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## ARTICLE I

### RECOGNITION AND DEFINITIONS

#### 1.1 RECOGNITION

The Vermilion Parish School Board, Vermilion Parish, Louisiana, (hereinafter referred to as the (Employer or the Board) recognizes the Vermilion Association of Educators, LAE-NEA (hereinafter referred to as the Association or the VAE,) as the sole and exclusive bargaining representative with regard to wages, hours and conditions of employment, including fair and equitable treatment, of all full-time, non-administrative **certified** and classified employees (hereinafter referred to as the Employee or Bargaining Unit Member).

All employees of the Vermilion Parish School Board shall be considered Bargaining Unit Members except the following positions:

Superintendent, Assistant Superintendent(s), Legal Counsel, Chief Financial Officer, Principals, Assistant Principals, Supervisors, Coordinating Supervisors, Information Systems Manager(s), Administrative Assistants to the Superintendent and the Assistant Superintendent(s), Special Education Coordinators, Special Education Assessment teachers, Social Worker(s), Psychologists, Audiologist(s), Special Education Lancer Data Manager, Parish-wide Facilitators, School-based Curriculum Facilitator(s), Accounting Coordinators, Accountants, Purchasing Agent, Sales Tax Coordinator, Coordinator of Computer Center, Data Entry Coordinator, Classroom Technology Specialist, Classroom Technology Coordinator, Maintenance Manager, Transportation Shop Manager, Bus Driver/Attendants, and Cafeteria Managers.

Should a new job classification be established or an existing position be reclassified and the classification or reclassification does not require recommending the hiring, firing, disciplining and/or evaluating of members of the bargaining unit, the members of such job classification(s) shall be part of the bargaining unit. (The provision outlined in this paragraph shall apply prospectively to new positions created after August 2004.)

For the purposes of this agreement, teacher assessors involved in the evaluation of new teachers through the Louisiana Teachers' Assistance and Assessment Program (LaTAAP) shall be included in the above definition as bargaining unit members. Their involvement in the program is strictly voluntary and does not impact the local evaluation system once the state has granted certification.

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

In the event there is a position title change of any job class in the Bargaining Unit, said position shall remain part of the Bargaining Unit during the term of this Agreement.

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

Notification of any re-classification or position title change shall be submitted to VAE in writing before any changes occur.

The exclusive rights granted to the Association in this Agreement shall not be extended to any competing employee organization during the duration of the Agreement. However, no later than ninety (90) calendar days prior to the termination of Agreement any group of individuals or any organization representative may request the American Arbitration Association

to conduct a check of the validity of employees' signatures indicating that forty (40) percent of the employees covered by this Agreement desire to be represented by any other organization.

Within ten (10) work days of receipt of the signatures, the American Arbitration Association will determine and certify the validity of the signatures, and whether or not the required percentage for challenge has been met. The parties to the election (the Board, the Association and the challenger) shall meet as soon as possible with the American Arbitration Association to prepare for the election in accordance with the rules and procedures which have been ordered by the American Arbitration Association. The American Arbitration Association will govern the conduct of the representation election. Costs for all proceedings will be come by the challenging party.

The exclusive recognition granted herein does not preclude individual employees from presenting concerns and suggestions to their administrators/supervisor.

## **1.2 DEFINITIONS**

### **A. Employee**

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

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

2. Full-Time: An Employee who is employed in a job classification for at least fifty (50) percent or more of the normal work day/week/year for that job class.

3. Part-Time: An employee who is employed in a job classification for less than fifty (50) percent of the normal work day/week/year for that job class.

4. School Year Bargaining Unit Members: Bargaining Unit Members employed to work at least one hundred eighty-two (182) days and whose employment follows the school calendar.

5. Full Year Bargaining Unit Members: Bargaining Unit Members employed to work on a twelve month basis.

6. Permanent Substitute: An Employee who is employed full-time but required to fill any full or part-time position while the regular Bargaining Unit Member is absent or on approved leave.

### **B. Days**

The term days when used in this Agreement shall, except where otherwise indicated, mean working days.

### **C. Superintendent**

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

### **D. Employer**

The term Employer, Board or Board of Education shall indicate the Board of Education.

### **E. Association**

The term Association or VAE shall indicate the sole and exclusive bargaining representative.

## **ARTICLE 2**

### **FRAMEWORK FOR COLLECTIVE BARGAINING**

#### **2.1 NEGOTIATIONS PROCEDURES**

A. Negotiations shall take place in private.

B. Either negotiations team may call a caucus at any time in the negotiations.

C. Neither party shall cause to be known or disclose publicly the substance of any proposal or counter-proposal made during dim negotiations. Each party shall be responsible in its press relations.

D. There shall be no electronic recording equipment or listening devices used during negotiations.

E. All proposals and counter proposals shall be in writing and in the form tendered for inclusion in the contract if agreed upon.

F. Each section of the proposed contract agreed to by both negotiating teams shall be reduced to writing and the agreed upon language shall be initialed by the spokesperson for the Employees and spokesperson for the Board. The signing of items by the spokespersons shall signify tentative agreement subject to ratification of the total agreement by both parties. Arguments on any items and or discussions related to the negotiations which have not been initialed have no validity.

G. Items withdrawn shall be initialed by both parties and shall remain invalid.

H. Any issue raised through the initial proposal presentation or subsequent counter proposals by either party shall be a subject of discussion during bargaining.

I. Negotiations shall be mutually scheduled. When negotiations are conducted during regular work hours, released time shall be provided for the Association's Negotiating Team Members.

J. The parties shall commence bargaining for a successor agreement on or before the first week in March of the year in which the contract expires and until an impasse is declared by either the Association or Board.

K. Changes in format, reorganization, renumbering and/or re-lettering shall be a matter of mutual agreement.

#### **2.2 IMPASSE RESOLUTION**

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

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

## **ARTICLE 3**

### **GRIEVANCE PROCEDURE**

#### **3.1 DEFINITIONS**

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

Any claim by the Association or Bargaining Unit Member or group of Bargaining Unit Members, that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement, or alleged violation of the right to due process.

##### **B. DAYS**

All time limits consist of calendar days with the exception of holidays.

#### **3.2 PROCEDURES**

Should the Employee request representation by the Association at any level of the procedure outlined below, including an informal conference, the Association shall have the opportunity to be present at the hearing. The parties acknowledge that an Employee, his/her VAE representative, and the Employer may resolve problems through free and informal communications. Any and all disputes arising under the terms and provisions of this Agreement or involving its interpretation shall be resolved in accordance with the grievance procedures established herein.

##### **INFORMAL CONFERENCE**

Any Employee with a complaint, problem or possible grievance shall schedule an appointment with the administrator whose action he/she is questioning in order to attempt to informally resolve any differences. No administrator shall refuse to informally meet with an Employee at a mutually agreed upon time. If the action being disputed or the complaint is not resolved at the informal conference, it may be submitted in accord with Step I of the formal Grievance Procedure.

Nothing in this article shall be construed as making the informal conference part of the grievance procedure established in this Agreement and no decision made in an informal conference shall establish prior practice or precedent.

##### **Step I**

If the grievant is not satisfied with the results of the informal conference, within twenty (20) working days of the occurrence of the event or when the grievant should have reasonably been aware of the events giving rise thereto, the grievant may submit the grievance in writing on the appropriate form (Appendix B) to the administrator whose action is being questioned. The administrator will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association Representative, the grievant, and the immediately involved administrator shall be present at the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the administrator's written response, including the reason for the decision.

##### **Step II**

If the grievance is not resolved at Step I, then the grievant and the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The appeal to the Step I decision must be made in writing stating the grievance and the relief sought as submitted in Step I. The Superintendent/designee shall arrange, with the Association representative and grievant for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within five (5) days of the meeting, the grievant and Association shall be provided with the Superintendent's/designee's written response, including the reasons for the decision.

##### **Step III**

If the grievance is not resolved at Step II, then the grievant and Association may refer the grievance to the Board within fifteen (15) days after receipt of the Step II written decision. The grievance appeal, including the relief sought, shall be submitted in writing on the appropriate form as submitted in Step II. Upon receipt of the written appeal the Board shall hear the grievance within fifteen (15) of the Board's receipt of the appeal. Within five (5) days of the meeting, the Association and grievant shall be provided with the Board's written disposition of the grievance either affirming or denying same and the reasons for the decision.

Should the employee refuse representation by the Association, the Association shall have the opportunity to be present at the hearing and present its views on the issue at hand.

##### **Step IV**

In the event the grievance, as presented in Step III, is not resolved and/or the relief sought is not granted, the grievance may be appealed to binding arbitration as hereinafter established. The Association shall notify the Board in writing of its desire to appeal to arbitration within fifteen (15) work days subsequent to the date of receipt of the third (3rd) step decision.

#### **ARBITRATION PROCEDURE**

A request for arbitration shall set forth the grievance and the relief sought as submitted in Step III. In the event the Board has asserted that the dispute contained in the request for arbitration is not arbitral, the question of arbitration shall be determined by a court of competent jurisdiction. The cost of such court determination shall be borne by the Board.

If a final judgment of a court has determined that a request raises arbitral issues, the court's decision shall specify in reasonable detail the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon the issues specified in such final court judgment and the arbitrator shall have no authority or jurisdiction to consider issues other than those specified.

Once it has determined that the grievance raises arbitral issues and has directed arbitration of the issues, the parties shall endeavor to mutually agree upon an arbitrator. If the parties fail to agree upon an arbitrator, they shall jointly request the American Arbitration Association to furnish a panel of five (5) capable arbitrators. Each party shall have the right to reject one (1) panel so submitted. The party requesting arbitration and the Board representative shall alternately strike two (2) names from the agreed panel, and the remaining individual shall be the arbitrator. The fees and the expenses of the arbitrator shall be borne by the losing party. Should the grievance be affirmed in part and denied in part, the fees and expenses of the arbitrator shall be borne equally by both parties.

The arbitrator shall issue his decision no later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, by mutual agreement, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and set forth the arbitrator's opinion and conclusions on the issues submitted.

The decision of the arbitrator as set forth shall be restricted to a determination of whether or not there has been a violation of the Agreement as alleged in the written grievance. He shall limit himself to the issues submitted to him and shall have no authority in any case to add to, subtract from, or alter in any way any provision of this Agreement. The decision of the arbitrator shall be binding on both parties.

### **3.3 BYPASS**

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

### **3.4 CLASS GRIEVANCE**

If in the judgment of the Association, a grievance affects a group or class of members of the Bargaining Unit, the Association may submit the grievance in writing to the Superintendent and the process of such grievance shall be initiated directly with the Superintendent with his/her designee upon mutual agreement of the parties.

### **3.5 NO REPRISALS CLAUSE**

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

### **3.6 RELEASED TIME**

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

### **3.7 FILING OF MATERIALS**

All grievance documentation shall be maintained separately in the Personnel file of the Employees.

### **3.8 GRIEVANCE, WITHDRAWAL**

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

### **3.9 NO WRITTEN RESPONSE**

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

### **3.10 EXPEDITED ARBITRATION**

By mutual agreement, Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

### **3.11 COURT REPORTER**

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

### **3.12 POSTPONEMENT**

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

### **3.13 SETTLEMENT**

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

### **3.14 WORK CONTINUANCE**

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

## **ARTICLE 4**

### **EMPLOYEE RIGHTS**

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

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

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

Nothing contained within this Agreement shall be construed to deny or restrict any Employee rights the Employee may have under any State or Federal Law.

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

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

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

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

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

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

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

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

#### **4.7 USE OF EQUIPMENT AND FACILITIES**

At each school site existing workable typewriters, duplicating and copying machines, thermofax and laminating machines, and computers shall be made available to aid Employees in the proper execution of their assigned duties.

The Board recognizes and accepts its responsibility to maintain properly the equipment cited above, within fiscal limitations.

## **ARTICLE 5**

### **VAE RIGHTS**

#### **5.1 VAE MATTERS - BOARD AGENDA**

The Association shall have the right to speak at any public Board meeting on any issue which is scheduled for Board consideration. The Board shall place on the agenda, at each regular Board meeting any matter(s) brought to its attention for its consideration by the Association so long as these matters are made known in writing to the Superintendent ten (10) working days prior to the regular meeting. This request shall include the topic of the presentation.

#### **5.2 BOARD MEETINGS - NOTIFICATION**

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

#### **5.3 BOARD OF EDUCATION AGENDA MAILED TO VAE REPRESENTATIVES**

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

#### **5.4 BOARD MINUTES - ASSOCIATION COPIES**

The VAE, shall be provided with a copy of the official minutes of each Board meeting as soon as available. The minutes shall be made available to the president of the Association.

#### **5.5 PERTINENT INFORMATION - ASSOCIATION**

Upon reasonable request, the Board shall provide the VAE, with records and data necessary for it to adequately provide representation in collective negotiations or in processing a specific grievance. Such records and data shall not include working papers or internal administrative communications. Authorization for release of personnel information by an Employee shall be made in writing.

The Board shall provide copies of financial reports and audits, a computer disk of all personnel, if available, listing names, addresses, telephone numbers, job title and location; public budgetary data; names, addresses, seniority and experience credit of all Bargaining Unit Members; compensation paid thereto; and all other public information which the Association requests of the Board. The Association agrees to pay the usual and customary fee for computer disk(s).

