



ORLEANS PARISH SCHOOL BOARD PUBLIC HEARING

McDonogh #35
1331 Kerlerec Street
New Orleans, LA 70116
August 30, 2012

5:00 PM

Call to Order – Roll Call

Pledge of Allegiance

Purpose of Hearing

General Counsel Edward Morris

Orleans Parish School Board – Public Hearing on proposed amended Board policies:

➤ **OPSB Amended Policies**

- G737 - Reduction in Force (*amendment to current policy*)
- C306 – School Principals / Building Administrators (*amendment to current policy*)
- G734 – Tenure (*amendment to current policy*)
- G748 – Sabbatical Leave (*amendment to current policy*)
- G751 – Sick Leave (*amendment to current policy*)

Q & A



ORLEANS PARISH SCHOOL BOARD PUBLIC HEARING GUIDELINES

1. The public hearing will begin with of the proposed new and amended board policies by the Superintendent or his designee.
2. Anyone wishing to address the Board Policies should fill out a card located on the table and submit it to the Board Secretary. Cards will be received up to one-half hour after the meeting begins (**Notation: The Public Hearing begins at 5:00 PM**).
3. General Counsel to the Board will be responsible for the orderly and efficient conduct of the hearing and may set a reasonable time limit for each presentation depending on the number of cards received.
4. Each speaker will be limited to two (2) questions per item. General Counsel will recognize the speaker and give him/her permission to proceed. The speaker shall state his/her name and address for the Board records.
5. Those who have a group concern are encouraged to select a spokesperson from the group to address the concern.
6. Speakers are expected to be as concise as possible and to present their questions and comments in an objective manner in accordance with good taste and decorum and without reference to or insinuations against the Board, its members, or school system employees.
7. The Superintendent or his designee will serve as the official respondent to questions posed by the public.
8. Disruptions or disorderly conduct at the public hearing will constitute grounds for the presiding officer to ask security personnel to remove the offender.

G737 – REDUCTION IN FORCE/REASSIGNMENT

The Orleans Parish School Board delegates all reduction in force decisions to the Superintendent.

When circumstances necessitate a reduction in personnel conditions, such as significant enrollment decline, the loss of federal or special state funds, the discontinuance of special programs or projects, a marked decline in school revenue, school district consolidation, financial crisis, natural disaster, act of war or terrorism or other reasons as approved by the Board necessitate a reduction in force greater than what can be accomplished through attrition, the Orleans Parish School District shall utilize the following procedures in order to accomplish reduction in staff personnel and accompanying reassignment the Superintendent may institute a reduction in force pursuant to the provisions of this Policy. The determination of the need to implement the Policy and all decisions affecting such action shall be made by the Superintendent.

Except as otherwise provided herein, any existing procedure for reconsidering or examining an employee discharge, non-reappointment, or grievance shall not be considered in implementing this Policy. Likewise, this Policy shall not apply to any personnel action other than a reduction in force as contemplated herein.

Employees on approved leaves of absences shall be treated in the same manner as other regularly employed personnel under this Policy.

Seniority or tenure shall not be the primary criterion to be considered when instituting a reduction in force.

TEACHERS AND ADMINISTRATORS

Reduction of teacher and administrators shall be based solely upon demand, performance, and effectiveness, as determined by the performance evaluation program as provided in La. R.S. 17:3881 through 3905. Any reduction of teachers and administrators by the Superintendent shall be instituted by dismissing the least effective teacher within each targeted subject area or area of certification first, and then proceeding by effectiveness rating until the reduction in force has been accomplished.

EMPLOYEES OTHER THAN TEACHERS AND ADMINISTRATORS

Reduction of school employees who are *not* evaluated pursuant to La. R.S. 17:3881 through 3905 shall be based upon the following criteria:

1. Performance and effectiveness; and
2. Certification or academic preparation, if applicable.

Performance and effectiveness shall be measured as follows:

1. Results of the Board-approved evaluation system for employees who are not evaluated pursuant to La. R.S. 17:3881 through 3905;
2. Documented evidence of higher performance in the affected job category;
3. Satisfactory attendance; and
4. Documented evidence of special skills, training, experience, and knowledge that enhances performance in the job category.

