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AGREEMENT

between

ORLEANS PARISH SCHOOL BOARD

and

UNITED TEACHERS OF NEW ORLEANS

September 27, 1987

through

June 28, 1990



CONTRACT

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**A Statement From The President
of the
United Teachers of New Orleans
AFT/LFT/AFL-CIO**

September, 1987

Dear Colleague,

Thanks for your support during the long and arduous negotiations between the Union and Management. A special thanks goes to the members of the Negotiation and Contract Development Committees, Area Coordinators and Building Representatives as well as the UTNO Staff.

Several contract advances were made during the negotiations including the establishment of an employee sick bank and a flexible benefits program. Elementary teachers have gained additional planning time. In keeping with the Union's effort to increase teachers' participation in educational decision making, two joint union/management Quality Circles will be established for the purpose of developing recommendations pertaining to class size and improving student achievement. The contract also provides for the appointment of a joint Union/Management Committee that will develop a career ladder program to be implemented when funds are available.

Given the dire financial crisis the city and state are currently experiencing, the contract contains no improvements in economic benefits. The Union, however, is working with a broad based coalition to gain voter approval of an increase in property taxes for the school system. Success at the polls will ensure success during the wage re-opener negotiations provided for in this agreement. In addition to providing revenues to implement salary increases, passage of the millage will generate funds to air condition schools and purchase instructional equipment and supplies.

Each bargaining unit member is encouraged to become familiar with the provisions of this agreement. To assist you in identifying the changes incorporated, all new language is printed in bold type.

Again, thanks for your support!

Fraternally,


Nat LaCour, President
United Teachers of New Orleans

NLaC/

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ARTICLES OF AGREEMENT

THIS AGREEMENT is made and entered into on September 27, 1987, by and between ORLEANS PARISH SCHOOL BOARD, hereinafter referred to as the "BOARD", and the UNITED TEACHERS OF NEW ORLEANS, hereinafter referred to as the "UNION":

ARTICLE 1 RECOGNITION

1:1 Representation Unit (Bargaining Unit)

For the purpose of negotiations of wages, hours, and working conditions, but not inherent management policy, the BOARD recognizes the UNION as the sole and exclusive representative for all full-time teachers who are regularly certificated, temporarily certificated, or who hold an emergency permit, including special education teachers, speech, hearing and language specialists, and practical nursing instructors, visiting teachers, social workers, counselors, nurses, physical and occupational therapists, D.E. and C.O.E. teachers, cerificated staff of the Teacher Center, federally and externally funded teachers. All other current positions of the Orleans Parish Public Schools are excluded.

Definition: For the purposes of this Agreement only, a full-time employee shall be defined as any employee in the unit defined above who works a minimum of fifty percent (50%) of the hours per week designated for their job classification.

A non-certificated/non-permit holding individual hired to fill a bargaining unit vacancy shall become a member of the unit after ninety

(90) consecutive working days of employment. Such an individual may be replaced by a certificated/permit holding teacher at any time and shall not have recourse to Article 7, Article 11, or Article 13 under such circumstances.

- 1:2 If during the life of this Agreement the BOARD should create a position similar to those employment classifications included in the bargaining unit described in 1:1, the BOARD and the UNION shall meet to discuss their inclusion in the bargaining unit.

ARTICLE 2

UNION, MAJORITY RIGHTS

- 2:1 Administrative Notices, Bulletins, Etc.
Two (2) copies of the Superintendent or Area Superintendent notices, bulletins, directives, or posting directed or distributed to Members of the Unit generally or to categories of members of the unit, such as librarians, nurses, counselors or all members of the unit in one school will be supplied to the President of the UNION.
- 2:2 Superintendent's Bulletin
The Superintendent's Bulletin and all position announcements in the Bulletin shall be posted in the teacher's lounge. The BOARD shall make the Superintendent's Bulletin available to members of the unit assigned to non-public schools. Information concerning all position announcements in the Bulletin shall be available in the Personnel Office.
- 2:3 Copies of the Agreement
Not later than two(2) days after ratification of the Agreements by the BOARD and the UNION, the UNION shall provide the BOARD with a typed and proofed copy of the Agreement. The BOARD and the UNION shall equally share the cost of printing the

Agreement. Sufficient copies of the Agreement will be printed for the Bargaining Unit and the total Administrative Staff. The UNION shall distribute the printed Agreement to all bargaining unit members and the BOARD shall distribute copies to members of the unit hired after the initial distribution. The BOARD shall maintain a printed copy of the Agreement at each school and administrative office.

**2:4 Access to Unit Members' Mailboxes,
Bulletin Boards**

Official representatives of the UNION shall have the right to place UNION materials, newsletters and notices in the mailboxes of members of the unit, and to post official UNION notices and memoranda on a bulletin board provided by the BOARD. As a matter of courtesy, a copy of all material distributed shall be given to the building administrator and the Employee Relations Office no later than the time it is distributed.

2:4.1 The BOARD shall provide the UNION with one (1) bulletin board at each school in a place normally accessible to members of the unit. The Bulletin Board shall be of a size sufficient for the posting of normal-sized notices and materials relating to the UNION. Such Bulletin Boards shall be reserved solely for UNION materials.

2:5 School Visitations by UTNO Representatives
Representatives of UTNO shall have the right to schedule meetings at schools prior to the start of the school day, after the close of the school day or during the duty-free lunch periods of members of the unit.

2:5.1 Request for space in which to hold such meetings shall be made by a designated UNION representative to the Principal

twenty-four (24) or more hours prior to the scheduled time except if the UNION representative in writing declares that because of an emergency he is requesting the waiver of the twenty-four (24) hour notice. Providing such meeting shall in no way interfere with the administration, of the school and no previous general faculty meeting has been scheduled by the school or Central Administration, approval shall not be withheld.

2:5.2 If a representative of the UNION desires to visit a school for the purpose of conferring with a teacher(s) during the normal hours of school operation, such representative shall first report to the administrative office and sign the Visitors' Register. Such conference may take place in the faculty lounge but shall not interrupt a teacher's assignment.

2:6 Exclusivity

2:6.1 Except as changed by 2:7, the UNION shall be the only collective bargaining organization which seeks to represent teachers to have the following exclusive rights during the term of this AGREEMENT:

2:6.2 Utilize the intra-school bulk mail deliveries.

2:6.3 Have access to the individual mailboxes for notices and bulletins not delivered through the United States Postal Service.

2:6.4 Post official notices and memoranda on the school bulletin board.

2:6.5 Receive a copy of the School Board's Meeting agenda prior to public dissemination.

2:7 In the event of decertification proceedings, or if another organization establishes the right under BOARD policy, State or Federal Law to challenge the representation status of the UNION, paragraphs 2:6.1 through 2:6.5 are null and void for the thirty (30) day period prior to the date of such election.

- 2:8 Agenda, Minutes of BOARD Meetings
- 2:8.1 A copy of the agenda shall be made available to the UNION on the work day prior to any public BOARD meeting.
- 2:8.2 The UNION shall have the right to speak at any public BOARD meeting on any issue which is scheduled for BOARD action prior to such action.
- 2:8.3 The UNION shall be provided with a copy of the official minutes of each BOARD meeting the day following action of the BOARD approving the minutes.
- 2:9 Teacher Lists, Etc.
- 2:9.1 Upon written request by the UNION, not to exceed six (6) occasions per year, the BOARD will provide the UNION with two (2) computer print-outs (one alphabetical, one by work location) of members of the unit or upon request, a computer tape. The list shall contain the names, addresses, telephone numbers, last date of hire, job title, social security number, and work location of members of the unit, and identify those members of the unit for whom union dues are deducted and those members who participate in the Hospitalization Program.
- 2:9.2 Upon request the BOARD shall provide the UNION not more than two (2) times during the school year a list of members of the bargaining unit by seniority within areas of certification. After the 30th school day of each year, upon request, the BOARD shall provide the UNION not more than two (2) times per year with a listing of all members of the unit assigned as a school nurse, practical nursing instructor, librarian, speech, language and hearing specialist, school social worker, instrumental music teacher, vocal music teacher, special education teacher, kinder-

garten teacher, counselor, T & I teacher and/or coach. The format for the list for each of the above employee categories shall be in alphabetical order by school/work location with the names of the bargaining unit members in each of the categories alphabetized.

2:9.3 On a monthly basis, the BOARD shall provide the UNION with the information listed in 2:9.1 for each newly hired member of the unit and the name, social security number and work location of each member of the unit granted a leave and each member of the unit leaving the bargaining unit.

2:9.4 The UNION shall furnish the Superintendent or designee with a list of the current officers and building representatives of the UNION and shall notify the Superintendent or designee, in writing, of any changes in the list at the time of election or appointment of any new officers or building representatives.

2:10 Payroll Deduction of Dues

2:10.1 The BOARD, during the life of this AGREEMENT, will deduct from the pay of each employee covered by this AGREEMENT the UNION's annual membership dues 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. Authorizations by employees for deduction of the UNION's annual membership dues shall remain in force from year to year unless revoked by the employee within the thirty day period prior to the completion of any annual payment.

2:10.2 The BOARD, during the life of this AGREEMENT, will deduct from the pay of each employee covered by this AGREEMENT, the

UNION's annual political action contributions 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 by employees for deduction of the UNION's annual political action contributions shall remain in force from year to year unless revoked by the employee within the thirty day period prior to the completion of any annual payment.

- 2:10.3 Such deductions shall be in twenty (20) bi-weekly installments. The BOARD shall transmit to the UNION all such dues collected on a bi-weekly basis. The BOARD shall provide an alphabetical computer printout listing the employee's name, work location, social security number, amount deducted and total deductions for the year to date. The BOARD shall provide a separate listing of additions, deletions, and skips from the previous listing.
- 2:10.4 The UNION shall indemnify, defend and save the BOARD harmless against any and all claims, demands, suits, or other forms of liability that shall rise out of or by reason of action taken by the BOARD in reliance upon payroll deduction authorization cards submitted by the UNION to the BOARD or by an individual teacher to the BOARD.
- 2:10.5 There shall be no payroll deduction for dues on behalf of members of the Bargaining Unit to any teacher organization other than the UNION.
- 2:10.6 With the exception of information needed for negotiations, the UNION will reimburse the BOARD for the reasonable cost of new computer programming requested by the UNION.
- 2:11 Leaves for Union Service

2:11.1 Upon request of the UNION, the BOARD shall grant a leave of absence without pay to a member of the bargaining unit to extend through the end of the school year for the purpose of conducting UNION business. Such leaves shall be granted on a full or one-half ($\frac{1}{2}$) day basis upon request. No more than four (4) members of the unit shall be placed on such leaves at any one time.

2:11.2 Any member of the unit who is elected or appointed consistent with the provisions in 2:11.1 to a full-time position with UTNO or its National Affiliate 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. Upon return from such leaves 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 to its equivalent.

2:11.3 Leaves for the purpose of serving a collective bargaining organization shall not be granted to any other organization than the UNION.

2:12 Negotiations on School Time

When negotiations are mutually scheduled during the school day, the Administration agrees that no more than ten (10) members of the UNION bargaining team selected by the UNION shall be released from their duties without loss of pay or benefits. Negotiations shall be scheduled during the school day only if negotiations are also carried out evenings and weekends. Substitutes for classroom teachers on the UNION Bargaining Team shall be provided in accordance with BOARD practice on substitutes.

2:13 Information, Statistics, Etc.

Upon reasonable request, the BOARD shall provide the UNION with records and data necessary for it to adequately provide representation in collective negotiations or in processing a specific grievance. Such records and data will not include working papers, internal administrative communications or any tentative budget materials. The UNION must first secure written permission from the employee authorizing the release of information before Personnel may release such information.

2:14 Superintendent Meetings

The Superintendent or his designee shall meet with representatives of the UNION, once per month, upon written request of the UNION at a mutually agreeable time to discuss matters of mutual concern. Such meetings shall not be utilized to resolve grievances.

2:15 UTNO Building Committee

2:15.1 A UNION Building Committee shall be selected during the first week of the school year at each school by the UNION members. The Committee shall consist of not less than two (2) nor more than five (5) UNION members. The UNION Building Representative shall be a member of the Committee. In those schools which have both teachers and paraprofessionals assigned, the UNION Building Committee shall be composed of the teacher and paraprofessional UNION Building Representatives and up to four (4) other UNION members.

2:15.2 The Principal of the school shall meet once per month with the UNION Building Committee at the request of either party after regular school hours and on a mutually agreeable date

to discuss school operation. Such meetings shall not be used to resolve grievances. Agenda items shall be exchanged by the principal and building committee twenty-four hours in advance.

2:15.3 School faculty members and the UNION Building Committee may recommend the inclusion of specific items of professional concern for faculty meeting agenda. Faculty members shall have the right to speak on any agenda item.

2:15.4 If a matter of school operation has not been satisfactorily resolved after having been discussed at the monthly meeting referred to in 2:15.2 and at a faculty meeting, the UNION Building Committee may request a meeting with the Area Superintendent and the principal. Should the matter not be resolved at the Area Superintendent's level, the UNION may discuss the matter in the monthly meeting with the Superintendent, referred to in 2:14.

2:16 Building Representatives

2:16.1 The BOARD and the UNION agree upon the needs of members of the unit to understand the provisions of the contract. To facilitate this understanding, each UNION Building Representative or alternate shall be permitted to attend one (1) day of UNION in-service training each school year, without loss of pay or deduction from sick/emergency or personal leave, during school hours. Written requests seeking permission to attend such UNION in-service training shall be presented to the Employee Relations Office by the UNION at least ten (10) work days in advance of such training date. The UNION shall endeavor to hold this in-service on any Friday following the thirtieth (30) school day. Persons who hold the classes of absent Building Represen-

tatives on this occasion shall not be compensated.

2:16.2 If a UNION Building Representative in a secondary school so requests, the principal shall not assign a homeroom or homeroom duty. If the UNION Building Representative in an elementary school so requests, the principal shall not assign lunch duty or such duties as defined in 17:5 and 17:5.1.

2:17 In the event legislation is enacted during the life of this Agreement allowing for Agency Shop provisions, the BOARD agrees to re-open this provision, upon the request of the UNION, for re-negotiations.

ARTICLE 3

NON-DISCRIMINATION

3:1 Neither the BOARD nor the UNION shall discriminate against any member of the unit on the basis of race, sex, creed, color, national origin, age, marital status, membership or non-membership in any employee organization nor for the lawful exercise of constitutional rights.

ARTICLE 4

POLICY AND PRACTICE

4:1 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 provisions of this AGREEMENT.

4:2 Any previously adopted written policy, written practice, written rule or regulation extant which relates to wages, hours or conditions of employment which is not superseded or replaced by this AGREEMENT is preserved.

- 4:3 The BOARD shall not during the life of this AGREEMENT establish any written policy, written practice, written rules or regulation inconsistent with the terms of this AGREEMENT.
- 4:4 If the BOARD intends to establish a new educational policy, practice, rule, or regulation which has an impact upon the terms and conditions of employment of the members of the unit, the BOARD shall negotiate over such impact with the UNION.

ARTICLE 5

NOTIFICATION OF NEWLY HIRED TEACHERS

- 5:1 The BOARD agrees to furnish each new and re-engaged employee within the negotiating unit upon his/her hiring, a copy of the current UTNO/OPSB Teacher Agreement.
- 5:2 Upon request, the UNION shall be placed on the agenda for a twenty (20) minute presentation at the system-wide orientation conducted for newly hired members of the bargaining unit. **UTNO shall be the only teacher organization allowed to make a presentation at this meeting and to distribute literature.**

ARTICLE 6

SAVINGS CLAUSE

- 6:1 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. In this event, the BOARD and the UNION shall meet within a reasonable time, but in no event later than two (2) weeks, in a good faith effort to reach a decision as to the need for the type of substitute action.

6:2 In the event any provision of this AGREEMENT shall be found at any time to be contrary to law by a court of competent jurisdiction, all other provisions of the AGREEMENT shall continue in effect.

ARTICLE 7

GRIEVANCE PROCEDURE

STATEMENT OF COOPERATION

7:1 The BOARD and the UNION are committed to cooperatively resolve problems. The BOARD and the UNION agree that they will use their best efforts to encourage the fair and prompt settlement of disagreements which may arise under the terms and conditions of this Agreement.

7:2 Definition

For the purpose of this AGREEMENT, a grievance is defined as a dispute between the BOARD and the UNION or any employee covered hereby with respect to the alleged violation of a specific provision of this AGREEMENT, provided that the term grievance shall not apply to: (a) any matter for which a method of review is prescribed by law; (b) any matter for which according to law is either beyond the scope of the BOARD's authority or limited to unilateral action by the BOARD alone; (c) a complaint of a nontenured teacher which arises by reason of his/her not being re-employed; or, (d) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.

7:3 Any member of the bargaining unit or the UNION shall have the right to have his/her grievance presented by the UNION as specified herein.

7:4 The employee directly affected shall first take up the matter with his/her principal or supervisor in an attempt to resolve the matter informally at that level. The employee may be accompanied by the UNION Building Representative at this meeting.

7:5 Step 1 - Principal

Any employee who believes he/she has a grievance shall set forth his/her grievance in writing within thirty (30) work days of the date of the occurrence of the events giving rise thereto or when the grievant should have reasonably been aware of the events giving rise thereto and present it to the principal on an appropriate form, specifying: (a) the specific nature of the grievance and the contract clause violated, (b) the results of previous discussions, (c) the date and time of presentation, (d) the relief sought. The principal shall convene a conference within ten (10) school days at which the grievant may choose to include the building representative. Within three (3) work days following the conference, the principal shall communicate his/her decision to the employee in writing.

