recordkeeping, shall be placed in a teacher's file unless and until the teacher is presented with the original document and a copy prior to its filing. The

teacher shall sign the original documents as an acknowledgement of receipt. If the teacher refuses to sign the document, the principal will denote such on the document.

The teacher's signature does not mean agreement to the contents of the document it merely signifies that the teacher has read the material to be filed.

The teacher has the right to respond to a document in written form which will be filed with the document. A document cannot be used unless the response is attached. A teacher shall have the right to receive proof of any allegations and statements contained in a document that the teacher believes to be inaccurate, invalid or misrepresented. If such proof is not presented, the document shall be removed from the teacher's file.

A rebuttal/response to a document shall be submitted within 20 work days from the date the teacher received the document. The teacher may be granted an additional 10 work days by making a written request to the personnel file custodian.

A copy of the rebuttal/response shall be sent to the supervisor, administrator and/or person responsible for the submission of the derogatory material. Repetitive administrative responses to a rebuttal shall be excluded from the teacher's personnel file.

A teacher has the right to examine his personnel file at the Human Resources Department with a 2 day notice while the files are being kept in two separate buildings. In the event the files are returned to the same building as the Human Resources Department, a 1 day notice will be required. A member of the professional staff of the Human Resources Department will be present when a teacher reviews his file.

The contents of a teacher's personnel file will not be disclosed to a third party without written consent, unless ordered by a court or by subpoena.

If a teacher's file is accessed by someone other than the Superintendent, his designee, or the teacher's principal, the teacher shall receive written notice of the fact and the name and title of the person who was permitted access. All persons permitted access shall maintain the confidentiality of those documents in the file which are not matters of public record.

A teacher requesting to see his personnel file at his work site shall be given access at any reasonable time not to exceed 24 hours. The teacher shall have the right to examine his entire file in the presence of the principal or designee.

All material shall be dated except routine documents where dating is immaterial.

Article 20 – Staff Reduction

During the 45 day lay-off notice period, the affected teacher shall receive his daily rate of pay whether or not he is required to work.

Teachers who possess a PL or TAT shall be recalled by seniority in the subject area for which the PL or TAT was issued. Teachers with a PL shall be ranked above those with a TAT.

Teachers on the recall list who want to substitute must enroll with the school district's substitute placement coordinator. If permitted, the school district will give teachers enrolled with the contractor preference in filling any substitute positions.

Article 21 – Transfers

No later than February 1, 2011, the Superintendent and the Federation President shall meet to develop a transfer procedure which will continue to be in compliance with the Dandridge consent judgment. Such procedure shall be implemented for the 2011-12 school year.

Any agreement reached by the Superintendent and the Federation President regarding transfer policy or procedures shall conform to federal law and to all court orders.

Article 23 – Cooperative Initiatives

If the Board and the Federation agree to establish or implement a program or initiative which a provision of the Agreement would preclude the establishment or implementation of such program or

initiative, the Board and the Federation shall meet to negotiate all terms and conditions of the program or initiative and its implementation.

Article 24 – Curriculum and Textbook Selection Committee

The Board shall make every effort to present textbooks that are aligned with the GLE's and appropriate supplemental materials.

Article 27 – Equipment, Materials, Classrooms and Textbooks

Teachers, including special education teachers, shall be provided with all reasonable and appropriate equipment and materials, including but not limited to copiers, facsimile machines, facilities, textbooks, instructional materials, shredders, computers, printers and software, including all necessary materials and supplies to operate such equipment which is necessary to implement the educational program and to conduct school related business. Such equipment may be used by teachers before, during and after school, in a location that is reasonably accessible to all classrooms.

Teachers shall have a computer with an operating system that is compatible with Infinite Campus or the current student information system and internet access.

Teachers shall be permitted to use equipment that is installed in their classrooms.

Teachers shall be provided with equipment, supplies and materials as needed for health and safety purposes.

Teachers, including special education teachers, shall be provided with the number of books equal to the maximum number of students. This does not apply to books distributed to less than all students in such classes.

Middle and high school teachers shall be provided with the number of books for a classroom set equal to the maximum number of students reasonably anticipated to enroll in such teachers' classes.

Teachers shall be provided with adequate funds to purchase the necessary materials for those courses that lack textbooks, curriculum guides and/or supplemental materials for the students.

Teachers, including special education teachers, shall be provided with copies of the teachers' manuals for textbooks used in their classes.

A teacher shall be permitted to prepare his classroom prior to the first teacher work day of the school year.

Teachers, including special education teachers, shall be permitted to administer the tests that correspond with the textbooks being utilized in their classes.

The teacher's edition textbook or supplemental materials shall address the state standards/GLE's in all new adoptions, if reasonably available.

The collection of textbooks, materials/equipment shall not be required prior to the third to last student attendance day.

Article 28 – Exam Schedule

The principal may schedule a meeting not to exceed 45 minutes on one (1) of the exam days following student dismissal to provide teachers with information to accomplish the academic needs of the school. Such meeting shall take place during the normal teacher work day.