Upon request, the Board agrees to provide to the Association updated information, as cited above, of all newly hired Employees.

#### **5.6 ASSOCIATION ANNOUNCEMENTS**

Announcements of VAE, business may be placed on Association bulletin boards provided such announcements have no impact on the student body.

#### **5.7 ASSOCIATION VIEWS - STUDENT'S PRESENCE**

The Associations view on matters relating to supervisor-employee relationships shall not be discussed in the presence of students.

#### **5.8 VAE LEAVE**

In the event that the VAE desires to send representatives to attend conferences/ conventions, workshops, or committee board meetings conducted by the local, state or national Associations, the Board shall provide professional leave without loss of salary for a total of twenty-five (25) aggregate days per fiscal year providing:

1. The selected representative has not exceeded ten (10) days absence due to illness/personal emergency;
2. The Association reimburses the Board for the cost of the day-by-day substitutes; or,
3. Representatives obtain their own substitutes from the approved substitute list at no cost to the Board.

Twenty-five (25) aggregate days in any fiscal year contract period may be used for such purposes. Written notice for leave must be submitted to the Superintendent at least five (5) days prior to the requested date of absence.

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

After ratification of the Agreement by the Board, the VAE shall provide the Board with a typed and proofed copy of the Agreement for approval. The Board and the Association shall share equally the cost of printing the Agreement. Copies of the contract agreement shall be printed for each school library or teaching facility, each VAE representative at each school site, every site administrator including the Superintendent and Assistant Superintendents, all eight (8) school board members (including new members when elected), and 10 copies each for VAE and the Board.

#### **5.10 UNIFORM APPLICATION**

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

#### **5.11 VAE - MANAGEMENT MEETINGS**

The VAE and the Superintendent/designees, agree to meet monthly at a mutually agreeable time to discuss matters of mutual concern.

#### **5.12 VAE - ADMINISTRATION MEETINGS**

The VAE, representatives and building level supervisor shall meet monthly, at the request of either party, on a mutually agreeable date and time to discuss school plant operations. Such meetings shall not be utilized to resolve pending grievances.

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

At least ten (10) days before the Board changes any existing written policies or written procedures which affect the Employee's wages, hours or other terms and conditions of employment, they shall notify and shall meet with the VAE for the purpose of fully explaining and discussing all such changes.

#### **5.14 EMPLOYEE ASSOCIATION ORIENTATION**

The VAE and the Employer agree that twenty (20) minutes will be made available during an opening of school faculty meeting, department meeting, or new teacher orientation for recruitment purposes.

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

The Board agrees to allow representatives of the Association to have reasonable access to the premises of the Board outside of regular school work hours. Request for space in which to hold meetings shall be made by a designated Association representative to the Superintendent at least five (5) days prior to the scheduled time of the meeting. If the faculty is unavailable another facility will be provided. Requests are subject to security and custodian regulations and shall not interfere with the performance of duties assigned to the Employees.

#### **5.16 BUSINESS BY VAE REPRESENTATIVES ON SCHOOL PROPERTY**

If a representative of the VAE, desires to visit a school/work site for the purpose of conferring with a Bargaining Unit Member, such representative(s) shall first report to the administrative office and make their presence known to the proper official for approval. Such conferences may take place in the faculty lounge but shall not interrupt an Employees assignment.

## **5.17 BULLETIN BOARD, MAIL FACILITIES, AND MAIL BOXES**

The Board shall provide the VAE with one (1) bulletin board at each work site in a place normally accessible to members of the unit.

Official representatives of the VAE shall have the right to place Association materials, newsletters and notices in the mailboxes of members of the Unit only during non-instructional, non-duty periods. As a matter of courtesy, a copy of all materials distributed as described above shall be given to the building administrator no later than the time it is distributed. Both parties understand that the school setting during the course of the school day will not be used to publicly advertise labor disputes.

## **5.18 PARISH INTER-SCHOOL MAIL**

The VAE may use the parish Inter-School Mail service for distribution purposes.

## **5.19 VAE PRESIDENT RELEASE TIME**

Any member of the Unit who is elected President of the VAE will, upon proper applications, be granted a one (1) year leave of absence without pay for the purpose of accepting the position. Such leave shall be renewed from year to year during the life of this contract upon written request. Upon return from such leave of absence, members of the Unit shall be placed on the step of the salary schedule they would have attained had they remained in service and shall be returned to their former position or if such leave exceeds one (1) year, its equivalent.

## **5.20 NEGOTIATION LEAVE**

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

## **5.21 PAYROLL DEDUCTIONS**

A. The Board, during the life of this Agreement, will deduct from the pay of each Employee covered by this Agreement the VAE annual membership dues and contributions to PAC provided that at the time of such deduction there is in the possession of the Board an existing written authorization executed by the Employee validly in effect at the time of such deduction. Authorization forms shall remain in effect from year to year unless canceled by the Employee in writing prior to and to be effective as of August 1 of any school year.

Board personnel shall transmit a copy of such cancellation to VAE within seven (7) days of receipt thereof. Should a member terminate employment with the parish, the remaining portion of the annual dues will be deducted from the final pay and transmitted to the Association.

The VAE agrees to notify the Superintendent/designee of annual dues changes by August 1 of each year.

The VAE agrees to identify and hold harmless the Board against any and all claims, demands, suits, or other forms of liability in the event any Association member takes legal action as a result of specified dues deductions.

B. Authorization submitted to the Superintendent or his/her designee by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the VAE within five (5) working days following each pay period.

C. All employees hired after May 31, 2007, shall participate in the direct payroll program, through which all remittance by the school board shall be made to an employee's bank account.

## **5.22 PERTINENT ASSOCIATION INFORMATION**

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

## **ARTICLE 6**

### **EMPLOYERS RIGHTS**

#### **6.1 MANAGEMENT RIGHTS**

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

1. To recruit, assign, transfer and promote members to positions within the district;
2. To suspend, demote, discharge, or take disciplinary actions against members of the Unit for just cause;
3. To determine methods, means, and personnel necessary for district operations;
4. To develop and fiscally manage the district budget; and
5. To take whatever actions are necessary in emergencies in order to assure the proper functions of the district. Implementation of those rights shall be consistent with this Agreement and the laws and the Constitution of the State of Louisiana and of the United States of America.

## **ARTICLE 7A**

### **CERTIFIED EMPLOYEES' WORKING CONDITIONS**

#### **7-A.1 LENGTH OF THE WORKDAY/WORK WEEK**

With the exception of those certified Employees assigned to duty (within current district practice) before or after school, the length of the workday for all certified Employees shall not exceed seven and one-half (7 ½) consecutive hours including preparation periods and lunch periods.

All certified personnel shall be allowed to report to school late or leave school early up to a maximum of thirty (30) minutes, no more than once per semester, for the purpose of an unavoidable conflict in the routine daily schedule.

For high school personnel, it will be the responsibility of the employee to arrange coverage for his/her duties.

For elementary school personnel, the principal will assist the employee to arrange coverage for his/her duties.

The regular school work week shall consist of five (5) consecutive days commencing on Monday and ending on Friday.

Upon arrival, each Employee shall record in writing his/her arrival time at the school as shown by school time. Faculty assigned to morning duty shall record their arrival time prior to reporting to duty.

#### **A. Lunch Period**

All certified personnel shall have a daily duty free lunch period of not less than (30) consecutive minutes. The principal shall establish an equitable student lunch supervision schedule. During the lunch periods, certified Employees may leave a school site/work location.

The provisions of this section shall be deemed completely satisfied in the event any principal or administrator in charge of any school, with a committee of 1 VAE representative and 1 teacher elected by the faculty, formulate a lunch duty schedule agreed upon, in writing by a simple majority of the teachers assigned to his/her school. The length of the workday shall not exceed that of the 1988-89 school session to accommodate this provision. However, the non-instructional report time before the student day may be reduced to allow for this provision.

#### **B. Preparation Periods**

Each elementary teacher shall be scheduled for a minimum of one hundred fifty (150) minutes of unencumbered planning time per week. Elementary planning periods shall not be less than thirty (30) consecutive minutes each, and shall not be scheduled prior to the beginning of the student day.

Each certified middle and secondary teacher shall be scheduled for five (5) instructional unencumbered planning periods per week of not less than one full period for middle and senior high schools.

During the preparation periods, certified Employees may occasionally leave a school site/work location for job-related purposes. Certified Employees are required to sign out stating the reason for leaving the site/location, and sign in upon return.

#### **C. Limits On Academic Subject Preparation**

##### **1. Senior and/or Middle School**

No Employee shall be required to teach more than three (3) different subject preparations except as required in order for the teacher to have a full-time schedule. (Examples of subject assignments are physics and general science, or general math and algebra).

##### **2. Elementary Pupil Contact**

The amount of time which elementary teachers shall have direct contact with pupils shall conform to BESE regulations.

#### **Consecutive Class Periods**

No teacher shall be required to teach more than three (3) consecutive class periods. (Exempt from this provision are schools with a seven period day.)

#### **D. Holidays**

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

#### **E. Employee's Responsibility**

A teacher shall not be required to assume the responsibility of another teacher's class simultaneous with his/her own class, except in case of emergency as needed to safeguard the safety and supervision of students.

#### **F. Parent-Employee Conferences**

Any teacher required to conduct a parent conference shall be released from their immediate teaching responsibilities for the time required to conduct such conference.

## **G. Traveling Employees**

Traveling certified Employees shall be provided with preparation and lunch periods as would any other certified Employee. Traveling employees shall be considered home-based at the site where the majority of their work is performed. All duties shall be assigned at the home base school only.

## **H. Additional Load Compensation**

The Board shall maintain a pupil/teacher ratio at each school site in accordance with Bulletin 741 standards.

## **L Clerical Duties**

No teacher shall be required to collect lunch/milk money.

## **J. Transportation of Students**

Employees shall not be required to transport students in their personal vehicles except in cases of emergency. In such cases or if the Employee elects to transport the student, the Board shall reimburse the Employee mileage, and the Board acknowledges that the Employee is thereby acting as its agent for the purpose of determination of any liability.

Further, to be represented by the Board under this provision, the Employee must exercise due care.

## **K. Teachers As Substitutes**

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

## **L. Elementary PE/Art/Music Teachers**

Each elementary school shall provide a teacher to instruct P.E., and/or Art, and/or Music classes on a daily basis. Adjustments shall be made for large and small elementary schools.

## **7-A.2 CALENDAR**

Each year, prior to the adoption of the school calendar, a committee comprised of four (4) employees appointed by VAE, (including a twelve (12) month employee) and four (4) individuals appointed by the superintendent, shall meet and submit a school calendar to the board for approval. If a change in the approved calendar becomes necessary, the above committee shall meet and present their findings to the board.

The school year calendar shall consist of 182 days which shall include a minimum of 177 student instructional days and a minimum of three (3) non-pupil contact days. An emergency day shall count as a work day. The work year for certified personnel shall not exceed 182 days.

## **7-A.3 GRADES**

Teachers shall maintain the right and responsibility to determine grades and other evaluations of students (exclusive of multi-disciplinary evaluations).

The Board shall establish a grading system which shall be set forth in writing and provided to all teachers, students and parents.

If a computational or other mechanical fault in the assignment of student grades is discovered, the principal shall notify the teacher, in writing, that a correction has been made and shall discuss the matter with the teacher, if the teacher so requests.

If a principal is proposing the change in a student's grade, for any other reason, he/she shall notify the teacher, in writing, stating the reason for the grade change and, shall discuss the matter with the teacher prior to making a change. The principal shall assume responsibility for any grade changes made under these conditions.

Nothing contained herein shall be construed as making a student's grade or evaluation the subject of a grievance.

If the teacher so desires, the teacher may appeal the matter to the Superintendent.

## **7-A.4 UNSAFE OR HAZARDOUS WORKING CONDITIONS**

Should an employee feel that an unsafe or hazardous situation exists, he/she shall notify the immediate principal for the purpose of prompt investigation. Certified Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

## **7-A.5 RESTROOMS, LOUNGES/WORKROOM FACILITIES**

When a mutual determination is made that a separate faculty lunch area, lounge/workroom is available, it shall be utilized as such.

If space for a separate faculty lunchroom is not available, an area of the cafeteria shall be so designated. If a room for a separate lounge/workroom is not available, a designated area in the school shall be so provided.

## **7-A.6 STUDENT DISCIPLINE/PHYSICAL ASSAULT/BATTERY**

Administrators and the Board shall support and assist certified Employees with respect to the maintenance of control and discipline of students. Administrators shall take reasonable steps to seek alternatives for disruptive students who repeatedly violate rules and regulations. Bargaining Unit Members may use reasonable methods with a student as is necessary to protect themselves or another student from attack, physical abuse or injury.

1. When a physical assault/battery occurs, the employee, while acting within the scope of his/her duties, has the right to defend himself/herself and/or obtain assistance.

2. The principal, upon notification of assault/battery, shall immediately call parents, the superintendent or his designee, and if appropriate, the police.

3. The principal/designee shall immediately suspend indefinitely (pending an expulsion hearing) and shall recommend expelling a student who physically assaults/batters a staff member.