7:6 Step 2 - Area Superintendent

In the event the grievance is not sustained and/or the relief sought in the grievance is not granted, the grievant may no later than five (5) work days after receipt of the principal's written decision, appeal the grievance to the Area Superintendent. The appeal to the Area Superintendent must be made in writing, restating the grievance and the relief sought exactly as submitted to the principal, at Step 1. The Area Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The Area Superintendent shall com-

municate his/her decision in writing to the employee, to the principal, and to the UNION. In the event a conference is held, the grievant shall be given at least two days' notice and may have a representative of his/her choice at the conference. In the event a grievant amends a grievance on an appeal to the second step, the grievance shall be remanded to the principal as a Step 1 grievance. The thirty (30) day time limit shall be waived.

7:7

Step 3 - Superintendent

In the event the grievance is not sustained and/or the relief sought is not granted, the grievant may no later than five (5) work days after receipt of the Area Superintendent's written decision, appeal the grievance to the Superintendent or his designee in writing, restating the grievance and the relief sought exactly as submitted to the Area Superintendent in Step 2. All documents previously submitted by the UNION in connection with the grievance shall be submitted to the Superintendent with such request. The Superintendent or his designee shall conduct the conference and shall render a decision no later than fifteen (15) work days after receipt of the grievance. The grievant shall be given at least two (2) work days' notice of the conference. The grievant may have a representative of his/her choice at the conference.

7:8

Step 4 - Arbitration

In the event the grievance as presented in Step 3, is not sustained and/or the relief sought is not granted, the grievance may be appealed to the arbitration procedure hereinafter established. The UNION 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 step answer.

- 7:8.1 A request for arbitration shall state in reasonable detail the nature of the dispute and the remedy requested. Within ten (10) work days after the receipt of a request to arbitrate, the **BOARD** will give its response thereto in writing stating whether or not it believes the stated dispute to be arbitrable.
- 7:8.2 If the **BOARD** disagrees as to the arbitrability of the dispute, either the **BOARD** or the **UNION** may request a conference to discuss the issue of arbitrability and to seek to resolve the differences between the parties. The conference shall be held not later than fifteen (15) work days after receipt of the **BOARD's** response in 7:8.1.
- 7:8.3 In the event the **BOARD** has asserted that the dispute contained in the request for arbitration is not arbitrable, the question of arbitrability shall be determined by the arbitrator to whom the grievance is assigned.
- 7:8.4 If a final judgment of an arbitrator has determined that a request raises arbitrable issues, the arbitrator's decision shall specify in reasonable detail the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon those issues and the arbitrator shall have no authority or jurisdiction to consider issues other than those specified.
- 7:8.5 If the **BOARD** agrees as to the arbitrability of the dispute, the **BOARD** and the **UNION** will proceed to arbitration in the manner set forth below.
- 7:8.6 In the event arbitration is voluntarily agreed to on timely request or ordered by an arbitrator, the **BOARD** and the **UNION** shall endeavor to mutually agree upon an arbitrator. If the parties fail to agree on such arbitrator within ten (10) work days, 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 UNION and the BOARD shall each 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. Requested transcripts of the proceedings shall be paid for by the requesting party.

7:8.7

In the consideration of the decision of any questions involving arbitrability, it is the specific agreement of the parties that:

- (a) Except for memos of understanding signed and agreed upon by the parties, this AGREEMENT sets out expressly all the restrictions and obligations assumed by the respective parties hereto, and no implied restrictions or obligations are inherent in this AGREEMENT or were assumed by the parties in entering into the AGREEMENT.
- (b) In the consideration of whether a matter is subject to arbitration, a fundamental principle shall be that the BOARD retains all its rights to manage the school system, subject only to the express limitations set forth in this AGREEMENT; it is understood that the parties have not agreed to arbitrate demands which challenge action taken by the BOARD in the exercise of any such retained rights, except where such challenge is based upon a violation of any express limitation set forth in this AGREEMENT.
- (c) No matter will be considered arbitrable unless it is found that the parties clearly agreed that the subject involved would be

arbitrable in light of the principles of arbitrability set forth in this article and constitutes a grievance under the definition of a grievance set forth in 7:2, and no court or arbitrator shall, or may, proceed under any presumption that a request to arbitrate is arbitrable.

7:8.8 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.

7:8.9 The arbitrator shall issue his decision not later than 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 shall set forth the arbitrator's opinion and conclusions on the issues submitted.

7:9 Miscellaneous

7:9.1 The UNION shall be the sole and exclusive employee organization designated to represent grievants in the bargaining unit during the term of this AGREEMENT.

7:9.2 If in the judgment of the UNION a grievance affects a group or class of members of the unit, the UNION may submit such grievance in writing to an Area Superintendent directly, and the processing of such grievance shall be commenced at Step 2 upon mutual agreement of the parties.

7:9.3 Failure to file or appeal grievances within the specified time limits shall constitute a waiver and settlement of the grievance.

- 7:9.4** Failure of a BOARD representative to give his answer within the time limits provided at any step of the grievance procedure will automatically advance the grievance to the next step of the grievance procedure, provided there shall be no waiver of the written notification requirements of Step 4.
- 7:9.5** It is understood and agreed that nothing herein contained shall prevent either the BOARD or the UNION and/or a grievant from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.
- 7:9.6** Neither the BOARD nor the UNION shall subject any employee grievant or employees appearing on behalf of or in opposition to such a grievant to reprisals for participation in the grievance procedure. The grievant's papers shall not be filed in the employee's file.
- 7:9.7** It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations to the BOARD until such grievance and any effect thereof shall have been fully determined.
- 7:9.8** A request for arbitration can be honored only if the grievant or grievants and the organization representing them, waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal, except for the purpose of enforcing the arbitrators award.

ARTICLE 8

DISCIPLINE

- 8:1** The student discipline policy contained in the pamphlet entitled "Discipline and Dress Codes for the New Orleans Public Schools" is

hereby incorporated as part of this AGREEMENT. To provide the widest possible understanding of this policy, copies shall be distributed to new teachers, students, and administrators as well as parents of those pupils new to the Orleans Parish Schools.

8:1.1 Additional copies shall be made available upon request.

8:2 During the two-day period designated for teacher orientation, the principal will distribute, discuss and explain the student discipline policy to all staff members in preparation for student orientation.

8:2.1 Within the first (2) two weeks of the school year, the principal will designate a time during which the teachers will discuss and explain **Discipline and Dress Codes for the New Orleans Public Schools** to their classes. The school will provide for posting in each classroom, beginning with the fourth grade, a listing of individual school rules, **Class II and Class III Behavior violations of the Student Discipline Policy**.

8:3 Sending a student to the office shall be the last resort towards achieving effective discipline in the classroom. A teacher shall have the right to immediately send a student to the office when the seriousness of the offense (as per 8:3.6 and 8:3.7), the persistence of the misbehavior, or the disruptive effect of the misbehavior makes the continued presence of the student in the classroom intolerable on **this day or during this class period**.

Each referral of a student disciplinary problem to the office shall be accompanied by an explanation for the referral on a fully completed Discipline Form. (See Appendix E) In cases of emergency, the teacher may personally bring the student to the office but shall for-

ward the Discipline Referral Form within an hour. The principal or his/her administrative designee shall meet upon request with the teacher to discuss the referral. **OFFICIAL REQUEST FOR CONFERENCE FORMS** may be sent to parents upon obtaining the approval and signature of the principal. (Appendix F)

8:3.1 When a student is sent to the office by the teacher, the student shall not be returned to that class within the same period unless:

1. The teacher requests that the student be returned,
2. The principal or his/her designee is unable to reasonably accommodate the number of students referred to the office,
3. The principal has effectively resolved the problem and conferred with the teacher.

In elementary schools, a class period shall be defined as one (1) hour or the amount of time before the student is scheduled to report to the class of another teacher, whichever is shorter.

8:3.2 In the event a student is sent to the office, the principal or his/her Administrative designee shall counsel with the student and attempt to resolve the problem.

8:3.3 Following such a conference, the principal shall take action to resolve the problem in a manner which is consistent with **BOARD policy and the provisions of this article.**

8:3.4 The principal or his/her designee shall forthwith report to the referring teacher on the appropriate section of the discipline referral form, the administrative action taken on each student referred to the office.

8:3.5 Teachers shall be notified when a student is administratively assigned to their class as a

result of the student having engaged in possession, use, transmittal, or concealment of weapons or battery (bodily injury) to others. Such notification shall identify the negative behavior exhibited by the student and which led to his/her assignment. Said notification shall be made within ten (10) work days.

- 8:3.6 Teachers do not have the authority to suspend or expel students. The principal may suspend a student who commits Class II Behavior violations as identified in the Discipline and Dress Codes for the New Orleans Public Schools and reprinted below for reference.

CLASS II BEHAVIORS

Recommended disciplinary action(s): UP TO 3 DAYS SUSPENSION for the following offenses:

- 2:00 Habitual violation of Class I behaviors
- 2:01 Intentionally providing false information to any employee of the school board
- 2:02 Creating a disturbance in the class and/or on the campus
- 2:03 Trespassing-entering or remaining on school campus without permission or while on suspension
- 2:04 Written or verbal proposition to engage in a sexual act
- 2:05 Leaving the school campus without permission

Recommended disciplinary action(s): UP TO 5 DAYS SUSPENSION for the following offenses:

- 2:06 Disrespect for authority/willful disobedience
- 2:07 Using or possessing tobacco products, matches or lighter
- 2:08 Use of profane/obscene language to any School Board employee
- 2:09 Fighting

- 2:10 Gambling (participating in a game of chance for a reward-money or prizes)**
- 2:11 Extortion or threats**
- 2:12 Possession of stolen property. (Student will not be readmitted until property is returned.)**
- 2:13 Possession of and/or igniting fireworks or fire crackers**
- 2:14 Theft (stealing of an amount of money less than \$100, or an object valued at less than \$100) (Student will not be readmitted until payment/written arrangements are made.)**
- 2:15 Inappropriate behavior on field trips**
- 2:16 Assault (verbal threat to any School Board employee)**
- 2:17 Major disruptions on a school bus or RTA bus. (Plus denial of bus privileges/tickets possible.)**
- 2:18 Battery on another student**
- 2:19 Vandalism of school or personal property, textbooks, or other articles of value. (Student will not be readmitted until payment/written arrangements are made.)**
- 2:20 Any other offense which the principal may reasonably judge to fall within this category**

**IN ACCORDANCE WITH LOUISIANA
REVISED STATUTE 17:416**

"Any student after being suspended on three occasions for committing any of the above offenses, during the same school session, shall on committing the fourth offense be expelled from the public schools of the parish wherein he/she resided until the beginning of the next regular session, subject to the review and approval of the school board."

- 8:3.7 The principal shall recommend for expulsion a student if he or she commits Class III**

Behavior violations as identified in the Discipline and Dress Codes for the New Orleans Public Schools and reprinted below for references.

CLASS III BEHAVIORS

Students who commit any of the following offenses shall be recommended for EXPULSION.

- 3:00 Fourth suspension after three previous suspensions in the same year**
- 3:01 Battery (bodily injury) to another student at school or any school-related activity**
- 3:02 Battery (bodily injury) to a School Board employee at school or school-related activity**
- 3:03 Possession, use, concealment, or transmittal of drugs or alcohol**
- 3:04 Arson (willful burning of any part of the school building or property therein)**
- 3:05 Theft (stealing) or extortion of \$100 or more, or of property valued at \$100 or more**
- 3:06 Robbery (taking anything of value from another by use of force or intimidation)**
- 3:07 Burglary of school property (unauthorized entering of any School Board building or vehicle with the intent to commit theft or damage)**
- 3:08 Burglary of vehicle (unauthorized entering of any vehicle parked on or near school property with the intent to commit theft)**
- 3:09 Possession, use, transmittal, or concealment of weapons. Weapons are defined as firearms, knives, explosives, inflammable material or any other items that may cause bodily injury or death**
- 3:091 Firearms: including, but not limited to pistol, rifle, zip gun, shot gun, BB gun, starter gun, explosive propellant or destructive device — whether operable or inoperable, loaded or unloaded**

- 3:092 Knife: including but not limited to switch blade, pen knife, hunting knife, and similar objects**
- 3:093 Other: including, but not limited to, razor blade, ice pick, dirk or other sharp instruments, nunchakus, brass knuckles, pipe, Chinese star, billy club, machete, mace, tear gas, gun or other chemical weapons or electric weapons or devices (stun gun)**
- 3:094 Miscellaneous: Use of any object or substance to harm, frighten, or intimidate others including, but not limited to, rocks, pens, pencils, toy guns, and similar objects**
- 3:10 Participating in or causing a disturbance at school or school-related activities, e.g., riot, gang fights, or similar disturbances**
- 3:11 Bomb threats/setting off fire alarm**
- 3:12 Any other offense which the Principal may reasonably judge to fall within this category**

3:13 The New Orleans Public Schools Security Department, the Area Superintendent's Office, and the school district's Information Office shall be notified immediately when Class III offenses occur.

3:14 A student while under suspension or expulsion shall not enjoy the right of participating in any school activity.

3:15 The Hearing Commission has the authority to determine whether the expulsion is limited or permanent.

- 8:3.8 A continuous record of student discipline cases will be maintained in the office of the principal or his/her designee for the purpose of selecting the most effective and appropriate**

means of dealing with behavioral difficulties. These records shall be made available to the UNION Building Committee when requested if the item is a matter of discussion on the agenda as per 2:15.2.

- 8:4 Principals shall report to the Area Superintendent all cases of assault suffered by teachers in connection with their employment in which injuries have been suffered or in which there appears to have been malicious intent. In such cases of assault against a teacher, the principal will take appropriate emergency action which may include, but is not limited to, calling for assistance of police or school security personnel.
- 8:4.1 A child who assaults a teacher will be expelled unless the assault was provoked.
- 8:4.2 Principals shall notify the Director of Safety and Security and/or police department in the event of serious offenses or infractions of school rules and regulations. Such offenses may include but not be limited to extortion of money, possession of narcotics, arson, theft, serious cases of vandalism, false reports of fire or bomb threats and possession of lethal weapons.
- 8:4.3 Both the BOARD and the UNION recognize that it is the teacher's primary responsibility to maintain discipline and a climate conducive to excellent instruction in the classroom through effective teaching and leadership techniques. Recognizing 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, 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 the provisions of Article 8, pertinent BOARD Discipline Policy and Louisiana State Law (including but not limited to R.S. 17:416).

- 8:4.4 Warnings will be posted on school buildings that trespassers will be prosecuted to the full extent of the law. Students on official suspension as defined in the **Discipline and Dress Code for the New Orleans Public Schools** are considered as trespassers when they appear on the premises unless accompanied by their parent or guardian, or when reporting to an official conference. When a student is asked to leave the premises by the principal or designee and the student refuses to do so, he/she shall be prosecuted.
- 8:4.5 In cases where the teacher believes that the disciplinary pattern taken by the principal is negatively affecting the climate in the school, the teacher shall have the right to request the matter to be placed on the Building Committee Agenda.
- 8:5 In those schools that have counselors, teachers are responsible for making counselors aware of the students who have frequent and/or serious discipline problems.

ARTICLE 9

ADMINISTRATIVE CONSULTANTS

- 9:1 Following the district-wide allotment of positions in the staffing formula to each school site, if the need arises, the principal may withdraw from the staffing formula a person to serve as an administrative consultant after consultation with the faculty. Any additional non-bargaining unit conversion will be determined annually by a secret vote of the faculty.

- 9:2 Up to four (4) teaching periods may be converted to non-teaching periods at a school for purposes authorized by the Area Superintendent.

ARTICLE 10

VOLUNTARY TRANSFER

- 10:1 Any member of the unit shall have the right to request a voluntary transfer. Transfer request forms shall be available in the principal's office and/or the BOARD'S Personnel Department. Members of the Unit shall submit one copy of the transfer form in triplicate to the principal. The principal shall sign it, and retain one copy. The employee shall forward the original to the Personnel Office. The employee shall retain a copy. Applications shall remain active until the start of the next school year.
- 10:2 A list of all known vacancies shall be posted at each school no later than May 15th. Between May 16th and June 30th, newly identified vacancies shall be posted weekly at each school site and the Administrative Center. Although voluntary transfer applications may be filed at any time, applicants are forewarned that vacancies may begin to be filled five (5) days after posting. The voluntary transfer process shall end no later than July 1 to accommodate surplus teachers. After surplus teachers are placed, additional vacancies shall be posted at the Administrative Center during the summer break.
- 10:3 Transfers under this section shall be made at the start of each school year. If a vacancy is filled after November 1 by a newly hired teacher, such assignment shall be listed in the vacancies posted in 10:2. Any position held by a person employed by virtue of Circular #665 shall be listed in the vacancies posted in 10:2.

- 10:4 Teachers who have been transferred shall be listed in the BOARD Minutes attached to the Superintendent's Bulletin. The BOARD shall provide the UNION with a list of teachers who have filed a transfer request as of June 30th for the coming school year. Supplemental lists will be provided for the months of July and August.
- 10:5 Voluntary transfers shall be granted to the most senior certificated applicant except:
- 10:5.1 When the racial balance of the receiving school, as defined herein, would be upset. Racial balance shall be defined as: the minimum faculty racial percentage as determined by the system-wide employment for elementary and secondary teachers respectively as of September 1 of each school year, the teacher to be transferred shall be the individual whose race least adversely affects the racial balance.
- 10:5.2 When the receiving school is not suitable to accommodate a physical handicap of the applicant.
- 10:5.3 When the applicant does not possess the level of necessary educational attainment if the receiving school is accredited or in the process of accreditation.
- 10:5.4 When the applicant is not competent and/or willing to assume responsibility of coaching or directing a marching band if the vacancy advertised carried with it such a requirement.
- 10:5.5 When the receiving principal recommends a less senior applicant on the basis of educational needs specified in the principal's recommendation.
- 10:6 Not earlier than five (5) workdays after the posting of a vacancy, the Personnel Department shall refer groupings of up to three (3)

applicants with the greatest seniority, who have requested voluntary transfer, to the principal of the school where a vacancy exists for an interview. It shall be the responsibility of the applicant to contact the principal of a school where a vacancy exists to arrange for an interview. The principal shall make a recommendation concerning acceptance or rejection of the applicants within five (5) working days of the interviews. The applicants shall be notified by the Personnel Department of the result of the interview. Only interviewees of more senior standing not selected following interview shall be entitled to invoke 10:6.1.