Article 29 – Inclusion/Mainstreaming

The special education teacher shall inform the general education teacher about a student's exceptionality and instructional and/or behavioral techniques.

General education teachers are members of the IEP teams and may attend IEP conferences for the students with disabilities that they serve.

General education teachers may reconvene the IEP team to address academic and/or behavioral issues.

Students with disabilities who are served in general education classes shall have their IEP goals, objectives and support needs met.

General and special education teachers shall be provided with opportunities to collaboratively plan instruction and assessment.

Administrators shall make reasonable efforts to maintain a ratio of natural proportions when assigning students with disabilities to general education classes.

The inclusion setting shall consist of the following models: co-teaching, consultant, teaming, paraeducator and special education classroom. The general and special education teachers shall be responsible for modifying the student's work in an inclusion class. Instructional modifications shall be made to accommodate the student's ability levels.

Upon request, the Federation President shall be provided with a copy of the Board's inclusion/mainstreaming/resource guidelines/plans.

Every effort shall be made to provide a special education inclusion teacher with storage space for resource materials for differentiation of instruction.

Every effort shall be made to hire a substitute for an inclusion teacher or paraeducator who is absent.

Article 30 – Inservice/Staff Development

At the beginning of the school year, 3 teacher work days shall be scheduled, 2 days for inservice/staff development and 1 day for teachers to organize their classrooms. During the inservice/staff development days, teachers will receive copies of the student discipline procedures and the procedures related to sexual harassment and/or misconduct.

The 5 minutes of additional daily instruction time for students provides teachers with 2 full days or 4 half days of additional staff development during the school year.

Article 31 – Lesson Plans

The teacher shall prepare lesson plans on a form prescribed or approved by the principal. The principal determines if a teacher's lesson plan is professional, complete and appropriate.

Teachers have the option of submitting a unit and/or marking period lesson plan, a weekly reflection or samples of student work in lieu of a weekly plan with the approval of the principal.

Teachers shall not be required to submit copies of their tests until such tests have been administered to their students for security purposes. Such tests shall be attached to the next week's lesson plan.

Teachers shall have the principal approve their end of marking period exams prior to administering such exams.

Article 32 – Local and State Mandated Student Assessments

During the 2009-10 school year, a committee made up of an equal number of persons to be appointed by the Deputy Superintendent of Instruction and the Federation President shall be established to review the number of student assessments and/or the paperwork associated with such student assessments.

Article 33 – Notice of Grants Available

Information concerning grants for which teachers may apply will be posted on the school system website.

Article 34 – Principal Interview Committee

If the Federation Building Representative is unable to serve on the Principal Interview Committee, the Federation President shall appoint a teacher from the school to serve on the committee.

Article 35 – Records Day

During the 2009-10 school year, elementary schools shall have 1 full Records Day at the end of each marking period. Beginning with the 2010-11 school year, elementary schools shall be scheduled for 3 full Records Day during the school year.

During the 2009-10 school year, middle and high schools shall be scheduled for 1 full Records Day at the end of the second and fourth marking periods. Beginning with the 2010-11 school year, middle and high schools shall be scheduled for 1½ Records Day during the school year.

Meetings shall not be scheduled during Records Day.

During the final marking period, elementary teachers shall not be required to submit roll books, CUM cards/folders or report cards until the morning of the last Records Day.

During the final marking period, middle and high school teachers shall submit their final grades at the end of each exam day. All other records shall be submitted on the morning of the last Records Day.

Article 36 – School Improvement Plan

Teachers shall be informed of modifications and/or revisions that are made during the school year.

Article 37 – Special Education

The reference “PL-105-17” was changed to “current federal regulations.”

Special education teachers shall be provided with copies of teacher manuals for texts which their students use to be utilized as a supplemental source for differentiation of instruction.

Special education teachers shall have the option of determining what type of lesson plans they shall develop for use with the students, with their principals’ approval.

In the event there is a non-certified special education teacher, the development of the IEP’s shall be assigned in an equitable manner to the appropriate certified members of the department.

The principal shall provide adequate time for the special education teacher to complete the development of a student’s IEP within 5 work days immediately preceding the anniversary date.

The Board agrees to work toward reducing special education paperwork where possible.

Special education teachers shall have computers with an operating system compatible with Infinite Campus or the current student information system with internet access.

Article 38 – Student Discipline

Each referral of a student disciplinary problem shall be in compliance with the discipline policy and PBS.

In an emergency, the teacher may personally bring the student to the office, but shall forward the Student Referral Form electronically to the office prior to the end of the work day.

The teacher shall have the ability to print a copy of the electronic Student Referral Form prior to submission.

La. R.S. 17:416, state statute concerning the removal of students from class, is contained in the contract which states:

“When a pupil’s behavior prevents the orderly instruction of other pupils or poses an immediate threat to the safety or physical well being of any pupil or teacher, when a pupil exhibits disrespectful behavior toward the teacher such as using foul or abusive language or gestures directed at or threatening a pupil or teacher, when a pupil violates the school’s code of conduct, or when a pupil exhibits other disruptive, dangerous, or unruly behavior, including inappropriate physical contact, inappropriate verbal conduct, sexual or other harassment, throwing objects, inciting other pupils to misbehave, or destroying property, the teacher may have the pupil immediately removed from his classroom and placed in the custody of the principal or his designee.”