#### **7-A.7 REIMBURSEMENT FOR PERSONAL PROPERTY**

The Board shall provide reimbursement to members of the unit who suffer, while in the performance of their duties, personal property loss or damage due to theft (including automobile battery) and/or vandalism (including smashed windshields and slashed tires), after review and approval of the Board. Excluded from this provision is currency and automobile damage which has not made the automobile inoperable. Necessary guidelines and limitations shall be established by the Board and disseminated. Only uninsured loss is eligible under this provision. The Employee must exercise reasonable care.

#### **7-A.8 DISPENSING OF MEDICINE**

Teachers shall not be required to administer medication to pupils.

#### **7-A.9 EMPLOYEE SUPERVISION AND RESPONSIBILITY FOR BUILDING**

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

#### **7-A.10 FACULTY MEETINGS--NUMBER REQUIRED**

A Bargaining Unit Member may be required by the principal to attend not more than nine (9) general faculty meetings per school year, except in emergency situations. General faculty meetings shall not exceed one (1) hour.

A Bargaining Unit Member may also be required by the principal to attend not more than three (3) fifteen minute, one item agenda meetings before school provided that all employees receive a copy of the agenda before leaving school the day before the meeting.

In addition, teachers may be required to attend one (1) open house per school year, unless a valid excuse is presented.

Meetings held for the purpose of SACS accreditation are not subject to this provision.

#### **7-A.11 REQUISITION POLICY**

Each Bargaining Unit Member shall be given the opportunity to submit a school requisition form listing needed materials and supplies for the following school term. If requested, a status report of availability of requisitioned materials shall be provided prior to the first two (2) weeks of school.

A monthly summary of the local schools funds, remaining balances and expenditures shall be posted in each respective school site for employee's information.

#### **7-A.12 TELEPHONE FACILITIES**

School phones are available to Employees to conduct necessary school business. School phones may be utilized for personal business so long as such calls do not interfere with school business. Employees are responsible for any charges for personal calls.

#### **7-A.13 PHYSICAL FACILITIES**

The Board shall continue to provide teacher attendance books, paper, pencils, pens, chalk, ditto masters, erasers, staplers, paper clips, thumb tacks, and such other materials which assist with the performance of daily teaching duties sufficient to implement the curriculum.

In addition, the Board shall provide each certified Employee with:

1. a separate desk;
2. chalkboard space in each classroom;
3. Copies of the teacher edition, exclusively for each Employee's use, of all texts used in each of the courses he/she is to teach and or tutor when available;
4. complete and unabridged dictionary in each classroom upon request by the employee;
5. storage space in each classroom for instructional materials.

#### **7-A.14 CLASS SIZE**

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

## **7-A.15 ALLOTMENT FOR EMPLOYEES**

A certified employee shall be reimbursed up to \$100.00 per school year for the purchase of instructional materials, provided that request for reimbursements is accompanied by sales receipts which identify the items purchased. Employees shall receive reimbursement no later than one month following the submission of itemized receipts. Should receipts not total \$100.00, reimbursement shall be made on the deadline date of May 1ST each year.

## **ARTICLE 7-B**

### **CLASSIFIED/NON-CERTIFIED EMPLOYEES**

#### **WORKING CONDITIONS**

##### **7-B.1 WORKDAY FULL-TIME EMPLOYEES**

###### **A. Standard Work Week**

The standard work week for Employees shall be deferred in each section pertaining to his/her job classification.

A seven and one-half (7½) hour workday, except for maintenance and head janitors who have an eight (8) hour workday, shall include at least one fifteen (15) minute break every four (4) consecutive hours and a duty free lunch and/or dinner break of no less than thirty (30) consecutive minutes, except as stated in 7-B.2b Summer work schedule.

All classified/non-certified personnel shall be allowed to report to duty late or leave duty early up to a maximum of thirty (30) minutes, no more than once per semester, for the purpose of an unavoidable conflict in the routine daily schedule.

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

Upon arrival, each Employee shall record in writing his/her arrival time at the work site as shown by work site time.

###### **B. Overtime, Holidays and Weekend Work (Maintenance, janitors, Central Office, Mechanics, and Food Service Workers)**

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

###### **1. Regular Overtime**

All hours worked in excess of forty (40) per week shall be compensated with pay at the rate of one and one-half (1½) times the normal rate of pay.

###### **2. Relief Time and Overtime**

Eligible Bargaining Unit Members working overtime will be entitled to an additional fifteen (15) minute relief time for every four (4) hours worked.

###### **3. Sunday and Holiday Overtime**

All work on Sunday or holidays (overtime or not) will be compensated, with pay at two (2) times the employee's normal rate of pay, and a minimum of three (3) hours will be credited (guaranteed) to the Employee.

Holidays are:

Martin Luther King Day, Mardi Gras, Ash Wednesday, Good Friday, July 4th, Labor Day, Thanksgiving, Christmas Eve after 3:00 p.m., Christmas Day, New Years Eve after 3:00 p.m. and New Years Day.

###### **4. Saturday Overtime**

Saturday overtime shall be a guaranteed two (2) hours minimum of work with pay at one and one half (1 ½) times the employee's normal rate of pay.

###### **5. Call Back Time**

Any employee called back after normal work hours shall be compensated with pay at one and one-half (1 1/2) times the employee's normal rate of pay, and a minimum of two (2) hours shall be guaranteed to the employee.

###### **C. Overtime by Seniority (Maintenance, Janitors, Food Service, Central Office, Mechanics)**

Overtime shall be divided equally among eligible Bargaining Unit Members within each school building or department as follows:

###### **1. Offering Overtime**

Overtime shall first be offered to the Employee(s) who is qualified to do the job having the greatest building or department seniority within job classification. If all Employees within the affected building or department refuse the overtime, the least senior Employee(s) who is qualified to perform the work may be required to perform the overtime assignment.

###### **2. Overtime Scheduling**

A record of all overtime hours worked on a fiscal year basis (by each employee) shall be posted on the department/school

bulletin board weekly.

## **7-B.2 WORK YEAR/WEEK/DAY, HOLIDAYS AND VACATION DAYS**

### **a. Employment Year**

The employment year for all twelve (12) month Employees shall be from July 1 through June 30. The year shall consist of two hundred forty (240) paid work days including annual leave (vacation days) and paid holidays. Every classified/non-certified twelve (12) month Employee shall be granted the same holidays provided in the adopted school calendar and including July fourth (4th).

Any holiday that falls on a Saturday shall be observed on the preceding Friday. Any holiday that falls on a Sunday will be observed on the following Monday.

Vacation days are those days that the Employee uses for vacation while receiving his/her regular daily pay.

### **b. Custodial/Maintenance/Central Office Machines Summer Work Schedule**

During the summer, twelve (12) month employees shall work a seven (7) hour day, which shall include one ten-minute break every three consecutive hours and a one-half (1/2) hour duty-free lunch period.

Any employee working beyond the summer schedule hours shall be compensated, with pay, at the rate of one and one-half (1 and 1/2) times the normal rate of pay.

### **c. Head Janitor**

The task of the head janitor shall include the coordination of janitorial work activities.

### **d. Food Service Employees**

Food Service Employees shall be scheduled to work a seven and one-half (7½) hour day, including a thirty (30) minute lunch period and a fifteen (15) minute break.

Food Service Technicians shall be scheduled to report on all regular school days during the school year not to exceed a total of one hundred eighty (180) actual report days. An emergency day shall count as a work day. They shall be paid for one hundred eighty (180) report days.

Additional Duties--Should kitchen facilities be used outside of the normal school days, a food service manager or a food service technician must be present. Work outside the normal work day/week/hours shall adhere to the provisions set forth in the overtime section of the Article.

Additional Benefits--School lunch technicians shall receive free lunches whenever school lunch is served.

### **e. Clerical Employees/Courier**

Clerical Employees/Courier shall report on the following schedule:

School Secretary: 200 days

School Bookkeeper: 200 days

Courier: 200 DAYS

An emergency day shall count as a work day. Clerical/Courier shall be paid for 200 days.

Clerical/Courier shall be scheduled to work a seven and one-half (7½) hour day, including a thirty (30) minute lunch period.

### **f. Aides/Paraprofessionals**

Aides/Paraprofessionals shall be scheduled to report on all regular school days not to exceed one hundred eighty (180).

An emergency day shall be counted as a work day. They shall be paid for one hundred eighty (180) report days.

Aides shall be scheduled to work a seven and one half (7½) hour work day, including a thirty (30) minute lunch period.

If the Board mandates an aide to take a course/workshop as a condition of continued employment, the costs shall be covered by the Board.

## **7-B.3 CALENDAR**

Each year prior to the adoption of die school calendar, a committee comprised of employees appointed by VAE (including a 12 month employee) and one supervisor appointed by the superintendent shall meet and submit a school calendar to the Board for approval. If a change in the school calendar becomes necessary, the above committee shall meet and present their findings to the Board.

Paid holidays are as follows:

July Fourth (4th), Labor Day and Good Friday.

## **7-B.4 EQUIPMENT AND MATERIALS PROVIDED**

If any non-certified/classified Employee is required by the Board to wear a uniform, the Employer shall reimburse one hundred dollars (\$100) per year, in a separate check to each employee, and shall furnish them with any protective clothing, or any protective device as a condition of employment under the following conditions:

1. The Employee must sign for and be responsible for the article(s) issued to him/her.
2. The Employee must reimburse the Employer for lost articles and/or for articles damaged through negligence or misuse.
3. To obtain replacement, the damaged or worn-out set must be turned in; if all or any part thereof is not turned in, Employees must pay for replacement cost.

#### **7-B.5 UNSAFE OR HAZARDOUS WORKING CONDITIONS**

Should an employee feel that an unsafe or hazardous situation exists, he/she shall notify the immediate supervisor/principal for the purpose of prompt investigation. Employees shall not be required to perform tasks under unsafe or hazardous conditions which may endanger their health or safety unless in order to preserve, protect, or establish the security and safety for students.

#### **7-B.6 RESTROOM AND LOUNGES**

When mutual determination is made that a separate staff lunch area, lounge/workroom is available, it shall be utilized as such.

#### **7-B.7 ASSISTANCE FOR CONTROL AND DISCIPLINE OF STUDENTS**

Principals/supervisors, teachers and the Board shall support and assist Classified/Non-Certified Employees with respect to the maintenance of control and discipline of students. Principals/supervisors and teachers shall take reasonable steps to seek alternatives for disruptive students who repeatedly violate rules and regulations. Bargaining Unit Members may use reasonable methods to protect themselves or another student from attack, abuse or injury.

#### **7-B.8 REIMBURSEMENT FOR PERSONAL PROPERTY**

The Board shall provide reimbursement to Bargaining Unit Members who suffer, while in the performance of their duties, personal property loss or damage due to theft (including automobile battery) and vandalism (including smashed windshields and slashed tires), after review and approval of the Board. Excluded from this provision is currency and automobile damage which has not made the automobile inoperable. Necessary guidelines and limitation shall be established by the Board and disseminated. Only uninsured loss is eligible for reimbursement. Further, to be eligible under this provision, the Employee must exercise reasonable care.

#### **7-B.9 DISPENSING OF MEDICINE**

Classified/Non-Certified Employees shall not be required to administer medication to pupils.

#### **7-B.10 EMPLOYEE SUPERVISION AND RESPONSIBILITY FOR BUILDING**

In the absence of the building administrator(s), an Employee may voluntarily accept temporary responsibility for school operations.

#### **7-B.11 STAFF MEETINGS - NUMBER REQUIRED**

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

a. Work location/district meeting if scheduled, shall not exceed four (4) per fiscal year, except in emergency situations. When requested, teacher aides shall attend faculty or department meetings with teachers. Such meetings shall be held after the normal workday and shall not exceed one (1) hour in duration, unless approved by the majority of the staff.

b. Attendance at the meetings provided for in the preceding paragraph is part of each Employee's expected work duties. The Board may schedule a meeting for similar or other purposes, but an Employee's attendance at such meeting shall be voluntary.

#### **7-B.12 REQUISITION POLICY**

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

#### **7-B.13 TELEPHONE FACILITIES**

School phones are available to conduct necessary school business. School phones may be utilized for personal business so long as such calls do not interfere with school business. Employees are responsible for any charges for personal calls.

#### **7-B.14 PHYSICAL FACILITIES**

The Board shall continue to provide the following physical facilities for each Employee, where applicable, within fiscal limitations.

1. A separate desk with locks.
2. A file cabinet with locks.
3. Suitable closet space to store coats, overshoes, and personal articles.

#### **7-B.15 EMPLOYERS AS SUBSTITUTES**

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

#### **7-B.16 TRANSPORTATION OF STUDENTS**

**ARTICLE 8** Employees shall not be required to transport students in their personal vehicles except in cases of emergency, or

as scheduled with contract bus drivers. In emergency cases or if the Employee elects to transport the student, the Board shall reimburse the Employee mileage, and the Board acknowledges that the Employee is thereby acting as its agent for the purpose of determination of any liability. Further, to be represented by the Board under this provision, the Employee must exercise due care.

## **EMERGENCY SCHOOL CLOSING**

### **8.1 NOTIFICATION PROCEDURE**

When an emergency situation dictates a school closing, notification of the closing will be released for broadcast over appropriate local media sources by 6:00 AM when possible.

### **8.2 SCHOOL CLOSING-LEAVE DAYS**

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

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

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

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

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

## **ARTICLE 9**

### **IN-SERVICE TRAINING**

#### **9.1 PLANNING COMMITTEE**

In-service training for personnel shall be planned by an in-service committee composed of no more than six (6) members.