- 10:6.1 The denial of a request for a transfer shall be for supportable cause and the reasons therefor shall be provided in writing if requested by the teacher.
- 10:6.2 A teacher may request a transfer to only two (2) schools at one time. Applications shall remain active until the start of the next school year.

ARTICLE 11

INVOLUNTARY TRANSFERS

- 11:1 Involuntary transfers shall be made as necessary for reasons of economy when new buildings open, when a facility is closed, when there is a decline in student enrollment, or to staff a program. In applying the voluntary transfer provision in Article 10, each member of the unit involuntarily transferred because of decreased enrollment shall have priority over voluntary applicants should a similar vacancy occur at his/her former school within one (1) year of the involuntary transfer.
- 11:1.1 When a decision has been made to reduce the number of teachers assigned to a school, the

principal, will recommend to the Director of Personnel, the certification area to be surplusd. The least senioredd teacher at the school teaching in that certification area shall be identified and notified by the Personnel Department as the teacher to be surplusd. The teacher identified to be surplusd may have the option to remain at the school displacing the least senioredd teacher in another area of certification providing the following three criteria are met:

1. He/she is certified in that area.
2. He/she has taught that subject for one (1) or more semesters within the past five (5) years.
3. He/she has greater building seniority than that teacher.

11:2 No regular teacher shall be transferred from a school so long as a temporary teacher is teaching in the regular teacher's area of certification. Certification is defined as the subject(s), grade, or program for which the teacher holds a valid teaching certificate.

11:3 From time to time, when the best interest of the school system will be served, teachers may be transferred to other schools, but only for just cause. In such cases, the following procedure will be followed:

- (1) The principal's recommendation for an involuntary transfer shall be made in writing explaining fully the reasons for the recommendation; a copy shall be provided to the teacher. No recommendation may be made until the principal has met with the teacher involved. Upon request, the teacher may be represented by the UNION at the meeting.
- (2) If a teacher has been recommended for transfer from a school without just cause,

the teacher may institute grievance proceedings at Step 2 of the Grievance Procedure.

- 11:4 Any teacher affected by 11:1.1 at the end of a school year shall be subject to the provisions of Article 10 until July 1 of that school year. Effective July 2, teachers affected by 11:1.1 shall be assigned to existing vacancies for which they are certified in order of seniority. Teachers without assignment on the seventh (7th) calendar day prior to the start of a school year shall displace the least senior teachers in corresponding order in the field of certification as was last taught. In the absence of such area of certification, the teacher shall defer to another area for which certification is held.
- 11:5 Teachers affected by 11:1.1 as a result of student enrollment data generated on the thirtieth (30th) school day shall be assigned to existing vacancies for which they are certified in order of seniority. In the absence of such vacancies, teachers shall displace the least senior teachers in corresponding order in the field of certification as was last taught. In the absence of such area of certification, he/she shall defer to another area for which certification is held.
- 11:6 Thereafter, following such displacement procedures as per above, the BOARD shall have the following options regarding displaced teachers:
- (1) Assign in a vacant position for the remainder of the school session, for which a Temporary Certificate shall be obtained, or until a qualified teacher is located, or
 - (2) Assign to Day-by-Day Substitute Pool until vacancy occurs in his/her area of certification. Any teacher so assigned must accept the first vacancy which is offered.

Failure to accept the position offered will subject the teacher to removal.

- (3) Be laid-off in accordance with the provisions of section 11:2 hereinafter. Teachers retained in service as per (1) or (2) above shall be compensated in accordance with the regular salary schedule.

11:7 Reduction in Force.

11:7.1 In keeping with appropriate law, the BOARD may effect the lay-off of teachers in the event of economic hardship, substantial reduction in pupil enrollment or considerations related to alteration of the curriculum and have conformed with the other applicable provisions of this article.

11:7.2 In the event the determination is made by the BOARD that a lay-off is necessary, consistent with 11:7.1 above, teachers to be laid-off shall be identified and informed of their impending lay-off not less than forty-five (45) school days prior to the effective date of lay-off, if school is in session or if not, then forty-five (45) calendar days.

11:7.3 Lay-offs shall be carried out only after normal attrition of teachers occur.

11:7.4 Within certification, teachers shall be laid-off in inverse order of seniority.

11:7.5 Teachers who are subjected to lay-off shall be placed on a recall list for a period of two (2) years from the effective date of lay-off. A lay-off and recall list shall be provided to the UNION and amended monthly thereafter.

11:7.6 When a vacancy occurs, it shall be filled by the person with the greatest seniority on the recall list who is certified for the vacant position.

11:7.7 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. If no cer-

tified teacher is available, a non-certified teacher on the recall list shall be given preference for the vacancy.

- 11:7.8 During the period of eligibility for recall the teacher may, if he/she elects to do so, continue his/her insurance coverages set forth in Articles 42 and 43 upon pre-payment of premiums by the teacher, in a manner set forth by the Accounting Department.
- 11:7.9 During the period of eligibility for recall the teacher shall be placed at the head of the day-by-day substitute list of the school system, provided that the teacher so requests in writing.
- 11:7.10 If a regular teacher is laid-off under this article, upon recall, such person shall retain such seniority that had been accrued as of the effective day of lay-off.

ARTICLE 12

ACADEMIC FREEDOM AND RESPONSIBILITY

- 12:1 Teachers are guaranteed academic freedom provided they meet their obligation to teach the basic curriculum which they are assigned to teach in accordance with the following guidelines:
 - 12:1.1 Teachers are encouraged to expand concepts through the use of supplementary materials and innovative approaches to instruction and shall include such on their weekly lesson plans. The principal will discuss the matter with the teacher if either desires.
 - 12:1.2 The presentation of controversial issues in the classroom shall be made only when appropriate to the subject matter and shall be presented in a fair and objective manner, based upon factual material relating to all aspects of an issue: appropriate to the maturi-

ty, interest and intellectual abilities of the students and free from personal bias.

- 12:1.3 Teachers should provide the opportunity for students to do reflective thinking, to develop tolerance with conviction, and to reach their own conclusions after careful study of the facts in an impartial, open-minded classroom atmosphere.
- 12:2 It is the teacher's professional responsibility to be prepared to begin instruction at the beginning of the instructional day and to engage in planned educational activities as far as practical throughout the school day.
- 12:3 Each teachers shall teach the skills and competencies found in each state curriculum guide. Planning by teachers shall reflect the use of the state curriculum guides. Each teacher shall be provided with the appropriate curriculum guide(s).

ARTICLE 13

DISCIPLINE AND DISCHARGE

- 13:1.1 No member of the bargaining unit shall be disciplined, given a written reprimand or discharged except for just and sufficient cause. Discipline is defined as the imposition of a sanction which results in a demonstrable loss or damage to a member of the unit.
- 13:1.2 If a member of the bargaining unit is given a written reprimand or discharged, such person shall be given written reason(s) for such action.
- 13:1.3 A member of the unit called to a conference with an Area Superintendent shall, upon request, be afforded an opportunity to confer with and be represented by the UNION.
- 13:1.4 No bargaining unit member shall have their employment adversely affected without suffi-

cient probable cause and an opportunity to confer with and be represented by the UNION.

- 13:2.1 The discharge of a member of the bargaining unit with less than three (3) years of service in the system shall not be subject to the arbitration provision of the grievance procedure included in this AGREEMENT.**
- 13:2.2 All situations involving removal of a teacher with tenure shall be in accordance with the requirements of the applicable laws of the State of Louisiana and shall not be subject to the arbitration provision of the grievance procedure included in this AGREEMENT.**
- 13:2.3 A member of the bargaining unit with more than three (3) years of service who is subject to discharge and who is not eligible for tenure under the Laws of the State of Louisiana, shall be afforded an opportunity for a hearing, as provided below, before the Orleans Parish School Board, which hearing may be private or public at the option of the member. The opportunity for such a hearing shall be exercised in accordance with the following procedures: When the Superintendent (or his designee) gives written notification of the Superintendent's intention to recommend to the BOARD that such member be discharged, such member may request a hearing on the recommended discharge, within ten (10) calendar days from the date of the notice. If the Superintendent has not received such a request within the time allowed, the affected member is subject to discharge without any further opportunity for a hearing before the BOARD. The discharge of any member who is not eligible for tenure shall not be subject to grievance or arbitration provided for in this AGREEMENT.**

13:3 REPRIMAND OR CRITICISM

- 13:3.1** Reprimand and criticism of employees in the presence of other individuals is not sound management practice. If the employer has just and sufficient reason to reprimand a unit member, it shall be done in a manner that will not embarrass the employee before other employees or the public.

ARTICLE 14

PERSONNEL FILES

- 14:1** Personnel files shall be maintained for each teacher in the Central Administration Office and the principal's office.
- 14:2** Teachers shall be permitted to reproduce, at their own expense, non-confidential materials in the Central Administrative files. Confidential materials shall be letters of recommendation, college transcripts and such materials furnished by college and other employment agencies.
- 14:3** Upon reasonable notice and under reasonable circumstances, employees shall have the right to inspect their files. Employees may submit appropriate material to be included in the Central Administration files and may also prepare and insert a written response to any material contained in either file.
- 14:4** Anonymous letters shall not be included in any teacher's personnel files.
- 14:5** A member of the bargaining unit shall be provided a copy of any materials that will be placed in his/her personnel file which reflect adversely upon the employee's competency, skill or other professional attributes.
- 14:6** Each teacher shall have the right to remove from his/her personnel file all derogatory material on the third anniversary of its inclu-

sion or thereafter, provided no similar derogatory information has been placed therein in the intervening years.

ARTICLE 15

HEALTH AND SAFETY

- 15:1 The BOARD shall maintain healthy and safe conditions at each work location in compliance with all city and state statutes and/or regulations governing such conditions as interpreted by the appropriate city and state regulatory agencies.
- 15:2 When conditions in a building are of such a clear and persistent nature that it threatens the safety and/or health of the occupants, in the judgment of the Area Superintendent, and he/she orders classes dismissed for that day, teachers shall be released for the day of such occurrence. If the cause of the condition for dismissal of the school persists more than one day teachers may be required to report the following day(s) to a suitable site as designated by the principal.
- 15:3 The board will establish a "School Facilities Task Force" to review safety, cooling and heating conditions in the New Orleans Public School buildings. The committee will make recommendations for improvements to the Superintendent. The "School Facilities Task Force" will include one (1) UNION Representative appointed by UTNO.
- 15:4 Heating systems which are capable of providing sufficient heat for their buildings shall be activated each day in time to do so.
- 15:5 Every member of the bargaining unit is expected to exercise due care in the course of his/her work to prevent injuries.

- 15:5.1 Each employee shall:
1. Report all unsafe conditions to his/her supervisor on the appropriate form. (See Appendix H)
 2. Report all accidents immediately to his/her supervisor on the appropriate form. (See Appendix D)

ARTICLE 16

LEAVES

16:1 PERSONAL ILLNESS OR EMERGENCY

16:1.1 All members of the bargaining unit who are initially hired for a school session shall be credited on the date of reporting for duty with ten (10) work days to be used for personal illness and/or emergency.

16:1.2 All members of the bargaining unit who are initially hired for less than a school session shall be credited with one (1) personal illness and/or emergency day for each twenty (20) work days remaining in the school session.

16:1.3 All members of the bargaining unit, upon the completion of their first full or partial school session who continued their employment, shall be credited with an additional ten (10) work days to be used for personal illness and/or emergency and shall accrue to their sick leave any unused days from the previous session without limit thereafter each session.

16:1.4 All employees who are hired for a fiscal year of twelve (12) months shall be credited on the date of reporting for duty with ten (10) work days to be used for personal illness and/or emergency. All unused personal illness and/or emergency days shall accrue to the unused balance of the member of the bargaining unit.

16:1.5 PROCEDURE FOR CHARGING ABSENCE

16:1.6 A member of the bargaining unit who is absent because of personal illness and/or

emergency is required to sign the Payroll Form and indicate the dates and cause of absence. In the event the member is not available to sign the Payroll Form, the principal or department supervisor shall enter the required information and sign for the absent member.

- 16:1.7
- A. A member of the bargaining unit who is unable to perform his/her usual duties of employment because of disability caused by personal illness, injury, pregnancy, childbirth and related medical conditions is entitled to a sick leave of absence for the period of such disability.
 - B. A member who expects to be absent because of such disability for more than ten (10) consecutive work days shall give prior written notice on Form HRM 34 to the Personnel Department and a copy thereof to his/her principal. When a member has reason to believe that he/she will become disabled the member shall submit a request for a sick leave of absence along with a written statement from his/her physician (Form HRM 34) indicating the medical reason for the disability, the probable or actual commencement date of the disability and the expected duration thereof.
 - C. If the disability period is subsequently accelerated, delayed, extended or reduced, the member shall promptly submit another Form HRM 34 to reflect such change and the reason(s) therefor.
 - D. Any member desiring a leave of absence before and/or after a period of disability may request a special leave of absence without pay in accordance with Section 16:14, except that members desiring post-

disability maternity leaves of absence under Section 16:11.3 shall have their applications granted.

- E. A member returning from a sick leave of absence in excess of six (6) work days shall submit to the Personnel Department a written notice and request to return to active duty and a statement from his/her physician certifying that there is no medical contraindication for the member's resuming the performance of his/her employment duties as of the date the member desires to return.
- F. A member of the unit returning from a sick leave of absence shall be reassigned to the school he/she left provided the member returns before the end of the semester in which the leave commenced. In cases where the sick leave of absence extends between two semesters, the member shall be reassigned to the school he/she left provided the member's leave does not exceed 60 work days or the member's accumulated sick days which ever is greater.
- G. Compensation paid under this Section shall be in accordance with state and federal laws.

16:1.8 A member of the bargaining unit who is absent because of emergency (defined only for the purpose of this article as "a sudden or unavoidable occurrence requiring immediate action") may charge up to the number of days available in his/her sick leave account. Such days will be deducted from his/her sick leave account, utilizing current or accrued days. The Principal/Supervisor may request written explanation of the nature of the emergency.

16:1.9 SICK LEAVE BANK

The BOARD and the UNION recognize the need for an available pool of sick leave days upon which eligible teachers having experienced unusual and catastrophic personal illnesses or injuries may draw.

A. Eligibility

To be eligible for participation in the Sick Leave Bank (SLB), a teacher must voluntarily contribute one (1) day of accrued sick leave to the bank. Should the number of days in the bank at the end of the school year be less than 2,000, in order to maintain eligibility, each member must donate one (1) day of accrued sick leave for the following school year. All days donated are irretrievable. Any teacher shall be afforded the opportunity to participate within thirty (30) days after beginning employment or within thirty (30) days of the beginning of any succeeding school year.

B. Administration

Upon exhaustion of all accrued sick leave, an eligible teacher may apply to the SLB Committee for withdrawal of days. The SLB Committee shall consist of two (2) members appointed by the BOARD, of which one will serve as Chairperson, two (2) members appointed by the UNION. The term of such appointment shall be defined as one (1) year July 1 through June 30 but not limited to one (1) year. The SLB Committee will review all applications for withdrawal of days. The decision of the committee shall be final and binding not subject to the grievance procedure. Applications to the Committee shall be in writing and accompanied by a

physician's statement describing the illness or injury and anticipated date of return to work. The Committee shall submit an operational report to the School Board on a quarterly basis.

C. Other Condition

Sick leave days from the bank may be drawn only for those days of the school year as identified in this agreement. Teachers on leave of absence other than sick leave are not eligible to participate in the bank. The BOARD reserves the right to terminate the Sick Leave Bank at the end of any year.

16:2 PERSONAL LEAVE

16:2.1 Members of the bargaining unit with days available in their current or accrued sick leave account shall be eligible to charge up to two (2) work days per school year for personal reasons, with 24 hours prior notice.

16:2.2 If an employee does not elect to take the maximum two (2) days in one school year; that employee may not accumulate those unused days in any succeeding year; e.g., be entitled to four (4) days of personal leave the next year.

16:2.3 Teachers desiring to request such leave shall note "personal leave" on Payroll Form 2142.

16:2.4 For the purpose of this regulation a teacher is defined as an employee whose legal employment requires him to possess a valid Louisiana Teacher's Certificate.