The action(s) taken in regard to a student who is sent to the office may include but shall not be limited to counseling and problem resolution.

Each principal shall administer disciplinary action to students in a consistent fashion in accordance with the Student Services Policies and Procedures and PBS.

The terms "assault" and "battery" are defined.

The teacher shall submit an electronic Student Referral Form for students who use a device to capture a picture, video or audio or send a message in a teacher's class without the knowledge and consent of the teacher.

Instances of non-compliance of any of the student discipline offenses outlined in this Article shall be referred to the Regional Assistant Superintendent for investigation.

Upon a teacher's request, the administrator responsible for a student's discipline shall meet with the teacher to address any concerns the teacher may have regarding the student's behavior, review the student's overall disciplinary record and discuss appropriate interventions.

Teachers shall comply with laws governing mandatory reporting of child abuse and neglect.

Article 39 – Student Grades

During the marking period when LEAP, I-LEAP or GEE testing occurs teachers shall be required to provide a minimum of 7 major objective grades and 6 participation grades. During the other marking periods, teachers shall be required to provide a minimum of 8 major objective grades and 6 participation grades. An Interval Assessment grade shall qualify as an objective grade.

Teachers shall not be required to provide an objective grade during the week of end of marking period exams when the students only meet for 2 full class periods.

Teachers shall enter grades as earned during the marking period and shall have all grades entered prior to the time the electronic window closes.

If an agreement cannot be reached between the principal and the teacher regarding the value assigned to the different components/questions on teacher made tests, the final decision will be made by the Deputy Superintendent of Instruction.

No teacher shall be assigned as the official school test coordinator at any school for state standardized testing purposes.

In those instances where a handwritten progress report is used instead of a report card, the teacher shall not be required to complete such report sooner than 2 work days prior to report card distribution.

Article 40 – Calendar

The calendar shall include the equivalent of the following days:

Elementary – 4½ staff development days, 1 classroom set-up day, 3 records days, 1 parent conference day

Middle/High – 4½ staff development days, 1 classroom set-up day, 1½ records days, 1 parent conference day

The calendar for the 2010-11 school year has been developed and agreed upon during negotiations.

Article 43 – Duty Free Lunch

This Article was created for easy identification purposes and there were no changes to the existing language.

Article 44 – Exit Survey

Exit interviews with teachers who leave the school system shall be conducted in accordance with state law/regulation.

Strategies for retaining teachers shall be developed based upon the results of the exit interviews.

Upon request, the Federation President shall be provided with the results of the exit interviews.

Article 45 – Faculty Lounge

Ninety (90) days prior to the expiration of the Board's contract with the current drink vendor, the Federation shall present the Board with the preference of the employees as to the type(s) of drink vending machines that should be available in the faculty lounges.

Article 46 – Faculty Meetings

Statement regarding the need for faculty meetings is included in this Article. Both parties agree that unnecessary faculty meetings should not be held.

No more and 8 faculty meetings scheduled for the entire faculty outside regular school hours during the school year. Faculty meetings shall not be scheduled during those months when parent conference days are scheduled.

When possible, committee, grade level and department meetings will be held in lieu of faculty meetings.

"Emergency" is defined to mean a sudden, unavoidable occurrence requiring immediate action.

A teacher's attendance at a faculty meeting may be waived by the principal for good cause.

At least 3 days advance notice of faculty meetings whenever possible. The principal will consider any preferences expressed by the teachers regarding the days of the week or dates on which faculty meetings will be scheduled.

Faculty meetings shall not exceed 60 minutes in duration.

Article 47 – Health and Safety

Teachers shall have access to prepare and set-up their classrooms no later than the 5th weekday prior to the 1st teacher workday unless there are extenuating circumstances.

A student who becomes ill and whose return to class would be detrimental to the health and safety of the student and/or others as determined by the principal shall not return to class.

Article 48 – Internal Mail Service

Pertinent information shall be provided to Jefferson Parish Public School System teachers who are based in private and parochial schools.

Article 51 – Parent Conferences

Effective with the 2010-11 school year, the ending and starting time for parent conference days will be changed in an effort to accommodate working parents but the ending time shall be no later than 7:45 p.m.

Teachers may be required to meet with a parent or guardian at a reasonable pre-scheduled time. A teacher shall not be required to attend a parent conference during his duty free lunch.

The principal may allow a parent to observe his child's class with the teacher's consent. The teacher may allow a parent to observe his child's class with the approval of the principal.

Article 52 – Part-Time Employment

Article was previously named "Special Employment". All references of "special employment" have been changed to "part-time employment."

Teachers employed under this provision are not eligible for the perfect attendance stipend.