The President of the VAE shall select three (3) members of the bargaining unit to serve on such committee. The committee shall be responsible for the organization of the in-service, content of training, and dates of the in-service. This committee shall make written recommendations to the Superintendent.

#### **9.2 DAYS PROVIDED**

At least one (1) in-service training day shall be conducted for all Employees annually.

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

Planning of in-service programs shall be based on the expressed needs of the employees as identified by the in-service committee through assessment surveys which shall be developed by the planning committee and distributed to all parish employees.

## **ARTICLE 10**

### **LEAVES FOR ILLNESS**

#### **10.1 LEAVES FOR ILLNESS AND EMERGENCY**

All twelve (12) month employees shall be entitled to and shall be allowed a minimum of thirteen (13) days leave of absence, as sick leave or emergency leave, per year without loss of pay. Employees shall be allowed to accumulate any such unused sick leave to an unlimited number of days. Application for sick leave of more than five and one-half (5 1/2) consecutive days must be accompanied by a certificate of a practicing physician.

All eleven (11) month employees shall be entitled to and shall be allowed a minimum of twelve (12) days leave of absence, as sick leave or emergency leave, per year without loss of pay. Employees shall be allowed to accumulate any such unused sick leave to an unlimited number of days.

Application for sick leave of more than five and one-half (5 1/2) consecutive days must be accompanied by a certificate of a practicing physician.

All nine (9) month employees shall be entitled to and shall be allowed a minimum of ten (10) days leave of absence as sick leave or emergency leave per year without loss of pay. Employees shall be allowed to accumulate any such unused sick leave to an unlimited number of days. Application of sick leave of more than five and one-half (5 1/2) consecutive days must be accompanied by a certificate of a practicing physician.

Upon retirement the employee shall be paid for unused leave not to exceed twenty-five (25) days and all accumulated leave shall be added in accordance with the retirement system policies to grant the retiree additional years or days of service.

In the case of an extended period of illness or disability in excess of six (6) weeks, the Superintendent may require a current physician's certification to confirm the Employees inability to work. He may also require the Employee to submit to an examination by a physician designated by the Board to confirm that a medical disability continues to exist.

An employee is entitled to pay for personal illness only and cannot be paid for the time loss due to illness of someone else or for any reason other than personal illness, except that an application may be made for emergency leave for:

1. Death in the immediate family. Immediate family is designated as husband, wife, child, father, mother, sister, brother, grandparents, aunts, uncles, nieces, and nephews (both sides of the family). Two days of emergency leave will be allowed for death in the immediate family. Payment cannot normally be continued for absences following the day of the funeral. It may be allowed, but additional emergency or sick leave application may be required.
2. Taking a member of the household to the doctor or hospital where the matter cannot be delayed and necessitates Employee's presence.
3. A member of the household is seriously ill and dependent on the Employee to be present or where the serious illness necessitates calling the family together.
4. Accident keeping the Employee from reporting to work.
5. Circumstances of such as to be beyond human control (i.e. fire, flood, acts of God).
6. Marriage of bargaining unit members -- a maximum of two (2) days leave shall be granted for marriage of a bargaining unit member.
7. An adoptive parent shall be granted a leave upon receiving a child.

The employee will list on each Employee's paycheck stub the total accumulated paid leave for each Employee at the beginning of each school year and monthly, thereafter.

## **10.2 DEDUCTIONS FOR ABSENCE BEYOND PAID LEAVE**

Once accumulation sick leave days have been depleted, no deductions in pay above the amount paid to substitutes shall be made; no deductions shall be made if no substitute is used.

## **10.3 PERSONAL, PROFESSIONAL, AND PUBLIC SERVICE LEAVE**

### **A. Personal Leave**

Members of the Bargaining Unit with days available in their current or accrued sick leave account shall be eligible to use up to two (2) work days per school year for personal reasons, with twenty-four (24) hours prior notice. Employees may not accumulate those unused days in any succeeding year.

### **B. Professional Leave/College Registration or Graduation**

Any employee who wishes to be absent from his/her regularly assigned duties for professional purposes shall make such written request through his/her principle/supervisor to the Superintendent at least twenty-four (24) hours in advance. If so approved, such absence shall be without loss of pay, or leave. If requested, verification of such professional activity shall be provided. One day per semester will be granted for college registration; one day of leave will be granted for college graduation.

### **C. Public Service Leave**

Any member of the Bargaining Unit who is elected to public office will upon proper application, be granted a one (1) year leave of absence without pay for the purpose of accepting the position. Such leave shall be renewed from year to year during the life of this contract upon written request.

## **10.4 ACCIDENT OR INJURY LEAVE**

Any employee who suffers an injury incurred while on duty shall report the injury immediately to his/her immediate supervisor/principal, in accordance with Louisiana Revised Statutes 23:1224. All medical and compensation checks if it is determined that the accident qualifies as a compensable injury shall be paid in accordance with La. law. In cases where disability from injury continues for six (6) weeks or longer after the date of the accident, compensation for the first week (waiting week) shall be paid.

The employee's compensation rate shall in no instance exceed the statutory benefit limits provided by the La. Workers Compensation Law.

The Board will maintain the Employee's insurance coverage contingent upon payroll deductions for such coverage. Injured employees will return to duty as soon as they are able to assume their duties.

## **10.5 ADDITIONAL PAID LEAVES**

### **A. Annual Leave twelve (12) month employees**

1. Annual leave shall be granted to all twelve (12) month full time employees. Twelve (12) month employees will accumulate annual leave as follows:

- a. Less than three (3) years of continuous service, at the rate of one (1) day per month for a total of twelve days.
- b. Three (3) years but less than ten (10) years of continuous service at a rate of one and one-fourth (1¼) days per month for a total of fifteen (15) days.
- c. Ten (10) or more years of continuous service at a rate of one and one-half (1½) days per month for a total of eighteen (18) days.

Nine (9) month employees upon being hired as a twelve (12) month employee, and having been in the system, will receive

credit for their years of service in computing their annual leave.

2. Employees may accumulate unlimited annual leave but will only be allowed to use eighteen (18) consecutive days, unless approved by the Superintendent. Employees exceeding their annual leave will automatically be deducted at full pay. All annual leave must be applied for and approved by the Superintendent/immediate Supervisor/Principal.

## **B. Bereavement Leave**

Bargaining Unit Members shall be granted a leave of three (3) work days within ten (10) days following a death in the immediate family. This ten (10) day period during which leave is granted may be extended due to extenuating circumstances. The immediate family shall be interpreted to mean: parents, brother, sister, spouse, children, mother-in-law, father-in-law, grandparents, grandchild, legal guardian/dependent. If requested, verification of the death shall be provided.

## **C. Jury Duty and Other Related Appearances**

Any employee absent by reason of serving on a jury shall notify his/her principal/supervisor immediately upon receiving notice of the required absence. Should the employee learn of excusable from the jury prior to the reporting to jury duty, he/she is obligated to report to work.

The Employee shall receive full pay and benefits for the period of the required absences.

An employee absent by subpoena to serve as a witness in court proceedings, including depositions shall report such to his/her principal/supervisor stating the exact period of the absences, and whether or not he/she has any personal or financial interest in the legal proceedings. If it is determined that the Employee has a personal/financial interest, the absences shall be charged to current sick and/or emergency leave. If it is determined that the Employee has no personal/financial interests, the absences shall be officially excused.

## **D. National Guard/Fire Rescue Unit**

Any Employee who is a member of a branch of the Armed Forces Reserve, the National Guard, or a special, certified fire/rescue unit shall not be charged sick leave or deduction from their salary by the Employer during any period when the affected Employee is called for emergency duty or training periods. If the National Guard is federalized, the employee shall be compensated in accordance with state and federal law.

## **E. Assault Leave**

Any Employee who is injured and disabled while acting in his/her official capacity as a result of assault by any student or person shall receive sick leave without reduction in pay and/ or benefits and without reduction in accrued sick leave days while incapacitated as a result of such assault and battery. However, such Employee shall be required to present a certificate from a physician certifying such injury and incapacitation and comply with all other provisions of La. Revised Statute 17:1201 or 17:1206. 1, whichever is applicable.

## **F. Sabbatical Leave (Certified)**

Members of the teaching staff shall be eligible for sabbatical leave for the purpose of parish and state approved sick leave or leave for medical purposes (length of time determined by the state sick leave law) or professional or cultural improvement, for the two semester(s) as outlined in the La Revised Statutes 17:1171 through 17:1187 immediately following any twelve or more consecutive semesters of active service in the Parish, or for the one semester immediately following any six or more consecutive semesters of service. At no time during the school year shall the number of persons on sabbatical leave exceed five (5) percent of the total number of teachers employed in the parish; in cases of sick leave, this limit of five (5) percent may be exceeded.

### **1. Eligibility**

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

- 1) Absence on sick leave.
- 2) Absence on maternity leave provided that such leave be for the period of disability occasioned by pregnancy or childbirth.
- 3) Absence on involuntary military service or military leave.

b. Applicants shall not have received a sabbatical leave during the six (6) school semesters immediately preceding application.

### **2. Application**

a. Application for leave under this section shall be submitted on the appropriate Board form and sent by registered mail to the Superintendent at least sixty (60) days preceding the beginning of the semester of the school year for which the sabbatical leave has been requested, except that, where a teacher has become sick during a semester and requests sabbatical leave for the purpose of recuperating from such sickness, it shall be sufficient if the application is mailed (30) days before the date upon which the requested leave is to continue.

b. The Superintendent shall inform the teacher of the approval or denial of such leave at least thirty (30) days preceding the beginning of the semester of the school year for which the leave is requested, except that where a teacher has become sick during a semester and has requested sabbatical leave for the purpose of recuperating from such illness, the Superintendent shall inform the teacher of the approval or denial of such leave as soon as possible.

c. The application shall be accompanied by a plan for the utilization of such leave and such other information as shall be required by the Superintendent.

d. Preference shall be given to the applicant who has rendered service in the school system for the greatest number of semesters.

e. Where any two applicants rank equally in point of continuous service, preference shall be given to the applicant whose date of birth is earlier.

### **3. Other Provisions**

All provisions of La revised Statutes 17:1171 through 17:1187 shall be adhered to:

- a. Any person granted sabbatical leave or leave for medical purposes in accordance with the procedures set forth by La Revised Statute 17:118 ,shall be paid 65% of his/her salary during the approved leave time.
- b. The Employee on sabbatical leave shall continue to receive the same fringe benefits as received while in active service, contingent upon the same payroll deductions.
- c. Payroll checks shall be mailed on or before the regular paydays to an address filed with the business office.
- d. Service on sabbatical leave shall count as active service for the purpose of retirement, and contributions to the retirement fund shall be continued.
- e. A teacher on sabbatical leave may accept other employment, but the Board may determine whether these duties are interfering with the purpose for which the leave is granted and if so the leave may be canceled.

### **4. General Provisions**

- a. Each recipient shall agree to return to service in the school parish upon termination of the sabbatical leave and to continue in such service for a period equivalent to the sabbatical leave used.

Should a person taking a sabbatical leave fail to return to service in the parish, as stated above, or to return for any reason other than incapacitating illness, as certified by two (2) physicians, that person shall forfeit all compensation received during the leave period.

No person upon the expiration of his sabbatical, who immediately begins employment with a state-operated educational agency, city, or parish school board, department, school, college or university, instead of returning to the school system which granted such leave, shall be required to forfeit that portion of compensation paid to him by the state while he/she was on such leave. However, such person shall be required to reimburse the school system which granted leave.

Any person who fails to comply with the procedures cited above may have his/her leave terminated by the Superintendent at any time, except where non-compliance is due to conditions which would have constituted sufficient grounds for failing to perform his/her duties had he/she been in active service.

- b. The recipient of sabbatical leave shall advance on the salary schedule as if regularly employed and shall be reassigned to his/her former position upon return from leave.
- c. The contractual continued service status of an Employee shall not be affected because of absence while on a sabbatical leave as provided herein.

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

### **A. Procedures and Duration**

The Board may grant leaves of absence, without pay, for periods not exceeding one (1) year, to Employees who request such leave in writing, whenever in the discretion of the Board, such leave is in the best interests of the public school system.

Seniority shall not accumulate during non-paid leaves, however, any tenure rights shall not be affected.

Except in the case of maternity, paternity or child rearing leave; Employees who have not yet completed a probationary period of three (3) years will not be considered for a non-paid leave.

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

### **B. Military Leave**

The Board shall grant non-paid leaves of absence to an Employee serving in the military service or in the armed forces for a period dating from induction, enlistment, enrollment, or call to service. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the G.I. Bill may have their leave extended for a period of one (1) year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subject to proof of registration in an approved program or institution.

### **C. Associations Statewide Office**

The Board shall grant a leave of absence, without pay, to any regularly employed unit member who is an officer of a statewide professional education organization, not to exceed two (2) years. The granting of such leave shall not effect any tenure rights which may have been previously acquired.

### **D. Maternity/Paternity/Child-Rearing Leave**

#### **1. Conditions and Procedures for Leaves**

- a. The Employer shall grant a maternity leave of absence without pay to any Employee who submits a written request for such leave. The Employer may grant a paternity/child-rearing leave to any Employee who submits a written request for such leave.
- b. The effective date of this leave shall be established by the Employee.