16:3 SPECIAL LEAVE PROVISIONS UNDER MERITORIOUS CONDITIONS

16:3.1 In consideration of veteran employees suffering from a prolonged illness the following supplementary provisions are authorized:

- a. The employee must first use all current and accrued sick leave credited to his/her account.
- b. If eligible for vacation he/she must apply any unused vacation days from the past or current years to be utilized to the extent necessary for the period of illness at full pay.
- c. If the employee is not eligible for a paid vacation and is eligible for a sabbatical leave, he/she should apply for sabbatical leave at his/her regular pay less that of a day-by-day substitute.
- d. If the employee is not eligible for sabbatical leave, or has used his/her sabbatical leave, his/her record of attendance since the date of his/her employment shall be reviewed by the Personnel Department and if it is determined that his/her annual absence is not excessive, the following meritorious consideration may be given for service in the Orleans Parish Public School System.
 - 1. If the employee has completed ten (10) through nineteen (19) years of service, he/she may be granted regular pay less that of a day-by-day substitute for teaching employees and one-half ($\frac{1}{2}$) pay for other employees not to exceed three (3) twenty-day (20) pay periods, or three (3) months, depending upon the employee's pay schedule.
 - 2. If the employee is in his/her twentieth (20th) year through the twenty-ninth (29th) year of service, he/she may be granted regular pay less that of a day-by-day substitute for teaching employees and one-half ($\frac{1}{2}$)

pay for other employees not to exceed six (6) months depending upon the employee's pay schedule.

3. If the employee is in his/her thirtieth (30th) year of service or beyond, he/she may be granted three-fourths ($\frac{3}{4}$) pay not to exceed six (6) months depending upon the employee's pay schedule.

16:3.2 After the applicable steps listed above are utilized and the employee is still physically unable to perform his/her normal duty, he/she shall be given the option of a leave of absence without pay for one (1) year after which he/she shall be requested to accept service or disability retirement, whichever provides the larger pension.

16:4 ACCIDENT OR INJURY ON DUTY

16:4.1 Any employee who suffers an injury incurred while on duty shall report the injury immediately through his Department Head to his Division Head.

The Department Head shall prepare and sign the form "LDOL-WC-1007 Employer's Report of Occupational Injury or Disease" (See Appendix D) in quintuplicate; the Carrier Copy, Office Copy, and Employer's Copy are to be forwarded within twenty-four (24) hours of the employee's injury, or the next work day following the injury, to the Insurance Administration Office, Attention: Worker's Compensation. The Injured Employee Copy and the Medical Copy are to be given to the injured employee. The medical copy goes to the treating physician. The Principal or Department Head shall make a copy of the report to keep on file for their records. Attach a statement prepared by the injured employee to form "LDOL-WC-1007" when appropriate.

Upon receipt of the "Employer's Report of Occupational Injury or Disease", the O.P.S.B. worker's compensation clerk will forward the report to the proper Worker's Compensation Insurance/Service Company after reviewing the report for completeness including the appropriate Department Head signature and verify, from the employee's immediate superior, whether or not the injury has required medical treatment. The worker's compensation clerk will mail to each injured employee a "Worker's Compensation Information Letter" and "Authorization for Release of Medical Information" form which should be promptly returned to the Insurance Administration-Worker's Compensation Department. All medical bills and reports should be forwarded to the designated Insurance/Service Company as indicated in the information letter for review and payment. The Insurance/Service Company will review and process the injury claim in accordance with the Louisiana Worker's Compensation Law and will issue all medical and compensation checks if it is determined that the accident qualifies as a compensable injury. If it is determined through investigation by the Worker's Compensation Insurance/Service Company that the employee was absent for the first week (LA R.S. 23:1224), the Insurance/Service Company will commence to issue the compensation check to the injured employee for two-thirds ($\frac{2}{3}$) of the employee's salary based on the employee's normal wages or salary within fourteen (14) days from the date of Notice of Injury. 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 after the first six (6) weeks have

elapsed. Nothing herein shall prevent an employee from utilizing sick leave days for the first week of absence. However, any sick leave days used for this purpose shall not be restored to the employee's accrued leave days until the disability continues for six (6) weeks or longer, unless contrary to Louisiana Law.

Any employee who is injured as a result of physical contact with a student(s) while providing physical assistance to a student(s) to prevent danger or risk of injury, shall receive in addition to statutory worker's compensation benefits described above, his/her normal salary minus the amount of the worker's compensation benefit for a period not to exceed ninety (90) days.

An employee's compensation rate after ninety (90) days shall in no instance exceed the statutory benefit limits provided by the Louisiana Worker's Compensation Law. The injured employee may elect to use any current or accrued sick leave and/or vacation days earned and unused to supplement the statutory ($\frac{2}{3}$) salary benefits if the Louisiana Worker's Compensation Law does not prohibit the employee from doing so. Should the employee be eligible for such sick leave and/or vacation it shall be granted to the extent available after which (if the employee has not returned to duty) he shall receive only the indemnity compensation checks as prescribed by the Louisiana Worker's Compensation Law.

Principals and Department Heads shall report on the Payroll Form any absence of fewer than ten (10) consecutive work days as sick days or vacation days.

Those employees who are absent for reason of injury on duty for more than ten (10) con-

secutive days, will be placed upon their request on a leave of absence for a specific period of time as determined by the proper Insurance/Service Company. For payrolls submitted during the period the employee is on a leave of absence for injury on duty, the Principal or Department Head shall indicate on the payroll form for such absence the entry code 65 "Injury on Duty-Worker's Compensation Only" as determined by the worker's compensation clerk.

Injured employees must return to duty as soon as they are pronounced fit for duty by their attending physician. Principals and Department Heads should check with the injured employee periodically to determine whether they can return to work. Should an employee return to work without a medical release, the Principal or Department Head should take the affirmative step of contacting the Insurance/Service Company or the School Board's Insurance Administrator's office, so that one of these bodies can take the proper step to have the employee released to duty if the employee is in fact medically able to return to work.

Claims for medical benefits will be honored by the Insurance/Service Company to the extent that they are prescribed by medical doctors and are directly attributable to the injury on duty. Hospitalization claims will also be honored under the same criteria with the understanding that the Insurance/Service Company will normally pay the existing rate for semi-private room facilities.

16:4.2 ALL INJURIES TO AN EMPLOYEE ON DUTY TO BE REPORTED

The reporting official shall cause to be permanently posted the notice required by Louis-

iana Revised Statutes 23:1302 and make it clear to all employees under his/her building responsibility that every injury, no matter how minor, must be reported in the manner previously outlined. Failure to do so may disallow any future claims that could result from what appears at the time to be a minor injury.

16:5 BEREAVEMENT LEAVE

16:5.1 A member of the bargaining unit shall be granted a leave of three (3) work days, within the five (5) working days following a death in the immediate family. The "immediate family" shall be interpreted to mean parents, brother, sister, spouse, children, mother-in-law, father-in-law, grand-parents or grand-child. If the death of a member of the "immediate family" occurs in another city which is greater than 200 AAA miles from New Orleans, an additional leave of one (1) school day will be allowed with no reduction in pay. If requested, verification of the death shall be provided.

16:5.2 In cases where the funeral is not held within five calendar days of the death, two of the three excused days may be used at the time the funeral is held.

16:6 JURY DUTY, WITNESS SERVICE, AND DUTY AT THE POLL

16:6.1 Any employee who shall be absent by reason of serving on a jury shall notify his/her principal or department head immediately upon receiving notice of his/her jury service of the required absence and the anticipated period of absence. Within three (3) days after returning from jury service, or on each day he/she may be called to a jury panel while awaiting selection for jury service, the employee shall report his/her absence to his/her principal or depart-

ment heads stating the exact period of absence, any compensation paid for jury service, and accompany the report with a "Certificate of Juror's Attendance." Upon receipt of the report, appropriate notation shall be made on Form 2142 (Attendance Report) to authorize full pay for the period of the required absence, less any amounts paid as compensation for the jury duty.

16:6.2 Any employee who shall be absent by request or subpoena to serve as a witness in court proceedings, including depositions, shall report the reason for the absence to his/her principal stating the exact period of the absence and whether or not he/she has any personal or financial interest in the legal proceedings. If it is determined that the employee had a personal or financial interest in the legal proceedings, the principal or department head shall advise the employee to charge the absence to his/her current sick and/or emergency leave. If it is determined that the employee has no personal or financial interest in the legal proceedings, the principal or department head will officially excuse the employee with full pay as additional emergency leave.

16:6.3 Any employee who wishes to be absent from his/her duties in order to accept a request to serve as an official at the polls during an authorized city, state or national election shall make such request through his/her principal or supervisor to his/her Area Superintendent. In this request, the employee shall state the exact period of absence required and explain the exact function he/she is to perform at the polls. The Area Superintendent shall review and acknowledge the request indicating approval or disapproval. If approved, such

absence shall be without pay. All requests of this type should be submitted sufficiently in advance of the required date of absence to enable administrative consideration and action on the request.

16:7 MARRIAGE LEAVE

- 16:7.1** Absence of employees due to marriage up to a maximum of two (2) consecutive school days, including day of marriage, shall, on one occasion, not be charged to the employee's current sick and/or emergency leave account. Thereafter, a maximum of three (3) consecutive school days, including the day of the marriage, shall be charged to the employees' current sick and/or emergency leave account.
- 16:7.2** Request for absence for the purpose of marriage beyond that authorized in Section 16:7.1 shall be submitted to the Area Superintendent and, if approved, shall be without pay.

16:8 TO ATTEND OFFICIAL MEETINGS

- 16:8.1** Upon the written request of the UNION, the Superintendent shall grant a leave with pay to attend the Louisiana AFL-CIO annual convention, if such is held during the school year to no more than thirteen (13) UNION representatives for a maximum of five (5) days each.
- 16:8.2** Upon the written request of the UNION, the Superintendent shall grant a leave with pay to attend the Louisiana AFL-CIO annual Conference, if such is held during the school year to no more than six (6) UNION representatives for a maximum of one (1) day each.
- 16:8.3** Upon the written request of the UNION, the Superintendent shall grant a leave with pay to attend the American Federation of Teachers Quest Conference, if such is held during the school year to no more than five (5) persons for three (3) days each.

- 16:8.4 Upon the written request of the UNION, the Superintendent shall grant a total of thirty (30) days of leave with pay for the purpose of attending educational meetings.
- 16:8.5 Upon the written request of the UNION, the Superintendent shall grant a leave with pay to attend the American Federation of Teachers' Annual Convention if such is held during the school year, to the total official delegation of forty (40) members of the UNION for a maximum of five (5) school days each.
- 16:8.6 Any employee who wishes to be absent from his regularly assigned duties for one-half day or more within the city, or for any period outside the city, in order to attend professional or community activities or activities at another school shall make such written request through his principal or department head, to the Area Superintendent, Assistant Superintendent or Division Head. If so approved, such absence shall be without loss of pay, and no charge will be made to the employee's sick or emergency leave account.
- 16:8.7 The Superintendent, Area Superintendents and Division Heads may recommend that employees who are officially excused for meetings and business directly connected with the operations of the School Board be reimbursed by the BOARD for expense incurred on such business.
- 16:9 UNAUTHORIZED ABSENCES
- 16:9.1 An employee whose absence has not been specifically authorized is in fact, absent without authority and the BOARD may not pay such employee for work not performed when absent without authority. All such unauthorized absence beyond three (3) work days shall be immediately reported to the Area Superintendent and must be entered on

the regular school or department payroll and appropriate deductions for such days' absence must be made from the employee's salary. Records of such unauthorized absences shall be maintained in the Payroll Department on each employee, and may be used to support recommendations for disciplinary action against such employee.

16:10 ABSENCE/TARDINESS

16:10.1 Each employee in a school building shall, on reporting each day, personally record in the school register daily and immediately the hour and minute of the time of his/her arrival as shown by the official school time. When such an employee is tardy, the information from the school register shall be posted each pay period on the payroll form prepared by the school secretary and approved by the principal indicating the number of times tardy and the time lost for tardiness by hours and minutes.

16:10.2 No employee shall suffer loss or deduction of pay for tardiness, unless such tardiness has caused loss of time from official duties, on more than two (2) occasions or for a period of one (1) hour or more, during any one (1) school year. In all cases where deduction of pay may be made as herein provided, the amount of pay deducted shall be based on one (1) day's pay in proportion to the period of tardiness. Although employees may not have their pay deducted for tardiness in arriving at duty assignments before and after the regular working hours, the reasons for such tardiness shall be given to the principal and, if not acceptable, may become the basis for disciplinary action by the BOARD.

16:10.3 Notification of absences/tardiness (4151) at the 7th occurrence shall be done on a form listing the dates and times absences and/or tardiness took place. (See Appendix G)

16:10.4 The employee shall not be subject to disciplinary action until after the tenth (10) occurrence of absence or tardiness.

16:11 LEAVES RELATED TO PREGNANCY

16:11.1 A member of the bargaining unit who is disabled due to pregnancy, childbirth or related medical conditions shall be entitled to a sick leave of absence under Section 16:1.7, for the period of such disability.

Compensation shall be paid in accordance with Sub Section 16:1.7 (G).

16:11.2 PRE-DISABILITY MATERNITY LEAVE

A member of the bargaining unit who desires a leave without pay before the period of her disability due to pregnancy, childbirth or related medical conditions as certified by her attending physician may request a special leave of absence without pay in accordance with Section 16:14.

There shall be no compensation paid to the member on a leave of absence under this section until she is disabled, as certified by her attending physician.

16:11.3 POST-DISABILITY MATERNITY LEAVE

Upon her request, a member of the bargaining unit shall be granted a post-disability maternity leave of absence for the purpose of early infant care for an initial term not to exceed two (2) semesters following her disability. This initial term may be extended, upon application, in accordance with section 16:14.6. There shall be no compensation paid to a member on a leave of absence granted under this sub section.

16:11.4 An employee adopting a child who is less than one year old may request a leave of absence without pay pursuant to R.S. 17:1186A for the purpose of early childhood rearing.

16:12 MILITARY LEAVE

- 16:12.1 Any employee serving in the Armed Forces of the United States, or any employee as a member of a Reserve Component of the Armed Forces of the United States, entering upon active duty (other than for the purpose of determining his/her physical fitness and other than for training) shall be placed on military leave of absence without pay, after having notified the Personnel Department, by a letter requesting such leave. Such letter shall have attached to it a copy of the employee's military duty notice.
- 16:12.2 Such leave of absence shall commence at the time of the employee's induction, enlistment or entering upon active duty and shall remain in effect for a period of service not to exceed five (5) years, provided that the service after four (4) years is at the request and for the convenience of the Federal Government (plus any period of additional service imposed pursuant to law).
- 16:12.3 Any employee who satisfactorily completes his/her military service within the period allowed shall be returned to his/her former position or to a comparable position, providing he/she requests within ninety (90) days after he/she is relieved from such service or from hospitalization continuing after discharge for a period of not more than one (1) year. The employee must submit Form HE-3 which is to be approved by the Medical Director.
- 16:12.4 If any employee is found not qualified to perform the duties of his/her former position by reason of disability sustained during his/her military service but qualified to perform the duties of any other position in the school system, the employee shall be restored to such

other position, the duties of which he/she is qualified to perform, as will provide the employee like seniority, status and pay, or the nearest approximation thereof, consistent with the circumstances in his/her case.

- 16:12.5 An employee's being on military leave of absence shall not affect the tenure rights, or his/her normal advancement on the payroll schedule, which the employee acquired prior to his/her induction, enlistment or upon entering active duty, or would have earned had the employee remained in the employ of the BOARD.
- 16:12.6 Any employee granted military leave of absence is requested to inform the Personnel Department at least once a year as to his/her duty station and at least thirty (30) days prior to his/her release from service.
- 16:12.7 Any employee who, as a member of the Armed Forces Reserves, is ordered to duty with troops or for field exercises, or for instruction during his/her regular work year, shall be granted leave of absence up to fifteen (15) work days for this purpose without loss of pay. An employee who has an option in deciding the period of active duty for training should select a period in the summer months.
- 16:12.8 Any employee who is ordered to duty as specified in Section 16:12.7 shall within three (3) days of receipt of his/her orders notify the Personnel Department, with a copy of such notification stating the exact period of duty and attaching thereto a copy of the employee's official orders showing his/her reporting and release dates.

16:13 SABBATICAL LEAVE

16:13.1 Eligibility

- (a) An employee whose legal employment requires him/her to possess a valid Louis-

iana Teacher's Certificate and who has completed twelve (12) or more consecutive semesters in the New Orleans Public Schools may apply for a sabbatical leave of absence of two (2) semesters' duration immediately following such period of service.

- (b) An employee whose legal employment requires him/her to possess a valid Louisiana Teachers' Certificate and who has completed six (6) or more consecutive semesters in the New Orleans Public Schools may apply for a sabbatical leave of absence of one (1) semester's duration immediately following such period of service.

16:13.2 PURPOSE

- (a) Application for a sabbatical leave will not be granted on account of pregnancy but will be considered for professional and cultural improvement or for rest and recuperation. Should an employee be granted a sabbatical leave and after being placed on the sabbatical leave ascertain that she is pregnant, she must immediately report this fact to the Personnel Department. If she will be able to fulfill all of the obligations of the sabbatical leave of absence, she shall be continued on such a leave. If she is unable to fulfill the obligations, she will be immediately transferred from sabbatical to leave in accordance with Article 16:1.7.
- (b) A member of the bargaining unit on extended service beyond the age of seventy (70) in accordance with BOARD policy No. 4118, is not entitled to a sabbatical leave of absence.

- (c) Application for a sabbatical leave of absence will be considered under the following options.

OPTION 1. Professional or Cultural Improvement

Alternative A

During each semester pursue a course of study of not less than fifteen (15) weeks in an accredited institution of higher learning, earning at least ten (10) undergraduate or six (6) graduate credits. If less than fifteen (15) weeks' duration, the course of study must be supplemented under Alternatives B or C to total fifteen (15) weeks.

Alternative B

During each semester pursue a program of independent study, research, authorship or investigation which involves an amount of work equivalent to Alternative A.

Alternative C

During each semester engage in travel which is so planned as to be of definite educational value.

OPTION 2. Rest and Recuperation

This option is provided to permit a leave of absence for the express purpose of restoration of health and requires certification by two (2) physicians concerning the need for the period of rest.