Article 53 – Planning Time

Planning time shall be used judiciously and appropriately and may include but not be limited to collaborative planning, grade level/departmental meetings, professional development (i.e. Kagan, IBO and WOW/Schlechty) and study groups.

Teachers shall be notified in writing of any meeting, as outlined above, to be held during their planning time in any given school week no later than the close of school on the second to last work day preceding that week. The written notification shall advise the teacher of the purpose of the meeting.

Teachers shall be dismissed at the conclusion of the meeting.

Article 56 – Recording Teacher Attendance

A procedure shall be developed to record the untimely arrival of teachers in a separate location from the regular daily sign-in form.

Article 57 – Relief From Non-Professional Duties

Teachers shall not be required to dispense medication except when specifically trained in accordance with law and who have accepted such responsibility.

Teachers shall not be required to organize the information/records in students' cum folders.

Teachers shall not be required to issue receipts to students for amounts less than \$5.00.

Teachers assigned to after school bus duty shall not be required to stay longer than 30 minutes after student dismissal.

Teachers shall only be required to complete forms that are required by law and/or Board policy and/or to comply with or implement such law and/or Board policy.

Article 60 – School Day

All teachers in all schools who are not serving duty must report 10 minutes before the beginning of the school day and may leave no sooner than 5 minutes after the close of the school day.

Article 61 – School Emergency Procedures and Emergency School Dismissal

Teachers have certain duties and responsibilities for their own safety and security and for that of their fellow employees and students.

Teachers shall be responsible for evacuating students from schools/buildings when so directed by the principal.

In the event students must remain on the campus after an emergency, the principal may ask for a sufficient number of volunteers. If a sufficient number of teachers do not volunteer, the principal shall assign a sufficient number of teachers.

In the event of a disaster or emergency, teachers who are required to stay at the school site to supervise students beyond the normal teacher work day shall be compensated in accordance with state law.

Teachers shall be responsible for carrying out any duties he may have under the school's crisis prevention plan.

Article 62 – Teachers As Substitutes

Teachers who require substitutes shall schedule such through the Board approved substitute provider.

Teachers shall notify the approved substitute provider 60 minutes prior to the normal teacher workday.

The principal shall provide the teachers with the preferred method of notifying the principal of such absences.

Teachers shall maintain an up-to-date emergency substitute folder with no more than 3 days of sufficient assignments.

Due to sudden illness or emergency, if a teacher is late to work or must leave work unexpectedly, the principal shall arrange to have the teacher's class(es) supervised.

Teachers assigned to supervise absent teachers' classes during their planning time shall be compensated \$8.75 for each 30 minutes or less provided the duration of time is at least 12 minutes.

Teachers shall not be required to supervise students regularly assigned to another teacher during their regular instructional period, with the exception of the elementary physical education teachers, who shall be compensated as described above.

Teachers who volunteer to supervise absent teachers' academic classes during their planning period shall be assigned on a rotating basis. If there are no volunteers, the principal shall assign qualified available teachers on a rotating basis.

The principal shall submit the names of those teachers who serve as substitutes in accordance with the procedure developed by the Payroll/Timekeeping Department.

Inclusion shall include but shall not be limited to special education and ESL.

In the event a substitute counselor is not employed for a counselor who is absent for an extended period of time, the other counselors at the school shall assume the duties and responsibilities of the absent counselor and shall be compensated at a rate of \$17.50 per hour. Extended period of time shall be defined as 10 work days.

When a teacher shortage occurs in a middle or high school, the principal shall solicit volunteers to teach the vacant class during their planning periods provided the teacher is certified in the subject area. The teachers who accept the teaching assignment shall be compensated based upon their daily rate of pay. If the teacher who accepts the assignment is absent, such absence shall not effect his compensation unless such absence is more than 5 consecutive days. The school shall process the required paperwork for the teacher filling the position on the 15th and the end of the month.

Article 63 – Teaching Assignments

Principals shall make available to each teacher a form on which to state his teaching assignment preferences.

Principals shall provide their teachers with tentative teaching assignments no later than June 30 unless extenuating circumstances arise and then the principal must inform the teachers by mail of when they can expect their assignments.

Principals shall make a good faith effort to accommodate all requests consistent with a teacher's certification, highly qualified status, training, the best interest of the students and the ultimate responsibility of the principal for academic success.

No middle school teacher shall be assigned more than 3 preparations unless there are extenuating circumstances. No high school teacher shall be assigned more than 2 preparations per semester as long as block scheduling is in effect unless there are extenuating circumstances.

Newly employed teachers or teachers who have been transferred to a new school shall have access to manuals and allowed to take them home to prepare for the upcoming school year. Access shall be granted upon the principal's return to school and the teacher shall sign-out for such manuals and will assume responsibility for such manuals and return them promptly upon request.

The school's master schedule shall be made available for review by the teachers no later than the 11th student attendance day at the beginning of the 1st and 2nd semesters.

Teachers shall have no right to grieve a teaching assignment unless he grieves that such assignment was made for punitive reasons or for improper motive. The teacher must state specific, factual reasons in support of this contention.