#### **2. Length of Leave**

This leave shall not be for more than two (2) complete semesters.

### 3. Conditions and Benefits Retained Upon Reinstatement

- a. All accumulated benefits and rights of employment previously gained shall be retained upon return.
- b. The Bargaining Unit Member may terminate the leave in the event of death of said child and provided that he/she is physically able to perform his/her teaching/work responsibilities.

### **E. Continuation of Insurance**

An Employee may elect to continue any or all Board insurance coverages by submitting to the Central Office on a pre-paid monthly basis the full employee and employer share of the premium for such selected coverages.

## **ARTICLE 11**

### **SICK BANK**

#### **11.1 PURPOSE OF SICK BANK**

The Board and the Association recognize the need for an available pool of leave days upon which eligible Employees having experienced serious or unusual personal illness or injuries may draw sick leave from the Sick Leave Bank as follows:

#### **A. Eligibility**

To be eligible for participation in the Sick Leave Bank, an Employee must voluntarily contribute two (2) days accrued sick leave to the bank.

#### **B. Maintenance**

Should the total number of days in the bank fall below 300 days, each participating member will contribute one more day. All days donated are irretrievable. Unused days remaining at the end of the year will accumulate for the following year.

#### **11.2 APPLICATION**

Upon depletion of accrued sick and personal leave days, an eligible Employee may make application to the Sick Leave Committee for withdrawal of days, so long as there are days remaining in the bank during any fiscal year. Quarterly reports on the status of the Sick Leave Bank shall be submitted to the Board and Association.

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

Any Participating Employee currently employed in the parish shall be entitled to draw from the bank, provided the following four (4) conditions are met:

- a. The Employee has used all his/her personal accumulated sick days and personal days and vacation days.
- b. Application to the Sick Leave Committee shall be in writing and accompanied by a physicians statement describing the illness or injury and anticipated date of return to work.
- c. The Employee has been absent more than five (5) consecutive days in connection with the same illness. The bank committee shall make a determination of the disbursement of remaining days left in the bank.
- d. The Sick Leave Bank Committee will review all applications for withdrawal of days. The decision of the committee will be formal and binding and not subject to the grievance procedure.
- e. Employees on leave of absence other than sick leave are not eligible to participate in the Sick Leave Bank.

#### **11.4 GOVERNING COMMITTEE**

A committee will be established to act as the governing body for the administration of the Sick Leave Bank. The Sick Leave Bank Committee shall consist of two (2) members appointed by the Board and two (2) members appointed by the Association. The committee shall choose a chairperson. Should the Sick Leave Bank be disbanded for any reason, the Sick Leave Bank Committee shall make a determination of the disbursement of remaining days left in the Bank.

## **ARTICLE 12**

### **EMPLOYER EVALUATION**

#### **12.1 EVALUATION COMMITTEE**

A committee on Personnel Evaluation shall consist of a core team made up of the Superintendent/designee, a personnel evaluation contact person, the VAE President/designee, and one building-level administrator. Besides this core team, the thirteen member steering committee will include a balanced representation of secondary, middle, elementary, and special education teachers, educational support employees, central office personnel, and principals. The Vermilion Association of Educators shall select 50% of all representatives.

The purpose of the committee will be to comply with applicable state statutes. The committee will annually review and revise the Vermilion Parish Personnel Evaluation Plan to assess its strengths and weaknesses. Every three years the committee will evaluate the extent to which the purposes of the evaluation program are being achieved.

## **12.2 NOTIFICATION OF EVALUATION PROCESS**

Prior to September 30 of each school year, the building administrator shall have an inservice training for all Employees being evaluated for the purpose of informing them of the evaluation procedures, standards, and instruments to be used as well as who will observe and evaluate his/her performance.

New Employees or an Employee reassigned after the beginning of the school term shall receive inservice training by the building administrator of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in the new assignment.

Upon completion of the inservice training, written documentation with the Employee's signature will be submitted to the personnel department by the building administrator.

## **12.3 PURPOSE OF EVALUATIONS**

The primary purpose of Employee evaluation shall be the improvement of employment skills. Evaluates shall be assessed on a three year cycle based on the job description, professional growth plan, self-evaluation and at least one observation. All evaluations shall be conducted in good faith to this end and in accordance with the provisions of this Agreement.

## **12.4 PROCEDURAL BAR TO EVALUATIONS**

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

## **12.5 EVALUATION OF TRAVELING OR UNASSIGNED EMPLOYEES**

The home-based principal and/or immediate supervisor of an Employee, who is assigned to other buildings, shall be responsible for the notification and evaluation of said Employee.

## **12.6 UNIFORMITY OF EVALUATIONS**

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

## **12.7 FULL KNOWLEDGE OF OBSERVATION**

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

## **12.8 OBSERVATION PROCESS**

The observation will be conducted by the evaluatee's primary evaluator.

All personnel with zero to three years of experience in the present position will be observed by the primary evaluator at least once per semester, and the results will be recorded on the appropriate observation form.

All personnel with four or more years of experience in the present position will be observed by the primary evaluator at least once during the three year cycle, and the results will be recorded on the appropriate observation form.

The length of the observation for all evaluates shall be appropriate to the position.

A post-observation conference will be conducted within five (5) working days of the observation. If the employee disagrees with the observation, he/she may request an additional conference, with representation, within fifteen (15) working days of the observation and may submit a written response which shall be attached to the file copy of the observation. At this time, an employee may request that another observation be conducted by the secondary evaluator.

## **12.9 EVALUATION PROCESS**

Personnel with zero to three years of experience in the present position will be observed by their primary supervisor at least once per semester based on classroom observation, professional growth and development plans, and self evaluation.

Successful, certified, and other professional personnel with four or more years of experience in the present position shall be evaluated on a three year cycle. Results will be recorded on the evaluation form.

Non-certified personnel will be evaluated once a year by the supervisor.

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

All evaluations will be reduced to writing and a post-evaluation conference will be conducted within fifteen (15) working days of the evaluation. At this conference, the evaluator will discuss the rating recorded on the evaluation form with the evaluatee, recommend suggestions and, if necessary, initiate professional assistance.

Following the post-formal evaluation conference, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation, only that they have been discussed. Refusal of the evaluatee to sign the evaluation form requires the signature of a third party witness verifying the evaluatee's refusal to sign.

Should the employee disagree with the evaluation, he/she may request an additional conference, with representation, within fifteen (15) working days of the evaluation, and submit a written response which shall be attached to the file copy of the evaluation. At this time, an employee may request that another evaluation be conducted by the secondary evaluator. All written evaluations and the employee's correspondence are to be filed in the employee's single official personnel file. A copy of the response will be provided

to the immediate supervisor.

## **12.11 RECOMMENDATIONS**

Prior to May 15 of the school term, the building principal or immediate supervisor shall complete a written evaluation report and make recommendations to the superintendent for each employee. A copy shall be furnished to the employee. The report shall not contain information which has not previously been signed by and discussed with the employee.

## **ARTICLE 13**

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

#### **13.1 PHILOSOPHY**

The Board and the Association recognize that the school district encompasses several committees of diverse composition. It is further recognized that such diversity may present problems in human relations. Such problems frequently are most obvious in their adverse affect upon the educational program of the school district. The Board and the Association therefore recommend that an individual School-Community Council or Parent-Teacher Association, or similar parent organization, be formed at each school.

## **ARTICLE 14**

### **CURRICULUM AND INSTRUCTION**

#### **14.1 PHILOSOPHY**

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

#### **14.2 INSTRUCTIONAL MATERIALS CENTER**

The Board and the Association recognize the importance of adequate Employee reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall establish, maintain, and provide for the continued improvement of a professional instructions materials center for Employees. The center shall be opened until 6:00 p.m. on Tuesdays, Wednesdays, and Thursdays.

#### **14.3 EMPLOYEE MATERIALS CENTER**

The Board shall make available textbooks to all certified personnel necessary to carry out the educational program. The Board shall also make available, where applicable, within fiscal limitations, appropriate materials for certified personnel to carry, out the educational program, i.e. reference books, maps, global laboratory equipment, etc. It is expressly recognized that this paragraph shall apply to individualized, as well as group-oriented, educational programs.

#### **14.4 MINORITY AND WOMEN'S GROUPS COURSE**

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

#### **14.5 INDIVIDUALIZED INSTRUCTION**

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

#### **14.6 EMPLOYEE COUNCIL ON INSTRUCTION AND CURRICULUM**

There shall be a Central Curriculum Committee of the Vermilion Parish School Board.

A. Curriculum is deemed to include any program of study which is carried on by the parish.

B. The responsibilities of the committee shall include:

1. To assist in curriculum development and/or improvement;
2. To listen to and review programs now in operation and, the planning of other programs;
3. To identify problems relating to curriculum development;
4. To encourage studies and research;
5. To provide suggestions for consultant services;
6. To make recommendations based upon the results and research;
7. To make recommendations on the adoption of textbooks, library books, and other instructional materials;
8. To provide opportunities for curriculum communications to Employees;
9. To serve as a representative group for preliminary screening of curriculum projects or proposals of individuals or employee groups, and to seek general employee support for accepted proposals or projects;
10. To assist in coordinating the curriculum; and

11. To review and make recommendations on changes in the curriculum.

C. The President of the VAE Association shall appoint three (3) members of the unit who meet criteria established by the Board to serve as teacher representatives on the Central Curriculum Committee. These members shall be voting members on the Boards Curriculum Committee.

#### **14.7 RELEASE TIME FOR PARTICIPATION**

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

### **ARTICLE 15**

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

##### **15.1 PHILOSOPHY**

The Board and VAE recognize that Teachers of a given grade level, subject or department are knowledgeable and should be involved in the selection of appropriate textbooks, library materials, media resources and other instructional materials for their subject and/or grade level.

##### **15.2 MATERIALS - SELECTION REFLECTS SOCIETY**

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

##### **15.3 MATERIALS - CURRENT**

Because of the rapid accumulation of knowledge in today's society, the Board and Association will strive to have textbook; library books and other instructional materials that are current.

### **ARTICLE 16**

#### **ACADEMIC FREEDOM**

##### **16.1 PHILOSOPHY**

Both the Employer and the Association recognize the importance of seeking to inspire students to develop respect for true individual freedom, social responsibility, the democratic tradition and an appreciation of individual personalities. Both will work to guarantee teachers' academic freedom to assure that the base curriculum will be taught.

##### **16.2 FREEDOM OF EXPRESSION**

Teachers are encouraged to expand concepts through the use of supplementary materials and innovative approaches to instruction and may include such in their daily lesson plans.

##### **16.3 GUARANTEE - EMPLOYEES**

Teachers will be provided with the opportunity to interpret and use writings of others and educational research with intellectual honesty and in an objective manner, being cognizant of the intellectual maturity of students in instructional presentations.

### **ARTICLE 17**

#### **STUDENT TEACHING PROGRAM ASSISTANCE**

##### **17.1 SUPERVISING TEACHER - REQUIREMENTS**

A supervising teacher shall possess a minimum of a valid Louisiana Certificate, a master's degree, have at least three (3) years of successful teaching experience in the area of the supervisory assignment, and shall have successfully completed Supervision of Student Teaching. He/She shall supervise only in his/her field of certification. The teaching certificate shall be considered as proof of this certification. Acceptance of student teacher supervision will be voluntary.

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

##### **17.2 SUPERVISING TEACHER - COOPERATION WITH COLLEGE OR UNIVERSITY**

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

##### **17.3 BOARD INFORMATION**

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

##### **17.4 SUPERVISING TEACHER - REMUNERATION**

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

##### **17.5 STUDENT TEACHERS - AS SUBSTITUTES**

University guidelines will be followed concerning student teachers as substitutes.

## **ARTICLE 18**

### **PUPIL DISCIPLINE**

#### **18.1 DEFINITION**

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

#### **18.2 BOARD SUPPORT AND ASSISTANCE**

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

#### **18.3 PROCEDURES FOR SUSPENSION AND EXPULSION**

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

#### **18.4 DISCIPLINE PROCEDURES**

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

A. Sending a student to the office shall be the last resort towards achieving effective discipline in the classroom. An Employee may immediately send a student to the office when seriousness of the offense, the persistence of an inappropriate behavior, or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable.

B. Each referral of a student to the office for inappropriate behavior shall be accompanied by an explanation in writing, including a description of all prior corrective action taken by the teacher.

C. The building principal or his/her designee shall take appropriate action to solve the discipline problem.

D. If the disobedience or misconduct continues or the conditions for readmittance are not met, the student shall be referred to the principal for further processing.

#### **18.5 SPECIAL NEEDS - PROCEDURE**

The Board shall continue to implement a program of identifying cases of students with chronic personality or psychological problems which endangers the success of the educational programs, and of attempting correction of such problems to the full extent of available resources and competence.

#### **19.6 BEHAVIORAL PROBLEMS - RESOLUTION**

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

## **ARTICLE 19**

### **DISCIPLINE OR DISMISSAL**

#### **19.1 JUST CAUSE DISCIPLINE**

No Bargaining Unit Member shall be disciplined except for just cause. Discipline may include discharge, demotion, suspension, written reprimand or oral reprimand. If a member of the Bargaining Unit is discharged, demoted, suspended or given a written reprimand, such person shall be given written reason(s) for such action.