16:13.3 PROCEDURE FOR APPLICATION

- (a) Application must be submitted on the form "REQUEST FOR SABBATICAL LEAVE" and sent by registered mail to the Personnel Department.

- (b) (1) Applications for leave beginning in the fall semester must be mailed at least sixty (60) days preceding the semester.
- (2) Applications for leave beginning in the spring semester must be mailed at least sixty (60) days preceding the semester.
- (3) Application for rest and recuperation, because of sickness during the semester, may be mailed thirty (30) days preceding the effective date of the leave.
- (c) All applicants for sabbatical leave shall be interviewed by a Sabbatical Leave Committee. One member of the Committee shall be appointed by UTNO. The committee shall recommend approval or disapproval of the application.
- (d) Applicants shall be notified by the Personnel Department, within thirty (30) days after the final date for filing the application stating whether the application has been granted or rejected. Where the application is for rest and recuperation, the notification shall be as soon as possible after the receipt of the application. If the application is rejected, the reasons therefor shall be specified.

16:13.4 APPLICANT'S OBLIGATION

- (a) Employees on sabbatical leave shall transmit to the Personnel Department, within thirty (30) days after the beginning of each semester of such leave a written report of approximately one hundred (100) words, describing the manner in which such leave will be spent, and within thirty (30) days after the end of such leave, shall transmit to the Personnel Department, a

written report of approximately two hundred fifty (250) words describing the manner in which such leave was spent.

- (b) When the employee is attending an institution of higher learning, he/she shall also indicate in the initial report the institution being attended and the number of credit hours being taken, and the final report shall be accompanied by official evidence that the number of credit hours required herein has been taken at the institution specified.
- (c) It shall also be the employee's obligation to notify the Personnel Department, not less than thirty (30) days prior to the beginning of the semester in which he/she expects to return to his/her teaching duties of his/her intent to return.

Upon receipt of such notification, the Personnel Department, will mail to him/her the appropriate medical forms HES-3 and/or HES-4 to be completed by his/her private physician and returned for review and approval or disapproval by the BOARD Medical Department.

- (d) Upon receipt of the Medical Director's recommendation, the applicant will be interviewed by the Personnel Department, and, if approved, will be reassigned to his/her former position, or another position acceptable to the applicant.

16:13.5 PENALTIES

If the Superintendent determines that an employee on sabbatical leave of absence is not fulfilling the purpose for which the leave was granted, the Superintendent shall report this fact to the BOARD and the BOARD may terminate the leave of absence as of the day of its abuse after giving the employee an opportuni-

ty to be heard. If it is determined that the employee has willfully violated sabbatical leave provisions, such employee is subject to disciplinary action.

16:13.6 COMPENSATION

Each employee, as defined in Section 16:13.1, a and b, who is granted sabbatical leave shall receive and be paid compensation at a rate of fifty (50%) per cent of the minimum salary allowed a beginning teacher holding a Bachelor's Degree, provided further that any employee on sabbatical leave, if he/she so elects, shall be paid the difference between the salary he/she would have received if in active service and the salary which a day-by-day substitute would receive if assigned to said position.

16:13.7 The BOARD and the UNION agree that state requirements relative to the granting of Sabbatical Leaves shall be applicable.

16:14 SPECIAL LEAVES WITHOUT PAY

16:14.1 Requests to be absent for reasons other than sickness or disability, Military Leave, or Sabbatical Leave may be considered on an individual basis.

16:14.2 Such requests shall be submitted in writing to the Personnel Department, with a copy to the Area Superintendent, principal, department or division head at least thirty (30) days prior to the date such leave is to begin.

16:14.3 The Personnel Department, after consultation with the Area Superintendent and principal, will interview any employee submitting such a request and report all necessary information concerning the request in the form of a written recommendation to the Superintendent.

16:14.4 If approved by the Superintendent, the request shall be brought before the BOARD for appropriate action.

16:14.5 Employees who have not yet completed a probationary period of three (3) years will not be considered for a special leave, except those who meet the following requirements:

- (a) The employee's request is for the express purpose of participating in a specialized educational or training program which, if successfully completed would improve the efficiency of that employee in his/her normal duty assignment.
- (b) The employee agrees in writing, if the leave is granted by the BOARD, to return to an assignment equivalent to his/her normal position.
- (c) Such requests will not be granted for the primary purpose of attaining academic degrees for the purpose of an increase in salary.

16:14.6 Eligible employees who are considered will not be recommended for a special leave in excess of one (1) school session or one (1) fiscal year. Request for renewal of a special leave for one (1) additional school session or fiscal year may be recommended to the Superintendent and the BOARD providing reasons are worthy and the absence of the employee for a second year will not adversely affect the operation of the school or department.

16:14.7 The BOARD is obligated only to reassign a returning employee who is granted such a leave of absence to a teaching position within his/her field of certification and is not obligated to return him/her to his/her former assignment.

16:15 EXCHANGE TEACHING

16:15.1 When an exchange teaching assignment is authorized by the Personnel Department, an employee in the Orleans Parish School System may be granted a leave of absence for the pur-

pose of Exchange Teaching in other schools or institutions.

- 16:15.2 An employee on exchange from the New Orleans Public Schools shall be paid by this school system.

16:16 ASSAULT PAY

Any employee who is injured and disabled while acting in his official capacity as a result of assault by any student or person shall receive sick leave without reduction in pay and without reduction in accrued sick leave days while disabled 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 disability and comply with all other provisions of LA Revised Statute 17:1201 or 17:1206.1 whichever is applicable.

**ARTICLE 17
WORK SCHEDULES**

- 17:1 Upon arrival, each teacher shall record his/her arrival at the school as shown by school time. Teachers assigned to morning duty shall record their arrival time prior to reporting to duty.
- 17:2 With the exception of those teachers assigned to duty before or after school:
- 17:2.1 Teachers assigned to elementary schools are tardy after 8:30 a.m. and are on duty until 3:00 p.m. Teachers assigned to elementary schools which operate on an unusual schedule shall not be on duty for longer than six hours and thirty minutes daily.
- 17:2.2 Teachers assigned to secondary schools are tardy after 8:20 a.m. and are on duty until 3:15 p.m. Teachers assigned to secondary schools which operate on an unusual schedule shall be

on duty not longer than six hours and fifty-five minutes daily.

- 17:3 Full time itinerant members of the Bargaining Unit shall be exempted from lunch supervisory duties, only if they travel from one site to another during lunch time.
- 17:4 Assignments of teachers to supervisory duty as well as the type of duty post shall be rotated on a fair and equitable basis.
- 17:4.1 Determination of general supervision duties necessary shall be made by the principal after consultation with the UNION Building Committee.
- 17:4.2 The principal and the building committee shall meet as required by 17:4.1 within two (2) weeks after the beginning of the school year and duty rosters shall be effective during the fourth (4) week after the beginning of the school year. Prior to the effective date of duty rosters, as required, the principal shall make duty assignments on a rotating basis.
- 17:5 No more than twenty-five per cent (25%) of the eligible faculty shall be assigned to duty from 8:30-8:40 each morning and from 3:00-3:10 each afternoon in Elementary Schools. On mornings when a faculty member is not assigned to duty, he/she shall engage in readiness activities from 8:30-8:40. On mornings when a faculty member is assigned to duty, he/she shall engage in readiness activities from 8:20-8:30.
- 17:5.1 No more than twenty-five percent (25%) of the eligible faculty shall be assigned to duty from 8:20-8:30 each morning and from 3:15-3:25 each afternoon in Secondary Schools. On mornings when a faculty member is not assigned to duty, he/she shall engage in readiness activities from 8:20-8:30. On mornings when a faculty member is assigned to duty, he/she

shall engage in readiness activities from 8:10 a.m.-8:20 a.m.

- 17:6 Except in the event of an emergency, teachers shall not be assigned to general supervision of students during their non-teaching period unless such teachers have more than the normal number of preparation periods.
- 17:7 Each teacher shall have no less than an uninterrupted thirty (30) minute duty free lunch period.
- 17:7.1 The principal shall establish an equitable student lunch supervision schedule after consultation with the UNION Building Committee.
- 17:7.2 Secondary teachers assigned to lunch period supervision, on a basis of one teacher per three-hundred (300) students, shall have an additional five (5) periods per week to perform lunch period supervision.
- 17:8 The UNION and the BOARD agree that adequate general supervision of students is necessary at after school functions such as school plays, school fairs, athletic contests, proms, school dances and school talent shows.
- 17:8.1 The number necessary to properly supervise such functions shall be determined by the principal of each school. Compensation for such supervisory duty shall be paid at the rate of six dollars (\$6.00) per hour.
- 17:8.2 Each principal shall request volunteers to perform supervisory duty at the function so designated. The assignment to such duty shall be made from the volunteer pool on an equitable rotating basis. In the event volunteers are not available, the principal shall assign such supervisory duty on an equitable rotating basis.

- 17:9 In elementary schools with 15 or fewer teachers and no assigned paraprofessionals, one teacher may be assigned to duty in addition to the numbers authorized in 17:5 provided the principal establishes a need for additional supervisory personnel.

ARTICLE 18

WORKING CONDITIONS

18:1 PUPIL-TEACHER RATIO

- 18:1.1 The BOARD will make every reasonable effort to maintain an average pupil-teacher ratio at each school site as stated below, subject to the limitation of facilities, finance and budgeting. These ratios do not apply to traditionally large group instruction; e.g., physical education, music, or schools on seven (7) period days or experimental classes. Special education teachers and federally funded positions are not included in these ratios.

Elementary	30 to 1
Secondary	150 to 1

- 18:1.2 A. During the second full week of a new school year, the principal shall adjust the numbers of students within each grouping of class periods in order to achieve reasonably equal numbers among those teaching that subject that period. (Example: All English I, all Kindergarten, all Physics, all Honors etc.) unless there is reason to believe a class will be eliminated due to insufficient enrollment.
- B. Management shall endeavor to finalize all changes in the schedules of students and teachers before the end of the second week of each semester.
- 18:1.3 As new students enter the class or old ones leave, assignment of new students will be

made in such a manner as to continue these reasonably equal numbers.

18:2

SCHOOL SUPPLIES FUND

In addition to the per pupil allocations in the General Budget, the BOARD will set aside twenty-five dollars (\$25) per Secondary member of the unit and thirty dollars (\$30) per Elementary member of the unit for a School Supplies Fund.

1. Each member of the unit will be permitted to use the allotment to purchase supplemental materials for the instruction and/or enrichment of students.
2. Materials purchased in this manner will become the property of the school system.
3. Each member of the unit is responsible for providing the school principal or his/her designee with receipts verifying such expenditures.
4. The deadline for applying for reimbursement shall be April 1st of each school year.
5. In cases where the teacher is transferred, he/she shall be allowed to transfer the materials to his/her new assignment site, providing the materials are appropriate to the new assignment.
6. Chapter I personnel, due to their externally funded program status, are excluded from this provision. However, such personnel may apply for reimbursement for supplemental instructional materials if:
 - A) Such materials are not available through Chapter I requisitions,
 - B) Prior principal approval is secured, (Such approval shall not be unreasonably denied.)

C) Purchases do not exceed \$25 per Secondary member of the unit or \$30 per Elementary member of the unit.

18:2.1 Monies shall be available to reimburse teachers from the School Supplies Fund no later than 15 work days following the thirtieth (30th) school day, of each school year.

18:2.2 A Budget Planning Committee shall be appointed at each school. The Committee shall assist the principal in the planning of the school's budget proposal for the coming school year. The UTNO Building Representative and Department/Team Chairpersons as identified in Article 20 shall be included on the School Budget Planning Committee.

18.3 ACTIVITIES FUND

18:3.1 The principal shall consult with the faculty or with the UNION Building Committee concerning the number of school-wide fund-raising activities, and the intended allocation of funds from each.

18:3.2 A report listing income, expenses and net profits shall be distributed to the faculty within two weeks after the close of the accounts of the activity. In those instances where the accounts have not been finalized within 30 days of the activity an interim report shall be issued.

18:3.3 Money earned through school activities shall be kept in a special school activities fund. The allocation of this money for school purposes shall be the responsibility of a committee comprised of the principal, representatives from the UNION Building Committee, students and parents. The bookkeeping accounts relating to the school activity fund shall be open to review upon the request of any teacher.

18:3.4 The principal shall consult with the faculty when the school participates in a cooperative fund-raising activity with an outside group.

The faculty shall be informed how expenses and profits from such activities will be shared and spent. An accounting of the event shall be made in keeping with 18:3.2 for that portion of the receipts given to the school.

18:4 STUDENT GRADES

18:4.1 If a computational or other mechanical fault in the assignment of student grades is discovered, the principal shall notify the teacher that a correction has been made and shall discuss the matter with the teacher if the teacher so requests.

18:4.2 If a student grade is changed for any other reason, the principal shall notify the teacher and, if the teacher is available, shall discuss the matter with the teacher prior to making a change. If the teacher is unavailable, the teacher may request such discussion when he/she is available.

18:4.3 If the teacher, after such discussion, so desires, the teacher may appeal the matter to the Area Superintendent.

18:5 PREPARATIONS

18:5.1 Each secondary teacher shall be scheduled for five (5) planning periods per week.

18:5.2 Each elementary teacher shall be scheduled for a minimum of 60 minutes of planning time per week. Effective the 1988-89 school year, planning time will increase to 90 minutes per week. Elementary planning periods shall not be less than 30 minutes each. Implementation of this provision shall not result in exceeding the pupil/teacher ratio established in 18:1.1

18:5.3 Each elementary teacher, when, and if, relieved by an itinerant teacher, or when the

librarian becomes the teacher of record while conducting a scheduled library class, shall be permitted to utilize that relieved time as a non-teaching period.

- 18:5.4 A Teacher may be assigned by the principal on an equitable rotating basis to substitute during his/her planning period. If so assigned, a teacher shall be paid seven dollars (\$7.00) for each period of such substitution. When students are distributed and no substitute is employed, the students shall be distributed among not more than three (3) teachers of the same grade/subject, if such is possible. The teachers receiving the students shall divide equally the amount of forty-two dollars (\$42.00) per day or seven dollars (\$7.00) per hour if the distribution was less than a whole day.

Teachers who are assigned to administer system wide standardized tests during their planning period are not eligible for pay under this provision. Such assignments shall be equitably rotated where possible.

The records shall be maintained by the principal and counter-signed by the substituting teachers. Payment shall be made twice each school year on a paycheck in January and the final paycheck of the school year.

- 18:5.5 During the planning period, teachers may leave a school site for job-related purposes with permission from the principal. Occasionally, the teacher may request permission of the principal to leave the school site for personal business. Such permission shall not be unreasonably withheld. Teachers are required to sign out stating the reason for leaving the school site.
- 18:5.6 During their duty free lunch period, teachers may leave a school site after notifying the principal, except in event of emergency.

- 18:5.7 When leaving a school site, teachers shall sign out in an appropriate register normally located in the school office. Teachers shall sign in upon their return to the school site.
- 18:5.8 Teachers shall return in time to meet their assigned responsibilities.
- 18:6 TEACHER SCHEDULES
- 18:6.1 On or before April 15th of the school year, each teacher may submit a schedule preference to the principal. Such teacher's "schedule preference" shall be given consideration on the basis of seniority, past experience and job qualification. The utilization of "schedule preferences" shall not serve to displace any elementary teacher from the position held the previous year.
- 18:6.2 Written notice of each teacher's tentatively assigned teaching schedule for the succeeding year shall be placed in each teacher's mailbox not later than ten (10) school days before the end of the school year. In the event that unforeseen circumstances occur after the posting of the tentative assignments and before the thirty day count, teachers may have their tentative schedule changed.
- 18:6.3 If a teacher feels he/she is being inequitably assigned classes involving different levels of student achievement and/or discipline problems, such teacher shall first discuss the matter with the principal and may thereafter discuss the matter with the Area Superintendent.
- 18:6.4 The parties recognize that a principal has the right to assign and reassign members of the unit to teaching assignments and/or instructional locations. Reassignment to a different teaching assignment and/or instructional location at a school by a principal shall not be done unless for just and sufficient cause.

18:6.5 The decision to move a seniored teacher to another grade or certified subject for the purpose of saving a less seniored teacher from surplusing shall not be considered just and sufficient.

18:7 **FACULTY LUNCHROOM FACILITIES**

18:7.1 At the beginning of each school year if a separate faculty lunch area is not made available, the UNION Building Committee may, at its request, meet with the principal to determine if space is available. When a mutual determination is made that such space is available, it shall be utilized as a separate faculty lunch area.

18:7.2 If space for a separate faculty lunchroom is not available an area of the cafeteria shall be designated as the faculty lunch area and separated by screening, except if the cafeteria is too small to be utilized in this way.

18:8 **TEACHER MAIL BOXES**

18:8.1 Each member of the bargaining unit shall have an individual mailbox or mail slot at his/her assigned school(s) or assigned work location(s) not later than thirty (30) days after the start of the school year.

18:8.2 Such mailboxes or mail slots shall be suitably marked with the individual's name.

18:8.3 Mail addressed to teachers shall be placed in appropriate boxes or slots within twenty-four (24) hours of delivery to the school.

18:9 **TELEPHONE FACILITIES FOR TEACHERS**

18:9.1 School phones are available to teachers to conduct necessary school business. If necessary, school phones may be utilized for personal business which is urgent in nature, local, and the telephone call does not interfere with school business.