Article 64 – Telephone Facilities

Teachers may use school telephones for personal calls when not on duty and provided the use does not interfere with school business.

At least 1 school telephone shall be available for teachers in the faculty lounge or some other appropriate location.

Messages shall be placed in the teacher's mailbox as soon as practical.

Article 65 – Academic/Behavior Intervention Team

Chairperson of A/BIT must be an administrator.

The Board shall seek ways to reduce the workload of the general education teachers as to the collection and reporting of data including but not limited to PROBES, DIBELS and academic/behavioral interventions.

Article 67 – Adapted Physical Education

In the event of extenuating circumstances that requires the selection of case loads to occur at a time different than that determined by the APE teachers, such decision shall be made by the Assistant Superintendent of Special Programs.

An APE teacher with student evaluation responsibilities will have a reduced case load.

An APE teacher who assumes increased responsibilities (e.g., Department Head and Special Olympics Coordinator) will have a slightly reduced case load.

Every effort shall be made to keep APE teachers in their present school/regional settings. APE teachers' assignments may be at the Eastbank or Westbank Region according to vacancies and the need for equalization. When hired after the beginning of the school year, the assigned bank may not be permanent.

Article 68 – Band Directors

The Band Director shall determine and coordinate all activities, including Mardi Gras parades, with the approval of the principal.

Article 69 – Coaches

A coach who is denied reappointment shall receive written notification within 15 work days after the end of the season. If such notification is not received, the coach will be considered tentatively reappointed. The tentative reappointment shall become official if not revoked by July 1 for just cause.

A teacher/coach who is not reappointed shall have the right to appeal to the Assistant Superintendent of Human Resources by submitting a written request for a meeting within 15 calendar days or 10 work days, whichever is lesser, from the day the teacher/coach receives notice of non-reappointment.

A football coach assigned to the elementary P.E. program and coaches at a high school that is scheduled to play an away game at a location which warrants early dismissal as determined by the Director of Athletics shall be dismissed from the elementary school at 12:00 p.m. on those days.

When a freshmen football team is established at a high school, 1 additional assistant coach may be hired as an assistant coach to both the freshmen team and the junior varsity football team. If a high school does not have a freshmen football team, in lieu of having an assistant coach for the freshmen team, an assistant football coach may be hired for the junior varsity football team.

The Board shall provide \$700 to each high school, including Fisher and Grand Isle, and \$400 to each middle school annually to defray the costs associated with transportation, EMS, police and referees for all athletic teams. This amount shall be in addition to that provided by the Board during the 2008-09 school year.

Should the position of Athletic Director exist on the high school level, the principal shall appoint an individual. This position shall not be construed as an evaluative or supervisory responsibility.

Article 70 – Counselors

Counselors shall have access to at least 1 telephone with long distance calling capability.

Counselors shall not be assigned as substitute teachers.

When funds become available, counselors may submit suggestions as to the disposition of such funds for the counseling department.

Every effort shall be made to assign secondary counselors a room for group counseling sessions of 30 students.

Counselors shall be excused from the supervision of homeroom or field trips.

If not contrary to law or state regulation counselors who are assigned to the middle school shall not be required to possess a LPC certificate.

Article 71 – Gifted and Talent Education Teachers

G/T teachers shall attend programs tailored to their areas of expertise on staff development days.

Article 72 – Hospital/Homebound Teachers

Hospital/Homebound teachers are encouraged to teach homebound students in a public facility.

Hospital/Homebound teachers shall be assigned to perform professional duties either at their home base school or by the Coordinator of Hospital/Homebound during the time when they have not been assigned a case load.

Permanent scheduled duty shall not be assigned to a hospital/homebound teacher at his home base school once a case load is established.

If the number of hospital/homebound teachers must be reduced, the teacher shall be transferred from the program in inverse order of seniority, provided the teachers who are retained are dually certified (general and special education as well as multiple certifications in grade levels) and the appropriate number of elementary and high school teachers are maintained according to the students in the program.

A vacancy case load shall be equitably distributed so that the affected hospital/homebound teachers' case load shall be in accordance with federal and/or state regulation. The Coordinator shall seek volunteers to fill the vacancy case load. In the event that all cases are not distributed, cases will be assigned to the qualified hospital/homebound teachers with the lowest case loads until all teachers have reached maximum case load. Once hospital/homebound teachers have reached maximum case loads, the Coordinator shall seek volunteers to assume a portion of the vacancy case load for supplemental pay to work with students after hours.

Article 73 – Kindergarten

Kindergarten teachers have the right to recommend that a student who has not mastered the minimal kindergarten skills be referred to A/BIT.

Kindergarten teachers shall determine the schedule for the testing of students provided the schedule shall be within the timeline established by the Deputy Superintendent of Instruction.

Representatives of the JFT Kindergarten Committee shall have the right to meet with the Assistant Superintendent of Early Childhood and Elementary Education.

Article 74 – Librarians/Media Specialists

Librarians shall not be used as substitutes.