#### **19.2 JUST CAUSE PROCEDURE**

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

#### **19.3 SUSPENSION**

An Employee may be suspended with pay, fringe benefits and all other benefits provided by the contract, pending the investigation and determination of any disciplinary action.

#### **19.4 REPRESENTATION AT DISCIPLINE MEETINGS**

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

#### **19.5 DISMISSAL PROCEDURES**

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

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

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

## **ARTICLE 20**

### **MAINTENANCE OF STANDARDS**

Any previously adopted written policy, written practice, written rule or regulation existent which relates to wages, hours, terms or conditions of employment which is not superseded by this Agreement is preserved.

## **ARTICLE 21**

### **SUB-CONTRACTING**

#### **21.1 PRIOR AGREEMENT OF ASSOCIATION**

During the term of the Agreement, if the Employer considers contracting out or subcontracting any work with the express intent to affect a Bargaining Unit Member's job, the Association will have an opportunity to discuss the matter before final action is taken.

#### **21.2 SUBSTITUTES (Classified/Non-Certified)**

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

## **ARTICLE 22**

### **SENIORITY/CERTIFIED & CLASSIFICATION ON-CERTIFIED**

#### **22.1 DEFINITION**

System seniority is defined as an Employees length of continuous service with the Board, beginning with the first day on which duties are performed. Seniority shall not accumulate during non-paid leaves; however, all previous seniority shall be maintained. Seniority will accumulate during a paid leave.

For the purpose of defining seniority, an Employee's continuous service record shall be broken only by voluntary resignation, retirement, or discharge for cause.

A paid holiday shall be counted as the first working day in applicable situations.

Bargaining Unit Members shall accrue seniority on pro rata basis. Employees working fifty (50) percent of a day shall accrue seniority at the rate of one half (½) year for each full year of continuous uninterrupted part-time service.

#### **22.2 SENIORITY LISTS**

The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted in all work locations of the district within sixty (60) workdays after the date of ratification with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

In the event that more or one individual has the same first day of work, the relative place of such persons on the seniority list will be determined by the date affixed **and time** on the employment application.

#### **22.3 JOB CLASSIFICATIONS**

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

#### **22.4 APPLICABLE STATUTES AND REGULATIONS**

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

## **ARTICLE 23**

### **LAYOFF AND RECALL FOR EMPLOYEES**

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

The Board may effect the layoff of personnel in the event of economic hardship, including marked decline in school revenue, the loss of federal or special state funds, enrollment decline, considerations related to alteration of the curriculum, discontinuance of district or special programs or projects, school consolidation or altered organization structure which necessitates a reduction in force greater than what can be accomplished through attrition and appropriate reassignments. The Vermilion Parish School Board to accomplish the reduction in force shall utilize the following procedures:

A. Reduction in force will be made on a system-wide basis within certification areas or classified/non-certified job classifications, whichever is appropriate.

B. No position shall be filled by a new hire while an active recall list is in effect, within certification area or job classification. Attempts will be made to find the needed personnel from those laid off. If no certified teacher is available, a non-certified teacher on the recall list shall fill the vacancy, until such time as a qualified, certified teacher becomes available. If no Employee within a respective job classification is available, qualified personnel from other job classifications shall fill the position.

C. All possible reasonable alternatives to layoffs of Employees will be explored and given top priority prior to implementation of the

reduction in force. Layoffs shall be carried out only after normal attrition of personnel within certification area or job classification occurs.

D. The purpose of layoffs or reduction in force shall not be to separate from employment Employees who are not giving satisfactory service.

### **23.2 CERTIFIED TEACHING PERSONNEL**

No regular personnel shall be laid off so long as a temporary or Employee is assigned to that same certification area.

### **23.3 CLASSIFICATION-CERTIFIED**

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

A. Within job classification, classified/non-certified personnel shall be laid off in inverse order of seniority. Seniority begins to accrue on the first day on which duties are performed.

B. In the event of equal seniority within job classification, the following shall be used to determine the person to be laid off-

1. Total years of experience in the school system
2. Official date of hire.

### **23.4 NOTIFICATION (Certified & Classified/Non-Certified Personnel)**

A. In the event the determination is made by the Board that a layoff is necessary, Employees to be laid off shall be identified and informed of their impending layoff not less than thirty (30) days prior to the effective date of layoff. Such notice will be in writing and include the reasons for the basis for determining layoffs.

The Association shall be provided listings of laid off Employee(s) within certification areas and job classifications, at least (30) days prior to the expected day of layoff.

B. As of May 1 of each year, the Superintendent shall construct a seniority list showing the seniority of each Employee of the Board, his/her area of certification and courses taught, or job classification, and will update the list quarterly during the school year by adding each new Employee as of the date and time of hiring. The list will be available to Employees upon request.

C. Employees to be laid off will be notified by certified mail or notice attached to the Employee's paycheck. Such notice will include the proposed time schedule and the reason for the proposed action.

### **23.5 EMPLOYEE RIGHTS (Certified & Classified/Non-Certified Personnel)**

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

- A. To displace any less senior Employee whose work he/she is certified and/or qualified to perform; or
- B. Certified Unit Members may obtain temporary certification, if eligible, and fill a vacant position where a certified teacher could not be found;
- C. Classified/Non-certified Unit Members may be assigned outside of their job classification if they are qualified and able and a vacancy exists.
- D. There shall be no reduction in the normal work hours provided for any Bargaining Unit Member or position without discussion/input with the affected member(s) represented by the Association, if requested.

### **23.6 RECALL**

A. Employees receiving notification of layoff shall be eligible for recall for a period of two (2) years from the effective date of layoff.

B. When a vacancy occurs, it shall be filled by the person with the greatest seniority on a recall list, and who is deemed "highly qualified" (as is appropriate) and certified for the vacant position.

No position shall be filled by a new hire while an active recall list is in effect, except if the persons on such list are not certified or qualified.

A certified Employee shall be placed in an assignment giving the most consideration possible to the individual Bargaining Unit Members preference as indicated by him/her on the Assignment Preference Form which lists in the in the following order of priority:

1. Current assignment; if not available, then
2. Current grade/department in another building; if not available, then
3. Another grade/department in his/her current building; if not available, then
4. Another grade/department in another building
5. If no position is available in any grade/department for which the Bargaining Unit Member is certified and deemed "highly qualified", and no vacant position in any building exists where a certified teacher could not be found, the Bargaining Unit Member will then be laid off.

The Assignment Preference Form is to be jointly developed by the Association and Board and attached as Appendix B-1.

C. During the period of eligibility for recall, the Employee shall be placed at the head of the substitute list of the school system

provided that the Employee so requests in writing.

D. Positions requiring a substitute for a specific classified/ non-certified job classification shall be filled by those persons laid off from that job classification first. If the position is not filled, priority shall be given to those remaining on the recall list in other job classifications who are qualified to do the job.

E. During the period of eligibility for recall, the Employee may, if he/she elects to do so, continue his/her insurance coverages upon pre-payment of full premiums in a manner set forth by the district.

F. If a regular Employee is laid off under this Article, such person shall retain his/her seniority that had been accrued as of the effective date of layoff.

G. Notice of recall will be forwarded to the Employees b) certified mail to the last address known by the Board. Seniority shall terminate upon failure of the Employee to accept and report, for work within fourteen (14) days after notification of recall. If any such laid-off Unit Member fails to report for duty within fourteen (14) days, his/her name shall be removed from the recall list and lose all recall rights. It is the Employee's responsibility to notify the personnel department of any changes of address.

H. A copy of the recall list by job classification, certification and seniority shall be provided to the Association. An Employee who is laid off will remain on the recall list for a period of two (2) years, unless the Employee waives recall rights in writing or refuses to take a permanent position.

## **ARTICLE 24**

### **PERSONNEL FILE**

#### **24.1 CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS IN FILE**

A personnel file shall be maintained for each employee in the Central Administration Office.

All documents (other than routine record keeping) must contain the Employee's signature before being placed in the Employee's personnel file. The Employee must be given a copy of the document.

Anonymous letters shall not be included in any Employee's personnel file.

All grievance documentation shall be maintained separately in the personnel file.

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

Employees may submit appropriate material to be included in the Central Administration files and may also prepare and attach a written response to any material contained in the file within fifteen (15) days of receipt. A copy of all responses shall be provided to the immediate supervisor. Under extenuating circumstances, this time line may be extended by mutual agreement.

#### **24.3 RIGHT TO EXAMINE FILE**

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

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

Upon request, the Employer will provide to the Employee, without charge, one (1) copy of any materials in his/her personnel file. Employees shall be permitted to reproduce at reasonable and customary expense additional copies of materials in the Central Administration files.

#### **24.5 RIGHT TO GRIEVE MATERIALS IN FILE**

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

## **ARTICLE 25-A**

### **VACANCIES, PROMOTIONS, AND TRANSFERS FOR CERTIFICATED EMPLOYEES**

#### **25A.1 DEFINITION AND IDENTIFICATION OF VACANCIES AND TRANSFERS**

a. A vacancy shall be defined for the purpose of this Article as a position within the Bargaining Unit presently unfilled, including newly created positions.

b. Transfers shall be defined for the purpose of this Article as either a voluntary or involuntary move from one work location to another.

c. Transfers shall be granted on the basis of seniority as defined in article 22.1.

#### **25A.2 PROCEDURES FOR TRANSFER**

a. The Personnel Office will identify, no later than March 15 of each year, positions where teachers are not certified, positions that have been temporarily filled during the period when transfers are not permitted, and newly created positions.

b. No later than MAY 1, the Superintendent or his designee shall post all known vacancies and/or new teaching positions both in the official school board journal and on the official Vermilion Parish website. . Each vacancy will be posted for a minimum eight (8) calendar days before each vacancy is filled on a permanent basis. A notice of these vacancies shall be posted in each school, central office, the Official Journal, and the official Vermilion Parish website. A copy of such posting shall be forwarded to the VAE. Transfers will be accomplished eight (8) calendar days after each posting. Teachers will be allowed to transfer in accordance to

this article.

c. Teachers shall be allowed to transfer to any additional vacancies that may occur after MAY 1, until the first day of the regular school session. These vacancies shall be posted in each school, on-line, and at the central office. A copy of such posting shall be forwarded to the VAE.

d. Transfers will be allowed up to the first day that school begins in August.

c. When a vacancy occurs after the beginning of the school year, it shall be filled on a temporary basis only for the remainder of the school year. All such positions filled on a temporary basis only for the remainder of the school year will be opened for transfer in the job fair held in April/May for transfers before the positions are filled with new hires.

f. The VAE President and the Grievance Chair shall be provided with a complete list of all vacancies that have occurred and filled temporarily during the school year as well as any and all positions that are vacant by March 30.

g. All pending requests for transfers shall be acted on prior to the assignment of new hires.

h. Bargaining Unit Members shall be allowed to transfer to newly created positions occurring during the school year on a permanent basis.

### **25A.3 VOLUNTARY TRANSFERS**

1. Any member of the Bargaining Unit shall have the right to request a voluntary transfer only if he/she is deemed highly qualified (if required) or certified depending upon the state requirements for the position.

2. Voluntary transfer requests may be made at any time in writing to the Assistant Superintendent of Personnel with a copy to the Principal. The request shall specify the school, grade, subject/position sought certification, and highly qualified status, if appropriate.

3. Receipt of the request for transfer shall be acknowledged by the Employer.

4. No Bargaining Unit Member shall be discriminated against because of a request to transfer.

5. No employee may request a voluntary transfer outside his/her area(s) of certification.

6. A voluntary transfer request may be withdrawn in writing prior to having been re-assigned.

7. Teachers whose requests for voluntary transfer that have been honored shall not be eligible to submit an additional request for voluntary transfer during the next two (2) years, A subsequent involuntary transfer during this two (2) year period, however, shall make a teacher eligible to request a voluntary transfer.

8. Voluntary transfers shall be given top priority before any involuntary transfers are made. The denial of a request for a transfer shall be for just cause and the reasons therefore shall be provided in writing.

9. New hires shall not be assigned to vacancies prior to the initiation of the implementation of voluntary transfers, except as needed in accordance with specified job announcements

### **25A.4 INVOLUNTARY TRANSFERS**

1. Involuntary transfers may be affected only for reasonable and just cause, such as economic hardship, as part of a necessary reduction in force, when new buildings open, when a facility closes, when there is a decline in student enrollment, or to staff program.

2. No regular teacher shall be surplusd from a school so long as a temporary teacher is teaching in the regular teacher's area of certification or area for which the regular teacher is deemed highly qualified.

3. An Employee on sabbatical leave shall be notified if he/she is subject to transfer or if his/her position is subject to being abolished. Such notification shall be by certified mail, return receipt requested.

4. Where the entire student body of a school building department is moved en masse to another school building, Employees whose jobs are affected by such move may be transferred to such other school building in accordance with procedures established in this Article.

5. Teachers involuntarily transferred because of decreased enrollment shall have priority over other applicants should a similar vacancy occur at his/her former school within one (1) year of the involuntary transfers.