- 18:9.2 Emergency phone messages shall be relayed to teachers immediately.
- 18:10 FACULTY MEETINGS
- 18:10.1 A teacher may be required by the principal to remain for not more than fourteen (14) general faculty, administrative and/or curriculum related meetings per school year. In addition, teachers may be required to attend one (1) open house per school year. Teachers shall not be required to attend more than two such meetings in any one month. Meetings held for the purposes of SACS accreditation are not subject to this provision.
- 18:10.2 The principal shall provide an agenda twenty-four (24) hours prior to such meeting.
- 18:10.3 General faculty, administrative and/or curriculum related meetings shall begin not later than 10 minutes after the end of the students' regular school day. Teachers are to remain for no more than sixty (60) minutes to consider items on the agenda, including items proposed under 2:15.3. In the event that new items are suggested for discussion and the sixty (60) minute time limit has been exhausted, the faculty may elect by majority vote to extend the meeting for up to 20 minutes.
- 18:10.4 In those schools that distribute report cards to parents/students after normal school hours: (a) the teachers and students shall be dismissed at 12 p.m., or (b) the report card meeting shall count as one of those listed in 18:10.1, or (c) children will be dismissed after their lunch hour and report cards will be distributed from 1 p.m. to 4 p.m. and the time shall count as a meeting listed in 18:10.1. The determination of which option will be utilized shall be made after consultation with the faculty.

18:11 PUBLIC ADDRESS SYSTEM

- 18:11.1** The public address system shall be used for announcements only during two regularly scheduled periods each day. School-wide paging, except in emergencies, shall be prohibited. The public address system shall not be used for evaluation or monitoring of teachers.

18:12 PARKING

- 18:12.1** Members of the bargaining unit, including itinerants, at McDonogh #15 Elementary School shall be reimbursed for the actual cost of parking up to \$2.25 per work day.

18:13 CLASS ASSIGNMENTS

- 18:13.1** Secondary teachers shall be scheduled into not more than two (2) subject assignments daily 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 etc.)

18:14 TEACHING MATERIALS

- 18:14.1** The BOARD shall continue to provide teacher attendance books, paper, pencils, chalk, erasers and such other materials which assist with the performance of daily teaching duties sufficient to implement the curriculum within budget limitations.

Teachers shall be provided with an inventory of available teaching materials at the beginning of the school year. The list shall be updated as new materials arrive.

- 18:14.2** Teachers may submit a school requisition form to the principal for textbooks and teaching materials. If the requested materials are not delivered to the school within fifteen (15) school days, the textbook office or the central purchasing department upon request shall notify the teacher/school in writing of the disposition of the requisition, giving the

reasons for the delay in delivering the requested materials. Such response shall be made within five (5) school days of receipt.

18:14.3 All annually requisitioned materials which arrive during the summer shall be distributed to the teachers or centrally stored, as appropriate, at the beginning of the school year.

18:14.4 Teachers are invited to recommend additions to the materials, magazines, supplies and audio-visual supplies used within the school system.

18:14.5 The implementation of this section shall be appropriate for discussion at the monthly meeting between the principal and the UNION Building Committee.

18:14.6 Each teacher shall be supplied textbooks selected by the school for the subject (s) he/she teaches in quantities sufficient to provide each student with a personal copy as they become available within the school.

18:15 SCHEDULING OF STUDENTS

18:15.1 Members of the Unit who wish to gain administrative experience may request the opportunity to work on the master scheduling or the adjustments of master scheduling of students provided such teachers perform such work after regular school hours.

18:16 SCHOOL CALENDAR

18:16.1 1987-88 HOLIDAYS

Labor Day	September 7
Convention Days	November 23-25
Thanksgiving	November 26-27
Christmas	December 21- January 1
Martin L. King	January 18
Mardi Gras	February 15-17
Good Friday	April 1

The 1987-88 teacher work year will include 200 paid days and 2 non-paid vacation days totaling a 202 day work year.

18:16.2 1988-89 HOLIDAYS

Labor Day	September 5
Convention Days	November 21-23
Thanksgiving	November 24-25
Christmas	December 19- December 30
Martin L. King	January 16
Mardi Gras	February 6-8
Good Friday	March 24

The 1988-89 teacher work year will include 200 paid days and 2 non-paid vacation days totaling a 202 day work year.

18:16.3 1989-90 HOLIDAYS

Labor Day	September 4
Convention Days	November 20-22
Thanksgiving	November 23-24
Christmas	December 20- January 2
Martin L. King	January 15
Mardi Gras	February 26-28
Good Friday	April 13

The 1989-90 teacher work year will include 200 paid days and 2 non-paid vacation days totaling a 202 day work year.

18:16.4 Spring Break

18:16.5 Holy Thursday and Easter Monday shall be non-paid vacation days for members of the bargaining unit who are not entitled to annual vacation leave. To make up for this time, two (2) days shall be added to the end of the school year.

18:16.6 Holy Thursday and Easter Monday shall be regular work days for members of the bargaining unit who are entitled to annual vacation leave. Employees who wish to be absent on Holy Thursday and Easter Monday can utilize available leave time in keeping with BOARD policy.

ARTICLE 19
TEXTBOOK SELECTION/CURRICULUM
REVIEW COMMITTEES

- 19:1 One-half ($\frac{1}{2}$) of the members of Textbook Selection Committees shall be teachers. The president of the UNION shall select the teacher members in accordance with the designated categories of teachers.
- 19:2 The BOARD and the UNION recognize that basic texts and supplementary materials should be chosen with the treatment of multi-ethnic and racial content as an important criterion, and the Textbook Selection Committee shall attempt to select such from the State List of Approved Textbooks for recommendation.
- 19:3 The UNION shall appoint members of the unit who meet criteria established by the BOARD to serve as teacher representatives on committees appointed for curriculum review.

ARTICLE 20
DEPARTMENT/GRADE CHAIRPERSONS
AND TEAM LEADERS

- 20:1 A recommendation shall be made to the principal regarding the selection of department heads, grade chairpersons and team leaders in accordance with the following:
- 20:1.1 The recommendation shall be made by means of a secret ballot conducted among the affected members of the grade or departments.
- 20:1.2 The election shall take place by the thirtieth (30th) school day of each school year.
- 20:1.3 Secondary department heads must hold Louisiana certification in the subject area of their department. Elementary chairpersons must hold Louisiana elementary certification. Team

leaders and special education chairpersons must be certified in one of the subjects in the team/department. All chairpersons/department heads/team leaders must have at least three years of teaching experience and commencing with the 1984-85 school year, must hold or be working on an advanced degree.

- 20:2 If no member of the grade or department receives a majority of the votes of the grade or department, the principal shall select the department head, elementary grade chairperson or team leader.
- 20:3 If the principal selects a department head, elementary grade chairperson or team leader other than the one recommended, it shall be for a good and substantial reason.
- 20:4 If a department head position becomes vacant, it shall be filled by the provision of 20:1.1 within two (2) weeks of the vacancy.
- 20:5 Each department/team shall consist of at least three (3) members before department/team leaders are elected at a secondary school. Elementary schools shall elect an upper and lower grade chairperson and shall elect a special education department chairperson where there are at least three (3) full-time members.

ARTICLE 21

RESEARCH AND DEVELOPMENT

- 21:1 Information concerning announcements relative to sources of research funding, seminars, fellowships, university courses, private foundation grants and federal grants, other than those included in the Catalog of Federal Education Assistance Programs received in the Superintendent's Office that are for dissemination to all teachers, shall be included in the Superintendent's Bulletin

and/or Announcement's Bulletin allowing reasonable time for compliance with application requirements. Information concerning all such announcements shall be available in the Personnel Office.

21:2 The president of the UNION shall appoint a representative to the Special Projects Committee. An annual report regarding the allocation of funds under any "mini-grant" program shall be made to teachers.

21:3 The BOARD shall provide the UNION with a copy of the Catalog of Federal Education Assistance Program annually when made available through the U.S. Government Printing Office.

ARTICLE 22

PAYCHECKS

22:1 Paychecks for teachers shall be at each school no later than 11:00 a.m. on pay day, except when mechanical, technical or delivery problems make this impossible.

22:2 Teachers may pick up their checks as their responsibilities permit after the arrival of such checks. Paychecks shall be placed in individual envelopes identified with the teacher's name and school.

22:3 If an error (\$50.00 or less) is brought to the attention of the Department of Budget and Finance in time that it can be verified prior to the end of business on a Tuesday, the correction of that error will be made in a check issued the following Friday.

If an error exceeds \$50.00, upon personal appearance at the Payroll Department, the affected employee shall be entitled to have the error corrected within 48 hours, dependent upon the employee having submitted all

necessary data prior to the issuance of the check in question.

22:3.1 Failure to meet the requirements of 22:3 shall cause immediate rectification, when validated and possible, by presentation of the problem to the Supervisor of Payroll.

22:4 Each pay check shall contain the following information:

a. number of unused current and accrued sick leave days.

b. description of each deduction.

22:5 When a pay day falls on or during a school holiday, members shall receive their pay checks on the last work day preceding the holiday.

22:6 Teachers shall be paid bi-weekly for twenty-six (26) pay periods. Those teachers who wish to be paid on a bi-weekly twenty (20) pay period basis may so elect by filing a notarized statement with the BOARD between May 1 and May 15.

Those employees who select the twenty (20) pay plan shall remain on such plan until such time as they file a notarized statement with the BOARD authorizing a conversion to the twenty-six (26) pay plan. Such notarized statements may only be filed between May 1 and May 15 of each school year.

ARTICLE 23

SENIORITY

23:1 Seniority is defined as an employee's length of continuous service with the BOARD since his/her last date of hire as determined by the date affixed by the teacher when he/she signed his/her teacher employment agreement. In the absence of the above, the date of hire shall be the first day the teacher reported for work.

- 23:2 Each school year, the BOARD shall make available a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the UNION. New employees' names will be forwarded to the UNION monthly thereafter.
- 23:3 For the purpose of defining seniority, an employee's continuous service record shall be broken only by job abandonment after official action by the Board terminating the individual, voluntary resignation, discharge or retirement.
- 23:4 Seniority in the system shall be the determining factor for identifying regular teachers who are to be declared surplus or laid off due to a reduction in force and/or involuntarily transferred except as defined in 11:3.
- 23:5 When system-wide seniority is equal between two or more teachers, seniority shall be judged according to (a) building seniority, where applicable, (b) advanced degrees, (c) continuous service in the subject or grade level, in that order, until an inequity develops.

ARTICLE 24

SYSTEM-WIDE CLOSING OF SCHOOLS

- 24:1 No member of the unit shall suffer loss of pay or benefits should the system temporarily close schools due to a natural disaster, civil riot or other reasons as determined by the Board provided that such action is not necessitated by participation in a labor dispute. However, such members of the unit may be required to make up such lost time providing the state minimum requirement for student days has not been fulfilled or waived by the state and such work can be performed prior to the thirtieth (30th) day of June in that school year.

ARTICLE 25

EVALUATION

- 25:1 The evaluation of teachers shall be in accordance with applicable laws. This article shall not be subject to the arbitration clause of the grievance procedure.
- 25:2 Unless he/she has been evaluated "unacceptable", the formal observations and evaluations of a member of the bargaining unit shall be made by the principal, assistant principal or the immediate supervisor.
- 25:3 There shall be at least ten (10) school days between formal observations.
- 25:4 Members of the unit shall be notified of an unacceptable evaluation completed by the member's immediate supervisor not later than April 15.
- 25:5 Members of the unit who believe that they have been evaluated unfairly or improperly as outlined in the Personnel Evaluation Plan of the New Orleans Public Schools, or who are dissatisfied with their evaluation shall have the right to the appeals process as contained in the Personnel Evaluation Plan.
- If the member of the unit questions the decision of the Area Superintendent, he/she shall have the right to appeal the decision to the Superintendent or his/her designee within ten (10) school days. The Superintendent/designee shall meet with the member and his/her representative and render a decision on the appeal within fifteen (15) school days after receipt of the appeal.

ARTICLE 26

PERSONAL PROPERTY LOSS

- 26:1 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 batteries) and vandalism (including smashed windshields and slashed tires). Excluded from this provision is currency and other automobile damage which has not made the automobile inoperable. Necessary guidelines and limitations will be implemented within the first four weeks of the school year. The limitation for any claim incident under this provision shall be \$500 of the uninsured loss. Further, to be eligible under this provision, the employee must exercise reasonable care.

ARTICLE 27

UTNO ENDORSED PROGRAMS

27:1 The BOARD shall grant payroll deduction privileges to any insurance type program which has the official endorsement of the UNION'S governing boards only after the BOARD receives the following:

1. A written request from the UNION.
2. A cover letter from the official of the company requesting approval for payroll deduction and also identifying agent or agents who will deal with the School Board.
3. A Hold Harmless agreement signed by an authorized official of the company under the company's seal, approved by the School Board's Attorney.
4. Signed application forms from at least 50 eligible employees of the School Board must be provided at the time of the request for deduction privileges.
5. Fifty (50) eligible employees of the School Board must maintain participation to continue deduction privileges.

6. UTNO endorsed programs shall be limited to two (2).
- 27:2 Representatives of the UNION endorsed programs may request of the building administrator that they be placed on the agenda of the next scheduled faculty meeting. Such approval shall not be unreasonably withheld.
- 27:3 ANNUITY FUNDS
- 27:3.1 Each teacher shall be eligible to participate through payroll deduction in the tax sheltered annuity plan selected by the UNION.

ARTICLE 28

TEACHER CENTER

- 28:1 The BOARD agrees to transfer the administration and operation and funding of the New Orleans Teacher Center Program to the UTNO Health and Welfare Fund.
- 28:2 The Teacher Center shall be administered by the UTNO Health and Welfare Fund Board of Trustees. The Board of Trustees shall govern administer, operate, monitor and supervise the planning, development, implementation and evaluation of all Teacher Center functions, activities and programs.

ARTICLE 29

SUMMER SCHOOL

- 29:1 All teachers interested in teaching summer school shall make application as directed with proper notice. A list of all those who applied prior to April 1 shall be provided to the UNION on or about April 15.
- 29:2 Unless not available, teachers selected to teach in summer school shall be tenured, shall be certified and shall have taught that particular subject the previous school session.

- 29:3 The teachers who comprise the core staff in any individual summer school shall be notified by June 1. All other teachers shall be notified as early as possible subject to the limitations of final enrollment figures of their selection for the summer session teaching assignment.
- 29:4 Twenty percent (20%) of each individual summer school staff shall not teach in any summer school the following year. To select the twenty percent (20%), attrition will first be followed. Thereafter, to achieve the twenty percent (20%), those separated will be selected in descending order from those with the greatest amount of continuous past service in summer school. A roster of persons selected to work in summer school shall be posted one (1) week prior to the start of summer school at each summer school work site, at 4100 Touro, 4300 Almonaster, 703 Carondelet, Lakeview, Priestley, McDonogh 16 and the Union. The roster shall include the number of continuous summer school years worked next to each name beginning with the 1987-88 school year.
- 29:5 Space will be provided in each school for summer school supplies.
- 29:6 The decision as to whether a summer school program shall be operated is the sole determination of the BOARD. Such determination shall be made prior to May 1st.

ARTICLE 30

LIBRARIANS

- 30:1 The work day for secondary librarians shall begin fifteen (15) minutes prior to the regular instructional staff's and end fifteen (15) minutes after the completion of the school day. Elementary librarians shall not be on duty for longer than six (6) hours and thirty (30) minutes daily.

- 30:2 The librarian and the teacher shall work cooperatively and jointly in providing student supervision to assure effective use of the library and library resources.
- 30:2.1 Effective July 1, 1988, elementary teachers shall not be required to remain in the library during the time their classes are officially scheduled. The rotational scheduling of classes to the library shall not exceed 4.5 hours per school day.
- 30:2.2 Librarians assigned to elementary schools shall be provided 90 minutes per day to perform library management tasks. Such time shall not be broken into less than 30 minute segments.
- 30:2.3 Clerical assistance shall be provided to elementary librarians in a manner determined by management.
- 30:2.4 Librarians shall teach library skills as needed in coordination with classroom assignments.
- 30:3 Secondary librarians shall not be assigned administrative clerical or supervisory duties outside library-related activities. When elementary librarians are scheduled for duty, they shall be assigned to perform such duty in the library.
- 30:4 The availability of libraries staffed by full-time librarians shall be limited to the circulation of library resources outside the library media center to teachers, and to the use of resources by students within the media center only during the first five (5) and last fifteen (15) days of student attendance in accordance with the officially adopted calendar. Libraries serviced by itinerant librarians shall be available for such limited access use only during the first ten (10) days and last twenty (20) days of student attendance in accordance with the officially adopted calendar.

- 30:5 During the first two (2) days at the beginning of the school year established for teacher in-service training, a time shall be set aside on the principal's agenda for an explanation of the library program and services by the assigned librarian.
- 30:6 Student teachers shall not take the place of the regularly assigned teacher during scheduled library periods, unless that student teacher has assumed full teaching responsibilities in the regular classroom setting. Teacher aides shall not take the place of the regularly assigned teacher during scheduled library periods.
- 30:7 The library use schedule in elementary schools shall be the responsibility of the librarian subject to approval of the principal.
- 30:8 The librarian shall be consulted regarding any decision to utilize federal or state library funds.
- 30:9 The principal shall consult with the librarian in establishing the library budget at the schools.
- 30:10 Itinerant librarians who have been assigned to a school for at least one school year shall, upon voluntary application, be interviewed in addition to the three most senior voluntary applicants in accordance with Article 10 in the event the school requires the services of a full-time librarian. The denial of a request for transfer shall be for supportable cause and the reasons therefore shall be provided to the itinerant librarian in writing if requested.
- 30:10.1 A list of all known itinerant librarian vacancies shall be maintained by the Supervisor of Library Services for review by librarians.
- 30:11 A list of all known full-time librarian vacancies shall be posted at each school on May 15th. Between May 16th and June 30th, newly

identified vacancies shall be posted at the Administrative Center.