If the Board determines that the number of librarians shall be reduced, librarians shall have the option to be transferred from the program in inverse order of seniority or be absorbed into the faculty of their present school provided there is a vacant teaching position at their present school for which they are certified.

The policies and procedures for the library shall be in accordance with Bulletin 1134.

A committee shall be established when the Board determines it is necessary to revise the JPPSS Librarian Procedural Manual and at least ½ of the members of the committee shall be librarians.

Librarians shall have the option of denying a class access to the library when there is a substitute teacher unless such class was scheduled to have access to the library.

Article 76 – Pupil Appraisal Personnel

PAP shall consist of Intervention/Evaluation Coordinators (I/EC, social workers, educational diagnosticians and school psychologists).

Prior to embarking on a home visitation during the regular school day, PAP shall inform the principal of their departure and that the same has been approved.

Intervention/Evaluation Coordinators shall have 2½ hours per week for staff development and/or staffing.

PAP who require continuing education to maintain licensure/certification shall be allowed up to a maximum of 2 professional leave days per school year. Additional days may be approved at the discretion of the supervisor.

PAP, child search and personnel records in region/central special programs offices shall be kept in locked files.

Equitable distribution of case loads for PAP shall be based upon use of yearly reviewed school rating formula and state guidelines (public and private).

Intervention/Evaluation Coordinators and School Social Workers' A/BIT tracking sheets/logs shall be utilized to determine equitability. Case loads shall be adjusted as necessary.

In the event of extenuating circumstances that requires the selection of case loads to occur at a time different than that determined by PAP, such decision shall be made by the Assistant Superintendent of Special Programs.

Any certified employee shall have the right to apply and be hired for a Child Search position. The work year for a Child Search position shall be the regular teacher work year and extended employment as determined by the Assistant Superintendent of Special Programs.

Administrators should provide support which will enable PAP to provide appropriate professional services in determining, according to A/BIT guidelines, the legal, ethical and professional standards/guidelines.

PAP shall adhere to A/BIT guidelines according to the data collected which shall determine appropriate services for students.

Article 77 – School Nurses

Nurses who are members of the Executive Board and/or Committee of the LSNO shall be allowed up to a maximum of 2 professional leave days per school year to attend meetings/conferences. Additional days may be approved at the discretion of the supervisor.

Nurses who attend the Annual Professional Growth Seminar of the LSNO shall be allowed up to a maximum of 2 professional leave days per school year. Additional days may be approved at the discretion of the supervisor.

Article 78 – Speech-Language Pathologists

Name changed from “speech pathologists” to “speech-language pathologists.”

At the close of the school year, speech-language pathologists shall have the right to select their schools from those presently assigned or from a list of available schools.

In the event of extenuating circumstances that requires the selection of case loads to occur at a time different than the end of the school year, such decision shall be made by the Assistant Superintendent of Special Programs.

Every effort shall be made to keep speech-language pathologists in their present school/regional settings. Assignments may be at the eastbank or westbank region according to vacancies. When hired after the start of the school year, the assigned bank may not be permanent.

If a speech-language pathologist vacancy exists, supplemental pay shall be provided for the completion of entire cases or components. A speech-language pathologist who fills a vacancy shall assume the following responsibilities, including but not limited to, A/BIT, crisis intervention, discipline issues, RAP, IEPs etc. Compensation for filling a vacancy will be at the same rate as teachers as substitutes.

Supplemental cases shall be assigned as follows: Volunteers ranked by seniority, cases equalized among volunteers, cases offered in chronological order, reasonable attempts to cluster cases by schools, and volunteers choose cases. In the event there are an inadequate number of volunteers, each speech-language pathologist will be given a case to complete beginning with the least senior. Speech-language pathologists shall not transfer cases. Upon completion of cases, the speech-language pathologist shall submit a supplemental pay time log. Payment shall be contingent upon the case/therapy is complete, compliant and disseminated by the Assistant Coordinator of Speech-Hearing-Language Services. Every effort shall be made by the Assistant Coordinator to submit the compensation forms no later than the 5th business day of the next month.

Article 79 – Teacher of the Year

Nominations for Teacher of the Year shall be solicited from the faculty and final selection shall be made through a secret ballot of the teachers. The Federation Building Representative shall observe the tally of the ballots.

Article 81 – Driver’s Education

Upon Board approval of an increase in student tuition, the Deputy Superintendent and the Federation President shall meet to seek consensus on increasing the rate of compensation.

Upon completion and submission of the appropriate paperwork as required by the program, Driver Education Instructors shall be paid every 2 weeks, the first no later than the end of the 3rd week.

Article 82 – Early Intervention Program

Every effort shall be made to provide the counselors/social workers in this program with an office for quiet, uninterrupted, confidential interchange.

Counselors/social workers in this program shall be provided with a private telephone, answering machine and locking file cabinet.

Counselors/social workers in this program shall have access to all office equipment, including but not limited to the copier, fax machine and printer.

Itinerate counselors/social workers in this program shall only be required to serve on A/BIT at their home base school.

Counselors/social workers in this program shall not be assigned as Testing Coordinators.