#### **6. Reassignment Process for Displaced Personnel**

1. A. Displaced personnel will be given a choice of job assignments when more than one assignment is available. Displaced personnel must accept job assignments in their area of classification (classified/non-certified employees) if only one job assignment is available, regardless of the job location. (Involuntary transfer)

B. If a displaced person refuses a job assignment in his/her area of classification (classified/non-certified employees) or for which he/she is deemed highly qualified and certified (certified employees), that person will be placed at the end of the seniority list for reassignment. This may result in being placed in a position for which he/she is not deemed highly qualified or on an out-of field certificate (certified employees).

2. A. If a displaced employee has no job opening in their area of classification (classified/non-certified employees) or for which he/she is deemed highly qualified and certified (certified employees), then and only then, will this employee be allowed to transfer and "bump" another employee who has the least seniority parish-wide, regardless of the job location (Involuntary transfer).

Rationale: *If anyone must be placed in a position for which they are not deemed highly qualified and certified (certified employees) because of a lack of job vacancies in a specific area of certification, it stands to reason that the person "bumped" should be the employee with the least seniority or the last person hired in the parish in that area.*

B. If employees remain displaced because of restructuring, those employees who are out of their area of classification (classified/non-certified employees) or employees who are not deemed highly qualified and certified (certified employees) **will be contacted by the personnel department** and given first priority to accept a position in their job classification as job vacancies become available within the next two (2) years. If the employee accepts the position, then he/she will be considered an involuntary transfer and may take advantage of the right to a voluntary transfer back to a position in their job classification or for which he/she is deemed highly qualified and certified (see Part C below). If the employee declines the position for any reason, that employee forfeits this two (2) year obligation and then will follow Part C.

C. Any displaced employee who was involuntarily transferred may voluntarily transfer, within one year of their involuntary transfer, into a position in their job classification or for which he or she is deemed highly qualified and certified. Placement for voluntary transfers will occur as follows:

- 1, Displaced employees who are out of their field or classification (by seniority).
2. Displaced employees who are in their field or classification (by seniority)
3. All other eligible employees (by seniority)

**The employee in this part is responsible for keeping up with the job vacancies.**

## **25A.5 DEFINITION AND IDENTIFICATION OF PROMOTION"**

Promotion as defined for the purposes of this Article shall mean advancement to a supervisory or administrative non-bargaining unit position and which provides a higher salary level than the position previously occupied by the applicant.

All openings in promotional positions shall be posted in the same manner as described in 25A.2. When filling promotional positions, preference will be given to current school district employees when all other considerations and qualifications are equal.

Selection of personnel for promotional positions shall be on the basis of seniority, qualifications, experience, certification, educational attainment, competence, and in accordance with state and federal guidelines.

## **25A.6 REALLOCATION OF UNIT MEMBERS**

None of the foregoing shall prohibit the reallocation of Bargaining Unit Members within their areas of certification/qualification to implement a plan to provide a racially (and/or sexually) balanced staff in each building.

## **ARTICLE 25-B**

### **VACANCIES, PROMOTIONS, AND TRANSFERS FOR CLASSIFIED/NON-CERTIFIED EMPLOYEES**

#### **25B.1 DEFINITION OF VACANCIES**

Permanent Vacancy is any vacancy in the Bargaining Unit resulting from leaves of absence, termination, retirement, newly created position, reinstated position or a present position not filled. Permanent vacancies that the Board intends to fill shall be immediately posted and filled in accordance with the procedure described in this Article.

Temporary Vacancy is any vacancy in the Bargaining Unit resulting from any medical leaves and other approved leaves. Temporary vacancies shall be posted and temporarily awarded in accordance with the contract. When an Employee returns to work, he/she shall be returned to his/her former position.

Employees working temporarily will revert to their former position.

#### **25B.2 POSTING OF VACANCIES**

All vacancies shall be posted in each work location of the Parish and the Official Journal **and on-line**. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements

Each vacancy must be posted for a minimum of eight (8) calendar days before each vacancy is filled.

The summer posting for all vacancies shall be in the Official Journal, the central office, on-line, and open work locations.

A copy of said vacancies shall also be mailed to the Association.

Interested Bargaining Unit Members may apply in writing to the Assistant Superintendent of Personnel within the eight (8) calendar days posting period.

### **25B.3 PROCEDURES FOR FILLING VACANCIES**

Vacancies shall be filled with the most senior applicant except when a less senior applicant is recommended by the receiving principal/supervisor based upon qualifications, experience and training. Such recommendations shall be for just cause and shall be provided in writing, if requested by the applicant.

### **25B.4 NOTIFICATION OF APPLICANTS**

The principal/supervisor shall make a recommendation concerning acceptance or rejection of the applicants within eight (8) calendar days of the interviews. The applicants shall be notified in writing by the personnel department of the results of the interviews.

### **25B.5 DEFINITION OF PROMOTION**

Promotions as defined in this Article shall mean placement to a position of higher grade providing a higher salary level than the position previously occupied by the applicant.

### **25B.6 BASIS FOR PROMOTION**

Promotions within the Bargaining Unit shall be made on the basis of qualifications, training, experience and seniority.

### **25B.7 TRIAL PERIOD**

All appointments shall be considered as a temporary trial period for the first thirty (30) days; a time during which either the Employer or the Employee may unilaterally void the appointment for just cause.

The Employer shall give the promoted or transferred Bargaining Unit Member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job.

In the event an Employee is returned to his/her previous position, reason shall be given the Employee in writing.

### **25B.8 DEFINITION OF TRANSFERS**

Transfers shall be defined as either a voluntary or involuntary change in a work location, and/or a transfer from one classification to another.

### **25B.9 INVOLUNTARY REASSIGNED**

Any classified/non-certified Bargaining Unit Member involuntarily reassigned to a lower paying position, not resulting from disciplinary action, shall have his/her current base salary maintained.

### **25B.10 VOLUNTARY TRANSFERS**

1. Voluntary transfers shall be given top priority before any involuntary transfers are made. The denial of a request for a transfer shall be for just cause and the reasons therefore shall be provided in writing.
2. Any member of the Bargaining Unit shall have the right to request a voluntary transfer at any time.
3. New hires shall not be assigned to vacancies prior to the initiation of the implementation of voluntary transfers except as needed in accordance with specific job announcements.
4. No Bargaining Unit Member shall be discriminated against because of a request to transfer.
5. Applicants who desire a change in assignment and/or a transfer to another work location, shall request the transfer in writing, submitted to the immediate supervisor with a copy to the Assistant Superintendent.
6. Receipt of the request for transfer shall be acknowledged by the Employer.
7. A transfer request may be withdrawn in writing any time prior to having been acted upon by the personnel department.

### **25B.11 INVOLUNTARY TRANSFER**

1. Involuntary transfers may be affected only for reasonable and just cause, such as, economic hardship, as part of a necessary reduction in force, when new buildings open, when a facility is closed, when there is a decline in student enrollment, or to a staff program.
2. Each member of the Unit involuntarily transferred because of the aforementioned shall have priority over voluntary applicants, should a similar vacancy occur in his/her former job classification within (1) year of the involuntary transfer.
3. When involuntary transfers are necessary because of the aforementioned, lists of available positions elsewhere in the district shall be made available to all personnel being reassigned. In filling such positions, preference shall be given to qualified displaced Employees over new hires.
4. An involuntary transfer will be made only in cases of emergency or to prevent undue disruption of the educational program or for just cause. When an involuntary transfer is initiated by the Board, the affected Employee shall be granted an interview with representation if so requested. The Employee shall be notified immediately, in writing of the reasons for the transfer.

## 25B.12 Paraprofessionals Who Must Provide Physical Assistance

- I. In the spring, all paraprofessionals who work at a location that will be receiving students who require physical assistance **may** choose to take the Functional Physical Assessment:
  - A. If the paraprofessional passes, then he/she stays in his/her current position.
  - B. If the paraprofessional fails the Functional Physical Assessment, he/she will be displaced and involuntarily transferred.
    1. He/she may select a position from any of the current open positions which he/she is physically capable of performing before these positions are open to transfers.
    2. IF no positions are available, the paraprofessional will “bump” the last hired paraprofessional who is in a position which he/she is physically capable of performing regardless of the location.
    3. Once the paraprofessional is involuntarily transferred by (1) or (2) in the aforementioned, he/she shall have priority over voluntary transfers should a similar vacancy occur within (1) year of the involuntary transfer.
    4. If the paraprofessional elects to take such a position as stated in (3) above within that year, it will be considered a voluntary transfer, and he/she will have to remain in that position for at least two years.
- II. If the paraprofessional is deemed unable to perform physical assistance by the RN and is not able to be reassigned to another paraprofessional position at that location, then the paraprofessional **may** choose to take the Functional Physical Assessment:
  - A. If the paraprofessional passes, then he/she stays in his/her current position.
  - B. If the paraprofessional fails or chooses not to take the Functional Physical Assessment, he/she will be displaced and involuntarily transferred.
    1. He/she may select a position from any of the current open positions for which he/she is physically capable of performing before these positions are open to transfers.
    2. If no positions are available, then the paraprofessional will “bump” the last hired paraprofessional who is in a position which he/she is physically capable of performing regardless of the location.
    3. Once the paraprofessional is involuntarily transferred by (1) or (2) in the aforementioned, he/she shall have priority over voluntary transfers should a similar vacancy occur within (1) year of the involuntary transfer.
    4. If the paraprofessional elects to take such a position as stated in (3) above within that year, it will be considered a voluntary transfer, and he/she will have to remain in that position for at least two years.
- III. If the paraprofessional refuses or claims he/she is unable to perform physical assistance for any reason and has not been deemed unable to perform the physical assistance by the RN, then the paraprofessional **must** take the Functional Physical Assessment:
  - A. If the paraprofessional passes, then he/she stays in his/her current position.
  - B. If the paraprofessional fails, and is not able to be reassigned to another paraprofessional position at that location, then he/she will be displaced and involuntarily transferred.
    1. He/she may select a position from any of the current open positions which they are physically capable of performing, before these positions are open to transfers.
    2. IF no positions are available, then the paraprofessional will “bump” the last hired paraprofessional who is in a position which he/she is physically capable of performing regardless of the location.
    3. Once the paraprofessional is involuntarily transferred by (1) or (2) in the aforementioned, he/she shall have priority over voluntary transfers should a similar vacancy occur within (1) year of the involuntary transfer.
    4. If the paraprofessional elects to take such a position as stated in (3) above within that year, it will be considered a voluntary transfer, and he/she will have to remain in that position for at least two years.
  - C. If the paraprofessional refuses to take the Functional Physical Assessment, then the paraprofessional will be terminated.

## 25B.13 TEMPORARY CHANGE IN DUTIES

Any Bargaining Unit Member who temporarily assumes the duties of another Bargaining Unit member will be paid the regular rate for those duties. A Bargaining Unit Member's pay rate shall not be reduced as the result of any temporary change in duties.

## **ARTICLE 26**

### **CHILD CARE**

#### **26.1 CHILD CARE COMMITTEE**

The Employer, recognizing the needs of working parents, agrees to the establishment of a Child Care Committee consisting of three (3) Bargaining Unit Members selected by the Association and three (3) management representatives. A chairperson shall be selected by the Committee. The purpose of the Committee shall be to research the feasibility of establishing a child care facility for employees of Vermilion Parish Public Schools. Provisions will be made to allow Committee members to perform their functions partially during working hours without loss of pay.

## **ARTICLE 27**

### **COMPENSATION AND RELATED PROVISIONS**

#### **27.1 LIFE INSURANCE**

The Board shall provide term life insurance for each Employee in the amount of \$12,000.

#### **27.2 COMPENSATION AND RELATED PROVISIONS**

Mandatory physical examinations, and/or finger printing for any bargaining unit members shall be paid by the Board.

#### **27.3 PERSONAL PROPERTY LOSS**

The Board shall provide reimbursement to Bargaining Unit Members who suffer, while in the performance of their duties, personal property loss or damage due to the theft (including automobile battery) and vandalism (including smashed wind-shields and slashed tires), after review and approval of the Board. Excluded from this provision is currency and automobile damage which has not made the automobile inoperable. Necessary guidelines and limitations shall be established by the Board and disseminated. Only uninsured loss is eligible for reimbursement. Further, to be eligible under this provision, the Employee must exercise reasonable care.

#### **27.4 RETIREMENT FUND CONTRIBUTIONS**

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

#### **27.5 RETIREMENT FUND PLACEMENT**

Should an Employee be placed into the wrong retirement plan through administrative error of the Board or its employees, the Board shall assume all cost involved in the appropriate placement of the employee as well as any direct monetary loss the Employee may have incurred as a result of said error.

#### **27.6 ALLOTMENT INSURANCE**

The Board, for the 2006-2007 school year, shall pay per month for every bargaining unit member, according to the following schedule:

61.39% EMPLOYEE ONLY

55.82% EMPLOYEE + 1

54.12% EMPLOYEE + FAMILY

57.63% Two married VPSB employees + 1

56.94% Two married VPSB employees + family

In the event of an increase in the cost of the insurance in excess of the amount budgeted by the board, the parties agree to reopen negotiations on the issue.

#### **27.7 CAFETERIA PLAN**

The Board shall provide the opportunity for Employees to voluntarily participate in a cafeteria plan in accordance with Section 125 of the Internal Revenue Code.