ARTICLE 31

SCHOOL SOCIAL WORKERS

31:1 Working Conditions

31:1.1 Each School Social Worker shall be provided with sufficient work space which takes into account the needs of students and space requirements of the building following discussion with the principal. In designating the space, the confidentiality of the student-social worker relationship shall be considered. Social workers shall be designated a work area at the central offices separate from the quarters occupied by the social workers' supervisors.

31:2 A resource room containing publications relating to the social work profession shall be maintained at the central office for school social workers.

31:3 School social workers shall not be solely responsible for the disposition of children who have been suspended because of disciplinary reasons.

31:4 Required in-service training activities for Social Workers shall take place during their regular work day. Beyond the first two (2) scheduled in-service days, all additional in-service days shall take into consideration the needs of Social Workers as identified on the Annual Staff Assessment Form.

31:5 School Social Workers shall not be assigned to more than four (4) schools. Additional assignments beyond the three base schools shall be made after a review of case loads. Additional schools shall be added in a manner that equalizes the case load among social workers.

- 31:6 School Social Workers work day shall be 8:30 A.M. to 3:45 P.M.
- 31:7 A private telephone shall be available at each school for use by the School Social Worker(s). This phone may also be used by the School Nurse and the SHL Specialist.
- 31:8 A case which may be handled in the following school year without detriment to the student shall not be assigned after May 10 of each school year.

ARTICLE 32

INSTRUMENTAL MUSIC TEACHERS

- 32:1 The daily attendance payroll forms for itinerant music instructors shall be validated by the principal or his/her designee.
- 32:2 Itinerant music instructors are encouraged to provide their principals with information concerning their students' instrumental music skills that will enable the principals to schedule teams with due regard for the assignment of students to the appropriate music classes.
- 32:3 Instrumental Music teachers may consult with the principal concerning placement of middle school students in music classes across team lines.
- 32:4 The principal shall consult with the Instrumental music instructors in establishing the department budget at the school.

ARTICLE 33

VOCAL MUSIC TEACHERS

- 33:1 Pianos shall be tuned once per semester.
- 33:2 Vocal music instructors in senior high schools may visit junior high schools with the approval of the Area Superintendent in order to assess the special vocal music skills of

- students who have elected to enroll in vocal music courses for the forthcoming school year.
- 33:3 The Principal shall consult with the vocal music teacher in establishing the department budget at the school.
- 33:4 Recognizing the importance of appropriate instructional materials, the principal shall consult with vocal music instructors concerning music books and accompanying recordings to be ordered for music courses from the school textbook allocation.

ARTICLE 34

INDUSTRIAL EDUCATION TEACHERS

- 34:1 T & I teachers who are assigned to six (6) classes of instruction shall not be assigned a homeroom nor shall they be assigned to supervisory duty.

ARTICLE 35

SPECIAL EDUCATION

- 35:1 The Board shall conform to the requirements of PL 94-142 and La. Act 754.
- 35:2 The Chairperson of the UNION Special Education Chapter and one (1) delegate elected by the Chapter from each of the school system's areas shall constitute a Special Education Committee. The committee members shall be from pre-school, elementary, middle or junior high schools, and senior high schools, as well as bi-racial in make-up. In addition the committee shall include two (2) SHL Specialists. The Director for Special Education and the Program Specialists shall make a good faith effort to meet with the Special Education Committee upon written request on a monthly basis on a mutually agreeable regularly scheduled date and time. A written

agenda will be presented with a request for such meetings one week in advance. By mutual agreement, the discussion at the meeting may also address additional items. Such meetings shall not be utilized to resolve grievances. The meeting shall be held after school hours. The names of the committee members shall be provided to the Director of Special Education after the election, but not later than one week prior to the first meeting.

35:3 UTNO shall appoint the teacher representatives to the 94-142 Advisory Committee and shall be entitled to appoint teacher representatives to other system-wide committees requiring teacher special education representatives. If committee meetings are scheduled during the work day, teacher members of such committees shall be granted release time to attend such meetings with principal approval. Such approval shall not be unreasonably denied.

35:4 Two in-service training days shall be conducted annually for all special education teachers. Release time shall be provided for attendance at the above workshops.

35:5 All new Special Education teachers shall receive one in-service training day for training in the IEP process including writing goals and short term objectives. Release time or a daily stipend shall be provided for attendance at workshops in this article.

35:6 The Director for Special Education and the Program Specialists shall meet with the Special Education Committee by August 15 to plan the in-service training.

35:7 For the purpose of Individual Education Plan annual up-date each special education teacher SLH Specialist shall notify the principal at least five (5) work days in advance of such

meetings. Such meetings shall be grouped to a minimum of three in the morning or afternoon. Each principal shall provide release time with class coverage. These days shall be determined by mutual agreement between the teacher and principal.

35:8 No child will be initially placed in a special education class until the special education teacher has received the child's current IEP and Multi-disciplinary Evaluation. Special Education teachers shall receive the current IEP and Multi-disciplinary evaluation of special education students who transfer from one school to another school within eight (8) school days of the child's placement at the new school.

35:8.1. Information from a psychiatric report which has a direct bearing on a child's welfare or education shall be included on a special form for the teacher's confidential use. (eg. suicidal, manic-depressive tendencies, etc.)

35:9 SPEECH, LANGUAGE AND HEARING SPECIALISTS

35:9.1 Each SHL Specialist shall be provided with a tape recorder in working order at the beginning of the school year. Each SHL Specialist shall have in his/her inventory at his/her school the appropriate standardized tests and forms.

35:9.2 The system shall maintain no less than 30 audiometers which have been calibrated prior to the opening of the school year. Phonic Mirrors shall be available for use on a rotating basis as available.

35:9.3 The SHL Specialists shall complete the appropriate form if the equipment, to their knowledge, requires repair. Repairs shall be made within two (2) weeks, if possible.

- 35:9.4 All forms requiring duplicate copies shall be carbonized and shall be available in sufficient quantities, including referral forms, which shall be made available to the SLH Specialist Chairperson of the SBLC, when appropriate. A calendar of due dates for reports, and forms shall be distributed to SHL Specialists not later than thirty days from the start of the school year.
- 35:10 After discussion between the principal and the specialist, the SHL Specialist shall be assigned suitable space that takes into account the special needs of the children as well as space requirements of the building. Working space shall not be shared during therapy time.
- 35:11 Records shall be locked as required, by SHL Specialists, in a container as designated by the BOARD which is readily accessible to the specialist. A lockable two-drawer file cabinet will be made available for an SHL position at a school which cannot provide a secure readily accessible location for storage of records.
- 35:12 SHL Specialists shall have the use of the school phone(s) in the performance of their duties. The speech therapists may elect to use that phone which offers the greatest opportunity for confidentiality, provided it is available.
- 35:13 SHL Specialists shall be permitted to utilize Friday afternoon for speech, hearing, and language-related activities other than regularly scheduled therapy.
- 35:14 SHL Specialists shall not be required to service a case load in excess of State law.
- 35:15 Every attempt will be made to assign the SLH Specialist to only one school if the demands of the case load can be met at a singular school site.

- 35:16 A licensed substitute shall be provided for SLH Specialists on leave when possible.
- 35:17 Each school shall provide the assigned SHL Specialist the basic materials appropriate to SHL needs which are supplied to regular teachers.

ARTICLE 36

KINDERGARTEN TEACHERS

- 36:1 There shall be one (1) day set aside in the spring for pre-registration of prospective kindergarten students. Kindergarten classes shall not be held on the day of pre-registration. Kindergarten teachers shall not be involved in the registration of kindergarten students except for spring registration. In the event a large enrollment necessitates an additional day, the Area Superintendent shall be consulted and shall approve a principal's recommendation, if warranted. Kindergarten teachers shall not have class instruction time interrupted for the purpose of registering students.
- 36:2 For the first four (4) days of the regular school year for students, the kindergarten children will come for one-half ($\frac{1}{2}$) day only, or its equivalent where busing is required. Time available as a result of the above will be utilized as preparation time for parental conferences and/or registration for the teachers.
- 36:3 There shall be one day designated during both the fall and spring semesters for kindergarten parental conferences. Teachers shall provide a list of scheduled appointments to the principal. Kindergarten classes shall not be held on conference days. Kindergarten parental conferences shall be held on the same day as report card distribution as defined in Article 18:10.4

- 36:4 Each kindergarten teacher shall be allotted \$75.00 from the school supply budget to order from the kindergarten requisition list supplies, educational toys and games.
- 36:5 The principal shall consult with kindergarten teachers concerning consumable items and/or books in mathematics, handwriting, science and music to be ordered for the kindergarten classes from the textbook allocation.
- 36:6 A committee of three (3) teachers appointed by UTNO and three (3) representatives of the administration shall meet **bi-annually** to analyze and make recommendations regarding the annual kindergarten requisition form. The recommendations shall then be placed on the annual kindergarten requisition form.
- 36:7 The principal shall consult with kindergarten teacher(s) regarding the provision of sufficient funds to adequately equip newly established kindergarten classes.
- 36:8 Kindergarten teachers shall be placed on the same rotating duty schedule as the other elementary teachers at that school.

ARTICLE 37 COUNSELORS

- 37:1 The counselor shall have the opportunity to carry on pupil conferences during school hours with due regard for the instructional program.
- 37:2 Counselors shall be assigned duties as defined and as may be periodically up-dated in the Guidance and Counseling Plan for the New Orleans Public Schools. Except in unforeseen emergency, the counselors shall not be assigned administrative or clerical duties unrelated to guidance and counseling such as maintaining medical records, issuing or collecting textbooks, or serving as disciplinary officers.

- 37:3 Counselors shall have appropriate physical facilities, materials and equipment. This includes a private office equipped with a telephone for conducting guidance-related services.
- 37:4 The principal shall consult with the guidance staff in establishing the departmental budget.
- 37:5 All secondary schools with an enrollment of 1300 or more students shall be assigned a full-time counselor clerk's position for the use of the counseling department of the school. Secondary schools with an enrollment of 600-1299 shall be assigned a half-time counselor clerk's position. Secondary schools with one counselor and a counselor/student ratio in excess of the counselor/student ratio contained in 37:7, shall have a full-time clerk. Other secondary schools not in the above categories shall be assigned a C.O.E. student position. Counselor clerks and C.O.E. students will assist but not be limited to, performing such functions as typing correspondence, preparing college recommendations and typing social service referrals.
- 37:6 Counselors shall not be required to produce or develop the student master schedule for the succeeding school year, or semester. The Student Course Election Form utilized in the computer programming of the student master schedule shall not be used by the counselor. Individual course elections and course numbers shall be recommended by the counselor to the principal. The principal shall utilize these recommendations in the development of the student master schedule.
- 37:6.1 For the year in progress, assignment of newly enrolled students and adjustments to the existing schedule of students shall be recommended by the counselor to the principal. The

counselor's recommendations for the year in progress shall include the subject to be taken, the class period and the room assignment based upon the counselor's best judgment of records, past performance and interviews.

- 37:7 The counselor/student ratio shall be maintained at a system-wide level of 450:1.
- 37:8 After consultation between the principal and the counseling staff, counselors may be assigned an extended work year for such purposes as adjusting schedules, registering and programming new students, updating the records of summer school students, making summer school recommendations, filing and posting the current year's records, and adjusting grade levels due to failure.
- 37:9 Seniority for School Counselors shall be determined by combining the number of years of system-wide seniority with the number of years assigned to counseling in the school district then dividing the sum by two. The resulting number shall indicate the number of years of counseling seniority when there is a need to surplus a counselor.

ARTICLE 38

COACHES

- 38:1 Teachers who are presently coaching shall not be denied re-appointment to the coaching assignment without written notification citing just and sufficient cause for removal. This section shall not be subject to the arbitration provisions of this AGREEMENT.
- 38:2 All coaching vacancies that occur outside the playing season shall be posted in the Superintendent's Bulletin and shall not be filled until at least two weeks after posting. When coaching vacancies occur two weeks prior to the start of the season or during the

playing season, the vacancies shall be posted for four (4) days prior to filling such vacancy. When the vacancies occur during the summer break, a request shall be made for the posting to appear in the Sports Section of the "New Orleans Times Picayune."

38:3 When a vacancy occurs in the position of a senior high school head coach in varsity football, and male basketball, the principal shall first seek applicants from the existing staff. If no appointment is made per the above, the principal shall seek a coach outside the faculty. The head coach shall displace the least senioreed teacher in the subject area in which the head coach is scheduled to perform the majority of his/her teaching responsibilities. A teacher surplusd by a newly asigned head coach shall be permitted to invoke the displacement provisions as outlined in Article 11:1.1

38:4 With the exception of football coaches, coaches shall receive one-half of their coaching pay (as defined in Appendix C) on the second Friday following the mid point of the sport's regular season and the remainder of their coaching pay on the second Friday following the end of the regular season. If the sports season of the same sport are of different lengths, the longer season will determine the pay days.

Football coaches shall receive pay for pre season coaching on the second Friday after the start of the school year. Football coaches shall receive $\frac{2}{3}$ on the second Friday following the end of the regular season and $\frac{1}{3}$ on the second Friday following the end of the spring practice.

38:5 Coaches of teams involved in play-off competition shall be paid as follows:

SPORT	POST SEASON PAY/PER WEEK	(Asst.)
(Head)		
Football	\$150.00	\$125.00
Basketball	\$125.00	\$100.00
Baseball	\$125.00	\$100.00
Track		
(3) Events	\$125.00	
(2) Events	\$ 83.00	
(1) Event	\$ 42.00	
Volleyball	\$100.00	
Softball	\$100.00	
Tennis	\$60.00 Regional Winner	

38:6 Members of the unit may coach two or more sports with overlapping seasons with the permission of the principal. Coaches of such overlapping assignments shall receive full pay provided they meet the coaching requirements of both overlapping sports. Pay shall be prorated in those instances where full coaching responsibilities are not met.

38:7 The existing parity agreement between UTNO and the BOARD shall be reviewed and revised by a joint UNION-Management Committee by the end of the first semester of the 1987-88 school year.

ARTICLE 39

NURSES

39:1 An area shall be set aside for the use of the school nurse. A desk or comparable furniture item shall be provided for use by the school nurse in the performance of his/her duties. A lockable storage space and scale shall be provided for the use of the nurse.

39:2 School Nurses shall be reimbursed for all parking expenses incurred in connection with their duties. Travel and parking expenses shall be paid bi-weekly.

- 39:3 School telephones shall be available for the use of the school nurse in connection with his/her duties.
- 39.4 School Nurses who have graduated with a Bachelor degree from an approved college or university shall be placed on the teacher's salary schedule at his/her appropriate step.
- 39:5 The School Nurse work day shall not exceed seven (7) hours and fifteen minutes.
- 39:6 The School Nurse shall submit a prioritized list of first aid supplies to the school principal within the first full week of school. The principal shall endeavor to order from the prioritized list considering budgetary limitations.
- 39:7 Audio-Visual aids for the Practical Nursing program shall be placed in specific and publicized locations and shall be available to the teachers who teach Foundation and Clinical courses.

ARTICLE 40

ACTIVITIES AND ATHLETIC EVENTS

- 40:1 All members of the representation unit shall be entitled to attend without charge, all student activities including athletic events in which such member's school is participating within the local district.

ARTICLE 41

MILEAGE

- 41:1 Upon proper verification, those employees who are required in the course of their regularly assigned duties to move from one work location to another, or to travel on official BOARD business, shall be paid twenty-five (\$.25) cents per mile.

ARTICLE 42

HOSPITALIZATION

- 42:1 The BOARD shall continue to provide an opportunity for employees and their families to enroll in a Group Hospitalization Program. The existing benefits in the current Board's Group Hospitalization Program shall not be reduced during the life of this Agreement. The BOARD shall pay eighty percent (80%) of the premium for employee coverage in the Board's Group Hospitalization Program. The UNION shall appoint two (2) members to the six (6) member Benefits Review Committee.
- 42:2 The BOARD agrees to pay fifty percent (50%) of the existing Group Hospitalization Insurance Premiums for family/dependents coverage contingent upon receipt of monies allocated by the State for this purpose.
- 42:3 The premiums (BOARD, state, employee contributions) for the Group Hospitalization Program shall be maintained in a separate fund. They shall be invested in a prudent manner with monies earned accruing to the fund.

ARTICLE 43

LIFE INSURANCE

- 43:1 Effective with the 1987-88 school year, the BOARD shall provide a \$20,000 Life Insurance Policy for members of the unit. This life insurance may be provided all or in part by the UTNO Health and Welfare Trust Fund. The BOARD shall contribute to the fund sufficient monies to provide this benefit over and above the contribution identified in 44:1.

ARTICLE 44

HEALTH AND WELFARE FUND

- 44:1 The Orleans Parish School Board and UTNO agree to establish and jointly administer a

fund for employee health and welfare benefits, through a Trust pursuant to the authority contained in La. R.S. 17:1224 and qualifying as a voluntary employees beneficiary association under I.R.C. Section 501 (c)(9), which said Trust shall be designated as the UTNO Health and Welfare Trust Fund. The BOARD shall contribute three hundred dollars (\$300.00) to the fund for the 1987-88 school year for each employee covered by this AGREEMENT, and who is employed by the BOARD as of the thirtieth (30th) day following the commencement of each school year. Effective with the 1988-89 school year, the BOARD shall contribute five hundred dollars (\$500) per contract year for each employee covered by this Agreement who is employed by the BOARD as of the thirtieth (30th) day following the commencement of each school year.