Counselors/social workers in this program and/or special education social workers shall coordinate all activities of any outside mental health agencies.

Counselors/social workers in this program shall coordinate TASC and FINS paperwork.

Article 83 – In-School Suspension Program

The in-school suspension teacher shall supervise after school detention.

When no students are assigned to the ISSP classroom or after school detention, the in-school suspension teacher shall perform professional duties as assigned by the principal.

Article 84 – Instructional Associates Program

Seven (7) instructional associates shall be employed in the program.

One (1) alternate shall be chosen and shall be moved into a position if a vacancy occurs within the first 20 work days at the beginning of the school year.

Instructional Associates shall have 19 additional days of employment each school year.

The committee that regulates the program shall be composed of 2 instructional associates, 3 individuals appointed by the Deputy Superintendent and 1 individual appointed by the Federation President.

Article 85 – Pilot Programs

A pilot program shall be a unique program implemented school-wide at a particular school in order that its merit or validity might be assessed, such as TAP and Middle School Concept.

Prior to the implementation of a pilot program 75% of the affected teachers must vote in the affirmative by secret ballot.

Article 86 – Pre-Kindergarten

Pre-K social workers should be afforded appropriate time for staff development, staffing cases and peer consultation.

Pre-K social workers shall be reimbursed for materials, supplies and/or equipment in accordance with the Teacher Supplies Article.

Pre-K social workers shall have access to computers at their office site.

Pre-K social workers shall not be assigned duty, substitute responsibilities or other disciplinary duties.

Every effort shall be made to provide pre-k social workers with office space for quiet, uninterrupted, confidential interchange.

Pre-K social workers shall be provided with a private telephone, answering machine and locking file cabinet.

Pre-K social workers shall have access to all office equipment, including but not limited to the copier, fax machine and printer.

Article 87 – Specialty Schools

Teachers who are required to sign contracts at specialty schools (IBO, Montessori, extended school year, TAP and arts) shall be provided with a written document outlining all of the requirements that the teachers are expected to fulfill in regard to the school/program no later than 5 work days prior to the execution of the contract.

Teachers shall be provided with a copy of the signed contract upon execution of such contract.

Article 88 – Summer School

Teachers employed for summer school registration shall be compensated within 2 weeks of the conclusion of registration.

Teachers who attend training or preparation for summer school and summer school programs shall be compensated within 2 weeks of the conclusion of such training or preparation.

Teachers employed in summer school programs shall be compensated at an hourly rate of \$30.00.

Upon the Board's approval of an increase in the student tuition, the Deputy Superintendent and Federation President shall meet to seek consensus on increasing the rate of compensation.

Beginning with the summer of 2010, a bi-annual rotating eligibility system shall be utilized for staffing the K-3 reading and math initiatives summer program, the GEE remediation summer program and/or the LEAP remediation program. Teachers must be certified for the subjects which they taught the preceding school year and have a satisfactory evaluation. If these teachers do not fill the positions, such will be made available to other certified teachers who have a satisfactory evaluation.

Article 89 – Westbank Community School

Teachers shall be trained in Social Responsibility Training.

Certified teachers assigned to this school shall receive an annual stipend of \$1,200.00.

Article 90 – Absences Due to Injuries in the Course of Employment

Teachers who are injured or disabled as a result of an assault or battery by any student or other person shall receive leave without reduction in salary and sick leave days.

Teachers who are injured or disabled as a result of physical contact with a student while providing physical assistance to a student to prevent danger or risk of injury to the student or others shall receive sick leave for a period of 1 year without reduction in pay and accrued sick leave days.

Sick leave earned during the period of disability as outlined above shall not be accumulated from year to year.

Teachers who are injured or disabled while working in their official capacity are entitled to benefits in accordance with the Workers' Compensation Law.

Teachers entitled to leave under this Article shall also be entitled to medical benefits.

Teachers injured on duty shall report the injury immediately to the principal who shall provide the teachers with all appropriate forms and information on the different options for workers' compensation.

The Board shall maintain all insurance benefits for a teacher on leave under this Article.

Article 92 – Family Medical Leave Act

FMLA shall run concurrent with any other leave provided by this Agreement which is applicable.

Article 93 – Incidents of Assault & Battery

A teacher who is the victim of assault or battery shall report such to the principal, who will make a written report to the Superintendent.

When a teacher is the victim of assault or battery, the principal shall take appropriate action which may include calling for the assistance of police or other authorities and excluding any student allegedly committing the assault or battery and recommending him for appropriate disciplinary action.

The terms "assault" and "battery" are defined in this Article.

Article 95 – Military Leave

Teachers who are members of the armed forces are entitled to leave of absence without loss of pay, time or annual leave for a period not to exceed 15 days in any 1 calendar year.

Teachers, who are members of the armed forces and are called to active service for a period in excess of 15 days, shall be granted military leave without pay or benefits. Within 30 days after discharge, the teacher must apply for reinstatement.

Teachers embarking on military leave shall be eligible to maintain their insurance coverage(s) until such time as the teachers report for military duty.