#### **27.8 SELECTION OF INSURANCE CARRIER(S)**

a. The established insurance committee, consisting of the Board's insurance committee and three (3) members appointed by VAE, shall compile a list of acceptable providers for employee fringe benefits programs (i.e., hospital, life, etc.) and make recommendations to the Board.

b. NEA Benefits personnel shall have access to schools for employees' benefits offerings two weeks prior to regularly scheduled insurance companies.

#### **27.9 TWELVE-MONTH COVERAGE**

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

## **27.10 NEW EMPLOYEE COVERAGE**

A. Employees new to the parish will be covered by all Board-provided insurance thirty (30) days following the first day of the month subsequent to the date of hire.

B. New teachers will be issued a check in the amount of \$500 (with no deductions) on the Friday before Labor day, with the balance of the first month's salary coming at the regular pay period.

## **27.11 MILEAGE**

Employees shall be paid mileage at the same rate paid by the State of Louisiana. This rate shall be determined by July 1<sup>st</sup> of each year and shall be applicable through June 30<sup>th</sup> of the following year.

Testing Coordinators who travel in this role to complete duties for state testing will not receive this reimbursement for travel as they are already receiving a stipend for the travel and work they must do as testing coordinators.

## **27.12 PAY DAYS-SCHOOL IN SESSION**

Pay checks shall be delivered to Employees in sealed individual envelopes, at the work location, during the normal school year.

## **27.13 PAY DAYS-SCHOOL NOT IN SESSION**

If a regular pay date, during the school term falls on a day when school is not in session, the Employees shall receive pay on the last day that school is in session. During the summer period, checks shall be mailed by close of the work day one day prior to pay date, to the designated address of the Employee.

## **27.14 PAY DAYS SPECIFIED**

Pay days shall be as follows:

On the last work day of the month.

## **27.15 EXPERIENCE CREDIT - MILITARY SERVICE**

Credit experience in the armed services of the United States will be allowed as credit elsewhere up to five (5) years for Bargaining Unit Members. A year of military service is defined to include not less than nine (9) months of any twelve (12) month period. The dates of induction and separation from active duty will determine the period of service.

## **27.16 EMPLOYER ZONING OPTIONS**

Employees shall have the option to bring their children to schools within their work zone. Itinerant teachers shall have the option of their domicile zone or the last school work site. Central office staff shall have the option of their domicile zone or any Abbeville school location.

## **27.17 SALARY SCHEDULES**

Salary schedules for each bargaining unit job classification shall be agreed upon by the negotiations teams for both the board and VAE, and copies shall be posted on-line on the official school board website and at each school site. Such schedules shall be based on the calendars as negotiated by the Board and the VAE.

Should the legislature enact any increase to any Employee salary during the life of this agreement, the increase will be added to appropriate schedule(s) and posted as described above.

## **27.18 SUPPLEMENTAL JOBS-NEGOTIATED**

If during the term of the Agreement the Board shall create any additional supplemental jobs, involving Bargaining Unit Members, the rate of pay shall be determined by negotiations between the Board and VAE.

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

The supplemental pay schedule shall be as set forth in Appendix J which is attached to and incorporated into this agreement.

### **B. Supplemental Jobs - Payroll Procedures**

Supplemental pay shall be added to the Employees salary and paid in equal installments each pay period.

## **27.19 EMPLOYER LUNCHES**

All bargaining unit members will be charged \$2.00 for school lunches.

## **27.20 ATHLETIC EVENTS ADMITTANCE**

All bargaining unit members shall be admitted without charge to all athletic events within the parish.

## **ARTICLE 28 EFFECT OF AGREEMENT**

### **28.1 COMPLETE UNDERSTANDING**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

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

## **28.2 CONTRACTUAL AMENDMENT**

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

## **28.3 SAVINGS CLAUSE**

If any provision of this Agreement shall be found at any time to be contrary to law by a court of competent jurisdiction, then such provision shall not be applicable, performed or enforced except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

## **ARTICLE 29 DURATION**

### **29.1 DURATION**

This agreement shall be effective as of September 30, 2006 and continued in full force and effect until the 30th day of 2009 except Appendices C through K Salary Schedules and Supplemental schedules, shall be subject to negotiations annually between the Parties during the life of this Agreement. Such negotiations shall begin no later than March 1 of each fiscal year.

The parties acknowledge that during negotiation which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

### **FOR THE VERMILION ASSOCIATION OF EDUCATORS**

**BY**

**PRESIDENT/CHIEF NEGOTIATOR**

### **FOR THE VERMILION PARISH SCHOOL BOARD**

**BY**

**PRESIDENT**

## **APPENDIX A**

### **GRIEVANCE REPORT FORM**

#### Distribution of Form

1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant

#### Submit to Principal/Supervisor in Duplicate

1. Name of Grievant
2. Employee ID Number
3. Position
4. Date/Time Submitted
5. Contract Provision/Allegedly Violated
6. Date of Alleged Violation.
7. School/Department.
8. Name of Principal/Supervisor
9. Statement of Grievance
10. Relief Sought
11. Date of Informal Conference
12. Filing Date of Step 1
13. Filing Date of Step 2
14. Filing Date of Step 3

Signature of Grievant

Date

**APPENDIX AI**

**ASSIGNMENT PREFERENCE FORM**

List the following in the order of priority using the numbers 1-5,  
1 being your top priority.

(a) Current Assignment

(b) Current grade/department in another building

(c) Another grade/department in his/her current building

(d) Another grade/department in another building

(e) If no position is available in any grade/department for which the Bargaining Unit Member is certified, in any building, the Bargaining Unit Member will then be laid off.

**APPENDIX B**

**2006-2009**

**VERMILION PARISH SCHOOL DISTRICT TEACHER'S SALARY SCHEDULE LOUISIANA MINIMUM SALARY WITH PARISH SUPPLEMENT OF \$4,928**

**APPENDIX C**

**VERMILION PARISH SCHOOL DISTRICT OTHER PROFESSIONALS' SCHOOL NURSE (NINE-MONTH POSITION)**

**2006-2009**

**APPENDIX D**

**VERMILION PARISH SCHOOL DISTRICT CONTRACT SUPPORT POSITIONS**

**APPENDIX E,**

**VERMILION PARISH SCHOOL DISTRICT**

**CONTRACT SUPPORT POSITIONS SALARY SCHEDULE**

**APPENDIX F 2006-2009**

**VERMILION PARISH SCHOOL DISTRICT**

**SCHOOL SECRETARIES (10 MONTH SALARY) (GRADE 8-B)**

**APPENDIX G**

**VERMILION PARISH SCHOOL DISTRICT**

**CHILD NUTRITION PROGRAM**

**FOOD SERVICE TECHNICIAN SALARY SCHEDULE (Grade 3-B)**

**APPENDIX H**

**MECHANIC 1, II AND HELPER SALARY SCHEDULE**

**APPENDIX I**

**AIDES SALARY SCHEDULE**

**APPENDIX J**

**2006-2009 VERMILION PARISH SCHOOL DISTRICT COACHES SALARY SCHEDULE**

**EXTRA COMPENSATION**

**1. ATHLETIC DIRECTOR**

**A. Pay scale (based on a year-round work schedule)**

**AAAA - \$1,227 A - \$614**

AAA - \$1,094 B - \$368

AA - \$849 C - \$368

B. The duties and responsibilities of Athletic Directors shall be:

1. To represent his/her school at all district, regional, and state

meetings of the Louisiana High School Athletic Association, and to advise the principal at his/her school on all voting matters brought up at these meetings.

2. To organize and supervise the coaching staff at his/her school. The athletic director will work to assure full cooperation among the individual coaches on the staff through meetings and other means.

3. To organize and coordinate the entire athletic program and supervise all school sponsored athletic activities at his/her school.

4. To organize, coordinate and supervise the junior high school athletic program at his/her school or schools.

5. To be responsible for the making and forwarding of all eligibility and insurance lists for all sports at his/her school.

6. To be responsible for the making of all transportation requests for all athletic events at his/her school.

7. To approve requests and order materials, supplies and equipment for the athletic program.

8. To supervise all athletic facilities, schedule practice use, and recommend maintenance and repairs.

9. To make the head coach of each sport responsible for the duties that are pertaining to his/her sport.

10. To interview prospective coaches and make recommendations to the principal regarding employment and termination of employment of coaches.

11. To be responsible in the financial areas of the athletic program, financial reports, ticket sales, programs, payments to game officials, etc.

12. To assure that no pressure is exerted on a student by coaches, faculty members, players, or others to select one sport over another. Any choice must rest strictly with the athlete, and such pressure on the part of any coach will be considered unethical.

13. To assure that all coaches and athletes at his/her school adhere strictly to the code of good sportsmanship as set down by the Louisiana High School Athletic Association.

C. The Athletic Director will be directly responsible to the principal for all activities involving the athletic program at his/her school.

## 2. HEAD FOOTBALL COACH

AAAA - \$1,457 AA - \$1,330

AAA \$1,457 A - \$1,227

## 3. ASSISTANT FOOTBALL COACH

AAAA - \$849 AA - \$726

AAA - \$849 A - \$614

Football coaches who work the full month of August prior to the opening of school will receive an additional \$573.00.

If a coach works in a supportive role, he is to receive \$245.00.

## 4. HEAD BASKETBALL COACH

All classes to receive \$1,094.00.

## 5. ASSISTANT BASKETBALL COACH

All classes to receive \$614 (if they actually coach the full season.)

An assistant doing supportive work in basketball is to receive \$245.00.

## 6. HEAD TRACK, BASEBALL AND SOFTBALL

AAAA - \$849 A - \$726

AAA - \$849 B - \$726

AA - \$849 C - \$726

Coaches who have tracks at their school and host track meets for

schools in the parish that do not have tracks will receive an additional \$61 per meet, up to \$245, or four (4) meets.

## 7. OFF SEASON CONDITIONING COACH

AAAA - \$849 A - \$614

AAA - \$849 B - \$614

AA- \$726 C - \$614

## 8. ASSISTANT TRACK AND ASSISTANT BASEBALL

AAAA - \$614 A - \$486

AAA - \$614 B - \$486

AA - 614 C - 486

If track pay is for supportive work, pay shall be \$245.00.

**9. VOLLEYBALL COACH**

All classes to receive \$614.00.

If the coach works the full month of August, as football coaches do, they will receive an additional \$368.00.

**10. GOLF - TENNIS COACH (Full-time program)**

All clams to receive \$368.00.

**CROSS COUNTRY TRACK COACH \$ 368**

**Note: Coaches may receive compensation for concurrent sports/ Assignments**

**APPENDIX J CONTINUED**

**2006-2009 VERMILION PARISH SCHOOL DISTRICT CON-TRACT PERSONNEL EXTRA COMPENSATION**

**Speech Therapists \$307**

**Head Janitors - with 3 or more janitors \$614**

**Head Janitors - other \$358**

The board reimbursed student activity sponsorship shall be assigned by the building principal in accordance to the following:

1. Priority given to the existing sponsorship volunteer,
2. Acceptance of sponsorship is voluntary,
3. Sponsorship shall be advertised in-house in May for the following year,
4. Mutual agreement on duties/responsibilities between sponsor and principal,
5. A teacher may be released from the student activity sponsorship for reasons of health, just cause, or for any reason which is mutually agreed to by the teacher and the building principal during their one (1) year assignment.

Refusal to accept student activity sponsorship shall have no bearing on continued building assignment, formal evaluation, or criteria for transfer.

**Band Directors of Schools with Football and Marching Band \$1,330**

**All Other Band Directors \$972**

**a. Aug Supplement Marching Band FB schools\$573**

**b. Jazz Ensemble Dist/Instr competition \$200**

**c. LMEA Dist/State Conct. Festvl. Prep. \$200**

**Choral Directors (Full-time) \$716**

**Speech Coach High School \$1,000**

**Junior and Senior Class Sponsor \$180**

**Cheerleader Sponsor High School and Middle \$180**

**Pep Squad \$180**

**Student Council (High & Middle) \$180**

**Beta/Jr. Beta Club Sponsors \$360**

**Renaissance Program Coordinator(s) \$360**

**Co-Beta Club Sponsors \$180**

**School Newspaper Sponsor (Parishwide) \$3,000**

**Yearbook Sponsor (Parishwide) \$5,000**

**Math/Science or other academic club Sponsor \$180**

**District and Regional Rally Sponsors\***

**SBL Committee Chairperson \$600/300 \*\***

**School Improvement Committee (Teacher Members) \$360.00/school (Division is to be made by committee chair and the principal. The committee chair shall be responsible for recording time and dates)**

**FBLA Sponsors \$180**

**FHA Sponsors \$180**

**4H Club Sponsors \$180**

Dance Club Sponsors	\$180
Special Olympics Coordinator	\$500
FTA Sponsors	\$180
Quiz Bowl Sponsors	\$180
Parish Day Government Sponsors	\$180

\*Per diem of \$50/rally  
\*\*10 Largest referral schools \$600  
\*\*10 Smallest \$300

**APPENDIX K**

**2006-2009 VERMILION PARISH SCHOOL DISTRICT CONTRACT AUTO DEPRECIATION ALLOWANCE**

The following amounts will be paid in addition to mileage expense for the operation of an employee automobile in the performance of school and other official duties:

Itinerant Speech Therapists \$460\*\*

Homebound Teacher \$460\*\*

Itinerant Teacher \$460\*\*

Registered Nurse \$460\*\*

\*\*Nine Month Employees