44:2 UTNO trustees shall be excused with pay to attend meetings of the Trust scheduled during the school day.

44:3 UNION trustees and Health and Welfare Fund staff shall be excused with pay to attend educational meetings scheduled during the work day.

44:4 BOARD payments to the Fund shall be made on a monthly basis. Payments shall be forwarded on or before the 15th of each month.

ARTICLE 45

SALARY SCHEDULE

45:1 The salary schedule effective September 27, 1987, is reproduced in Appendices A and B.

45:2 Should the legislature enact any increase to the state minimum teacher salary schedule during the life of this agreement, the increase will be added to the schedules in Appendices A and B.

45:3 In the event legislation is enacted that would allow teachers to tax shelter their retirement contributions, the BOARD will provide an annual opportunity for teachers to enroll in such a program.

ARTICLE 46

FLEXIBLE BENEFIT PROGRAM

46:1 Effective on or about March 1, 1988, the BOARD shall establish a cafeteria or flexible benefit plan under SECTION 125(d) of the Internal Revenue Code 1954, as amended. The PLAN shall provide members of the bargaining unit the option to reduce their salary through payroll deductions in order to obtain coverage for any benefit program that is being provided by the UTNO Health and Welfare Fund. The PLAN shall qualify as a "Cafeteria Plan" within the meaning of SECTION 125(d) of the Internal Revenue Code of 1954, as amended, and that the non-taxable benefits which an employee elects under the PLAN be eligible for the exclusion of the employees' income under SECTION 125(d) of the Internal Revenue Code of 1954, as amended.

The payroll deduction authorized by the members of the bargaining unit for such qualified coverage will be transmitted by the School Board to the appropriate party(ies) of selected benefits.

ARTICLE 47

QUALITY CIRCLES

47:1 There shall exist in the New Orleans Public Schools and under this Agreement, two (2) Union-Management Quality Circles composed of ten (10) members each. Five (5) members of each circle shall be appointed by the UNION'S President and five (5) members shall be appointed by the Superintendent.

- 47:2 A chairperson shall be selected for each Quality Circle by the Superintendent of Schools. In order to facilitate the progress of each circle, the chairperson shall perform the following duties: notify members of mutually agreed upon meeting dates, secure a meeting site, make certain that written records of meetings are recorded and distributed, and arrange for the typing of recommendations.
- 47:3 The Quality Circles are to address the following concerns:
- A. Class size
 - B. Student Testing and Achievement
- 47:4 During the 1987-88 school year, each Quality Circle shall meet at least once monthly on release time.
- 47:5 These Quality Circles shall make written recommendations to the Superintendent for his consideration and presentation to the BOARD. The BOARD and the UNION shall ratify any recommendations prior to implementation which conflict with the current labor agreement.
- 47:6 Any recommendations ratified by the BOARD and UNION which involve provisions of the existing UTNO/OPSB Teachers' Agreement may be amended into the Agreement by mutual consent of the BOARD and UNION.

ARTICLE 48

TEACHER ADVANCEMENT LADDER

- 48:1 The purpose of the Teacher Advancement Ladder is to provide structure, career options and incentives for current and prospective teachers in the New Orleans Public Schools, as well as to enhance their practice, compensation and opportunities for leadership in in-

struction and related professional matters. By offering opportunity for change, growth and development within the teaching career, the Teacher Advancement Ladder seeks to: enable the New Orleans Public School district to make more effective use of staff and enhance the district's ability to recruit and retain outstanding teachers.

**48:2 TEACHER ADVANCEMENT LADDER
DEVELOPMENT COMMITTEE**

The Teacher Advancement Ladder shall incorporate levels that teachers can achieve governed by specific entry and maintenance criteria. Monetary and non-monetary incentives will be awarded as levels are achieved. A committee shall be formed to develop a Teacher Advancement Ladder plan which shall include:

- the definition of entry and maintenance criteria for each career level
- recommendations of incentives for each career level
- establishment of operational procedure
- development of all necessary forms and documents required for operations.

48:3 This committee shall be comprised of equal numbers of representatives from UTNO and those appointed by the Superintendent. The Teacher Advancement Ladder plan shall be approved by the BOARD and UTNO.

48:4 TEACHER ADVANCEMENT BOARD

The Teacher Advancement Ladder shall be governed by the Teacher Advancement Board. The six (6) member board will consist of three (3) members appointed by the Superintendent of which one will serve as chairperson, and three (3) members appointed by UTNO. The Teacher Advancement Board

term will be defined as one year July 1 through June 30 but not limited to one year.

- 48:5 A quorum for meetings shall be five (5) members. Concerns regarding any aspect of the Teacher Advancement Ladder can be appealed in writing, to the Teacher Advancement Board. The Teacher Advancement Board will establish procedures for such appeals.

ARTICLE 49

MEDICAL EXAMINATION

- 49:1 The reasonable and customary cost of any medical examination required by the BOARD as a condition of continued employment or return from leave shall be paid for by the BOARD.

ARTICLE 50

DRESS CODE

- 50:1 General Statement on Employee Dress
Teachers serve as role models to students and the community. It has been established that people respond more positively toward well-dressed professionals. We believe, therefore, that teachers should always groom themselves in a professional manner. Style of dress may vary according to situation, but should always present a professional image of neatness and cleanliness.

ARTICLE 51

DURATION OF AGREEMENT

- 51:1 This AGREEMENT shall be effective as of September 27, 1987 and shall be continued in full force and be effective until June 30, 1990, subject to a wage reopener (for matters contained in Appendices A, B, and C) for the 1988-89 and 1989-90 fiscal years.

This AGREEMENT shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11th day of January, 1988.

FOR ORLEANS PARISH
SCHOOL BOARD

FOR THE
UNITED TEACHERS OF
NEW ORLEANS,
(AFT, AFL-CIO)

President

President

Superintendent of Schools

Executive Vice-President

NEGOTIATING TEAM:

Frank Fudesco,
Chief Negotiator
John Brown
Denise Cates
Renee Coman
Roy Glapion
Alvarez Peychaud
Joanne Rinardo
Linda Stelly
Ella Voelkel

NEGOTIATING TEAM:

Nat LaCour,
Chief Negotiator
Joseph DeRose
Cheryl A. Epling
Lyn Ledbetter
Gloria Marcell
Marcella B. Pittman
Edward Roberts
Ruth Roche
F. Mike Stone

APPENDIX A

TEACHER SALARY SCHEDULE 1987-88

Years of Service	Bachelor's	Master's	Master's +30	Specialist in Education	Doctorate
0	\$16,032	\$16,484	\$16,837	\$17,134	\$17,568
1	16,602	17,112	17,582	17,878	18,314
2	17,112	17,624	18,094	18,391	18,825
3	17,624	18,135	18,605	18,902	19,357
4	18,135	18,645	19,115	19,412	19,949
5	18,645	19,178	19,715	20,044	20,545
6	19,175	19,768	20,319	20,647	21,137
7	19,935	20,577	21,144	21,474	21,959
8	20,570	21,236	21,813	22,146	22,679
9	21,170	21,835	22,483	22,795	23,279
10	21,770	22,494	23,095	23,425	23,978
11	22,424	23,095	23,706	24,036	24,537
12	22,813	24,372	25,095	25,259	25,367
13	23,139	24,698	25,421	25,585	25,693
14	23,465	25,024	25,748	25,911	26,210

APPENDIX B

SCHOOL NURSE 1987-88

SCHOOL NURSE — NON DEGREED

1	\$15,294
2	16,054
3	16,841
4	17,654
5	18,361
6	18,687
7	19,013

SCHOOL NURSE DEGREED —
Appropriate step of Teachers Salary Schedule

APPENDIX C

Extra Curricular Activities Pay

- A. An annual salary supplement shall be paid to teachers who are employed and for the period of time they serve as coaches of teams or groups who are engaged in interscholastic competition or activities directly related to interscholastic competition, provided that the formation and the maintenance of such teams or groups throughout the scheduled activity period meets the minimum standards of number of participants and number of events to be established by the Associate Director of Health and Physical Education, after consultation with a committee of three coaches appointed by UTNO.

SENIOR HIGH SCHOOLS

Head Football

Male	\$ 2,240.00
Assistant Football — Male	1,260.00
Preseason (Head)	\$56/day
Assistant	\$42/day
Head Basketball — Male/Female	1,680.00
Junior Basketball — Male/Female	1,260.00
Head Track — Male/Female	1,400.00
Junior Track — Male/Female	1,120.00
Head Baseball/Softball — Male/Female	1,400.00
Junior Baseball/Softball — Male/Female	1,120.00
Volleyball — Female	1,680.00
Trainer — Co-Ed	2,132.00
Pre-Season (Trainer)	\$42/day
Gymnastics — Male/Female	700.00
Wrestling — Male	700.00
Soccer — Male/Female	700.00
Cross Country — Co-Ed	420.00
Cheerleader/Drill Team	561.00
Golf — Co-Ed	700.00
Tennis — Co-Ed	980.00
Swimming — Co-Ed	700.00

JUNIOR HIGH SCHOOLS

Head Football — Male	1,400.00
Assistant Football — Male	1,120.00
Head Basketball — Male/Female	1,260.00
Assistant Basketball — Male/Female	840.00
Volleyball — Female	1,260.00
Head Baseball/Softball — Male/Female	1,260.00
Head Track — Male/Female	1,260.00
Gymnastics — Co-Ed	561.00
Cheerleader/Drill team	420.00
Golf — Co-Ed	561.00
Tennis — Co-Ed	700.00
Swimming — Co-Ed	561.00

MIDDLE SCHOOLS

Head Football — Male	1,027.00
Assistant Football — Male	868.00
Head Basketball — Male/Female	882.00
Volleyball — Female	882.00
Head Track — Male/Female	882.00
Head Baseball/Softball — Male/Female	882.00
Tennis — Co-Ed	700.00
Gymnastics — Co-Ed	561.00
Cheerleader/Drill Team	368.00
Intramural Coordinator	\$400/sport season

- B. The following supplement is payable in senior high, junior high and middle schools, if there are at least three fulltime faculty members in the department or on the teaching team and to two elementary chairpersons, one designated Lower and the other Upper, and an Elementary Special Education chairperson where there are at least three fulltime faculty members.

Department chairperson	303.00
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- C. The following supplement is payable only if the activity is conducted after regular school hours and only for one teacher for each separate activity or club:

Marching band, senior	842.00
Marching band, junior/middle	491.00
Concert season (middle, junior, senior All-city elementary band).....	220.00
Drama	275.00
Debate Team Coach	220.00
Student council, senior	165.00
Student council, junior/middle.....	110.00
Newspaper	220.00
Yearbook.....	275.00
Choir director (Includes All-city Choir) ..	300.00
Club advisor (maximum of 10 per school).....	110.00

APPENDIX D

EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR DISEASE

Office of Workers' Compensation Administration
910 North Bon Marche Drive
Baton Rouge, LA 70806
(504) 925-4563
1-800-624-4562

INSURED'S SOCIAL SECURITY NUMBER

EMPLOYER'S LC REPORTING NUMBER

EMPLOYER'S FEDERAL ID NUMBER

INSURANCE POLICY NUMBER

DATES	1. Date of Report MM/DD/YY	2. Date of Injury and Time MM/DD/YY Time: <input type="checkbox"/> AM <input type="checkbox"/> PM	3. Normal Starting Time Time: <input type="checkbox"/> AM <input type="checkbox"/> PM	4. If Employee Back to Work Give Date: (MM/DD/YY)	5. At Same Wage Yes <input type="checkbox"/> No <input type="checkbox"/>	DO NOT WRITE IN THIS COLUMN
	6. If Fatal Injury, Give Date of Death: MM/DD/YY	7. Date Employer Knew of Injury MM/DD/YY	8. Date Disability Began MM/DD/YY	9. Last Full Day Paid Date: (MM/DD/YY)	Date Received	
EMPLOYER	10. Employer			11. Person Making Out This Report		S.I.C.
	12. Address — Include Parish and Zip Code			13. Employer Telephone Number (Include Area Code)		State-Parish
EMPLOYEE	14. Mailing Address — If Different Than Above			15. Nature of Business—Type of Mfg., Trade, Construction, Service, etc.		Occupation
	16. Employee: First Middle Last	17. Male <input type="checkbox"/> Female <input type="checkbox"/>	18. Employee Telephone Number (Include Area Code)		Nature of Injury	
OCCURRENCE	19. Address — Include Parish and Zip Code			20. Race <input type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Asian <input type="checkbox"/> Other	Part of Body	
	21. Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Widowed <input type="checkbox"/>	22. No. of Children Under 18	23. Date of Birth: MM/DD/YY		Source of Injury	
	24. Occupation			25. Department or Division Regularly Employed		26. Date of Hire: MM/DD/YY
	27. Place of Injury Employer's Premises YES <input type="checkbox"/> NO <input type="checkbox"/>			28. If no — Exact Location — Street, City, Parish, and State		Insurance Code
INJURY OR DISEASE	29. What was the employee doing when injured? (Be specific. If using tools or equipment or handling material — Name them as well as what he was doing with them)					A.O.S.
	30. HOW DID INJURY OCCUR? (Describe Fully the Events Which Resulted in Injury or Disease. Tell What Happened and How It Happened. Name Any Objects or Substances Involved and Tell How They Were Involved. Give Full Details on All Factors Which Led or Contributed to Injury or Disease.)					Unsafe Act
						Agcy. of Acc.
						Agcy. of Acc. Part
	31. Mechanical Defect <input type="checkbox"/> No <input type="checkbox"/> Yes (Describe Above)			32. Unsafe Act <input type="checkbox"/> No <input type="checkbox"/> Yes (Describe Above)		Haz. Cond.
	33. CHECK IF AMPUTATION <input type="checkbox"/>					
	34. Nature and Location of Injury or Disease (Describe Fully, Including Parts of Body Affected)					
	35. Attending Physician and Address (If Hospital Involved — Indicate)					

EMPLOYER INSTRUCTIONS AND WAGE INFORMATION ON REVERSE SIDE

DISTRIBUTION OF THIS REPORT:

1. ORIGINAL MUST BE SENT IMMEDIATELY TO WORKERS' COMPENSATION INSURANCE CARRIER
2. COPY TO OFFICE — SEE INSTRUCTIONS
3. EMPLOYER'S COPY — RETAIN AS RECORD
4. MEDICAL COPY MUST BE SENT IMMEDIATELY TO TREATING PHYSICIAN OR DELIVERED BY INJURED EMPLOYEE
5. INJURED EMPLOYEE'S COPY

WORKERS' COMPENSATION INSURANCE
COMPANY AND ADDRESS
(Preprint or Stamp — Include NCO Number)

SIGNATURE OF PERSON IN 11 ABOVE

LDOL WIC-1007

OFFICIAL POSITION

CARRIER COPY

Form LC-6886-6 Printed in U.S.A.

(Continued on next page)

INSTRUCTIONS TO EMPLOYER

- 1 Report of occupational injury (or disease), regardless of disability or medical expense, must be submitted to your insurance carrier immediately
- 2 Report of occupational injury (or disease) must be filed with the Office of Workers' Compensation Administration no later than 10 days after the date of injury for all injuries resulting in more than 7 days of disability and for all injuries resulting in death
- 3 Before sending copy of report to Office, be sure to check applicable blocks at bottom of Office copy

WAGE INFORMATION

In the event of permanent disability, death, or disability beyond the 7-day waiting period, wages must be provided below:

Fixed Wage \$ _____ Hourly \$ _____ Monthly \$ _____ Annual \$ _____ Other

If the amount entered, is "Hourly" or "Other", fill out the appropriate section below

HOURLY

If "Hourly" and employee worked 40 hours per week or more, show the hours worked in the four full weeks preceding the date of accident

Hours _____

If "Hourly" and employee worked less than 40 hours per week, show the average total earnings per week for the four full weeks preceding the date of accident

\$ _____

If "Hourly" and employee is part-time, show the average hours worked in four full weeks preceding the date of accident

Hours _____

OTHER:

If "Other" and employee worked for a 26 week period or more, show the gross earnings in the 26 week period immediately preceding the accident and the number of days employee worked for the employer during the same 26 week period

\$ _____ Days _____

If "Other" and employee worked less than 26 weeks, show the gross earnings in the period immediately preceding the accident and the number of days the employee worked for the employer during that period

\$ _____ Days _____

SCHOOL

Nature of the offense _____

Location of where offense occurred _____

Name(s) of witness(es), if any

Prior corrective action taken by teacher, if any _____

Teacher's recommendation, if any _____

Signature of Teacher

Administrative Action Taken _____

Signature of Principal or Designee

Blue copy — Teacher (teacher's file copy)

APPENDIX F
OFFICIAL REQUEST FOR CONFERENCE

Date _____

Dear _____,

This is to request that you come to my office for a conference concerning your son,
daughter, _____
within three school days of the date of this letter. This conference is being requested for the following reason:

_____ will be permitted to remain in
school until _____. If I do not hear from
Date

he
you by then, she will be officially suspended.

Very truly yours,

Principal's Signature

APPENDIX G
NOTIFICATION OF ABSENCES/TARDINESS

Date _____

Dear: _____

**This is to inform you that you have been absent/tardy
on the following seven occasions:**

Dates Absent

Dates Tardy

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

6. _____

6. _____

7. _____

7. _____

Sincerely,

Principal

APPENDIX H UNSAFE CONDITIONS

Date _____

Dear _____:

The following unsafe conditions exist at _____:
(school/site)

Administrative Action Taken: _____

Distribution Form:

White copy: Principal/Supervisor (for completion and return to employee)

Pink copy: Principal/Supervisor (principal's/supervisor's file copy)

Blue copy: Employee (employee's file copy)

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