Article 96 – Personal Trauma Leave

Immediate family will include step-grandparents and step-grandchildren.

Article 97 – Professional Leave

A teacher on an Intensive Assistance Plan (IAP) may be required by the principal to utilize a professional leave day related to the area in which he needs improvement and may be required to give a written report.

Article 100 – Sick and/or Emergency Leave

Teachers who have perfect attendance over a full semester shall be eligible to receive a \$250.00 supplemental check or \$250.00 in supplies.

Article 103 – Crisis Team Members/Coordinators

Individuals on the crisis team shall be compensated in accordance with teachers as substitutes when required by their supervisor to perform duties outside the normal teacher work day.

Article 104 – Department Head/Grade Chairperson

Middle schools with fewer than 5 teachers in a department but a minimum of 15 sections within a department shall meet and submit to the principal a list of 3 names to serve as Department Head. The principal shall appoint a Department Head from the list of 3 names submitted.

Middle schools that have 15 or more sections of reading classes, the teacher appointed as the Department Head shall receive a stipend of \$150.00 per semester plus \$15.00 per additional 5 sections per semester not to exceed \$345.00 per semester.

Article 105 – Ranking Teachers

Teachers who serve as the ranking teacher shall be compensated \$90.00 per day in addition to their daily rate of pay.

The principal shall provide an overview of the duties and responsibilities associated with the position of ranking teacher to the teacher(s) appointed to the position.

Article 106 – School Based Committees

Teachers who serve as the Section 504 Coordinators shall receive a stipend based upon the following: \$250.00 per semester if based at a kindergarten center or special school, \$400.00 per semester if based at a school without an assistant principal and \$500 per semester if based at a school with an assistant principal.

The principal shall make every effort to relieve teachers who serve as Lead Facilitator of Act 1903 from homeroom and/or duties such as bus, recess and lunch supervision or be assigned an extra planning period per week. Teachers who serve as Lead Facilitator of Act 1903 shall receive a stipend based upon the following: \$175.00 per semester if based at a kindergarten center or special school, \$225.00 per semester if based at a school without an assistant principal and \$275.00 per semester if based at a school with an assistant principal.

Teachers who serve as DIBELS Lead Facilitator shall receive a stipend based upon the following: \$150.00 per semester if based at a school without an assistant principal and \$225.00 per semester if based at a school with an assistant principal.

Article 107 – Technology Coordinator

A classroom teacher who serves as the school's Technology Coordinator shall be compensated at the same rate received during the 2008-09 school year.

This Article does not apply to teachers who are assigned as the full-time coordinator for the 1 to 1 Laptop Program at individual school sites.

Article 110 – Extended Employment

Newly employed teachers who attend the inservice training shall be compensated no later than 10 work days after such training occurs, unless extenuating circumstances make it unreasonable or impractical.

Article 113 – Incentive Pay

The Board and the Federation shall meet 60 days following a determination by the Department of Education that a school is "academically unacceptable" under the Louisiana Accountability Program in order to determine if additional compensation will be provided for teachers assigned to such school.

The Board and the Federation will meet to determine whether staffing problems or critical teacher shortage at any particular school warrants the payment of additional compensation for fully certified teachers in order to staff such schools.

Article 114 – JFT Health and Welfare Fund

During the 2009-10 school year, the Board shall contribute \$350.00 per school year for each bargaining unit employee.

Beginning with the 2010-09 school year, the Board shall contribute \$400.00 per school year for each bargaining unit employee.

Article 115 – Paychecks

The Board shall make every effort to provide the newly employed teachers who begin work on the first teacher work day with the option to receive 21 or 25 paychecks with the first check being issued on August 31st.

Article 116 – Salary

The salary schedule for the 2009-10 school year shall be as it appears in Appendix A.

Article 117 – Teacher Supplies

Teachers shall be reimbursed \$40.00 per semester for teaching materials and/or registration fees for pre-approved professional development conferences/workshops, including sales tax, provided the teachers submit appropriate receipts.

Receipts must be submitted no later than April 30th.

Appendix A – Certified Teacher Salary Schedule

For the 2009-10 school year, the salary schedule will be increased by the sum of \$300.00 to be paid in a single lump sum check issued on November 20, 2009.

For the 2010-11 school year, the salary schedule will be increased by the sum of \$500.00.

Appendix C – Coaches

Athletic Directors at the high school shall be compensated on Lane IV. Athletic Directors at the middle school shall be compensated on Lane VI.

High school Assistant/JV Basketball coaches shall be compensated on Lane IV.

The following terminology changes were made throughout the Agreement:

"Assistant Superintendent of Personnel" changed to "Assistant Superintendent of Human Resources"

"Nine weeks" changed to "marking period"

"Personnel Department" changed to "Human Resources Department"

"Regular education" changed to "general education"

"School Building Level Committee (SBLC)" changed to "Academic/Behavior Intervention Team (A/BIT)"

"Special education" changed to "special programs" in certain Articles

"Teacher assistant" changed to "paraeducator"