NOTICE TO EMPLOYEES

When a reduction in force is instituted, written notice of termination shall be given by the Superintendent or his designee by certified mail, return receipt requested, to the employee to be terminated. Notice shall include a statement of the general conditions requiring a reduction in force. The employee's address, as it appears in the School Board's personnel records, shall be deemed to be the correct address. It shall be the employee's responsibility to ensure that the School Board has his/her current address on file.

REQUESTS FOR REVIEW OF TERMINATIONS

Within ten (10) days after receiving a notice of termination, an employee may request, in writing, a review of the action taken and shall receive notice of the results of the review in a timely manner, but not later than ten (10) days after the request to review is received. The employee shall have the right to further pursue the matter through the School Board's adopted grievance procedures.

RECALL OR OTHER EMPLOYMENT

No recall list shall be compiled or maintained for employees affected by a reduction in force. However, affected employees may apply for other vacant positions, not affected by the reduction in force, for which they are qualified.

Any certificated administrator serving under an administrative contract whose position has been recommended to be abolished may be reassigned or reclassified in accordance with that administrator's contract.

SEVERABILITY OF PROVISIONS

If any provision of this Policy or the application thereof is held to be invalid, such invalidity shall not affect other provisions of this Policy which can be implemented without the invalid provisions. To this end, the provisions of this Policy are hereby declared severable.

Any and all provisions of this policy shall yield to existing State law when held to be in conflict with said State law.

~~A. All possible alternatives to layoffs of employees will be explored and, if appropriate, used prior to implementation of the *Reduction in Force* policy.~~

~~B. Reduction in force and transfer/reassignment will be made on a system-wide basis in categories of employees. In addition, regardless of his/her current assignment, a retained employee may be required to work at the school or location to which the reduced employee was assigned, unless the Superintendent determines that reassignment to a different location is in the school system's best interest.~~

~~C. Seniority in a job category shall serve as a primary criterion in determining which employees are to be affected by the reduction. However, the Superintendent or designee may recommend retaining an employee with less seniority listed in the seniority ranking based on documented evidence of higher performance in the job category or documented special skills or training that enhances performance in the job category. Documented evidence shall be provided in evaluations, letters of commendation or reprimands, satisfactory attendance, certificates of achievement, credit courses, and/or degrees.~~

~~D. The abolishment, consolidation or discontinuance of bus routes shall be governed by the provisions of La. Rev. Stat. Ann. §17:493(D) and other applicable provisions of law.~~

~~CENTRAL OFFICE ADMINISTRATORS, SCHOOL SITE ADMINISTRATORS AND OTHER NON-TEACHING PERSONNEL~~

~~A. Definitions~~

~~1. **Administrators**—Certificated and Non-certificated personnel not represented by a Bargaining Unit, including those on leaves of absence, but excluding Principals, Assistant Principals, Confidential Clerical Personnel and Security Personnel~~

~~2. **Certificated Administrators**—Those administrators who hold appropriate teacher's certificates and whose legal employment requires such certificates~~

~~3. **Job Category**—Administrative positions with interchangeable responsibilities, skills and qualifications as defined by the job descriptions.~~

~~4. **Layoff**—Separation from active employment as a result of a *Reduction in Force*, persons so affected shall be subject to recall~~

~~5. **Qualifications**—Training, experience, credentials and/or degrees, if any, which are required in the job description~~

~~6. **Recall**—Action, approved by the Board to fill a budgeted vacancy by returning an administrator to employment who had been laid off, or returning an administrator to his/her former position who had been reduced in position~~

~~7. **Reclassification**—The process of reassigning an employee affected by a *Reduction in Force* from one position to another~~

~~8. **Reduction-in-Force (RIF)**—Action approved by the Board to abolish positions for reasons of economy because of lack of funds, after all other reductions in cost have been considered~~

~~9. **Reduction in Position**—Action approved by the Board which results in an assignment to a lower paying position because of a *Reduction in Force*~~

~~10. **School Site Administrators**—Tenured or contracted principals and assistant principals, including those on leaves of absence~~

~~11. **Seniority**—Length of full time service within the specific job category; the second determinant shall be the total period of full time administrative service in the Orleans Parish~~

School District. If these two (2) factors are equal, the third determinant shall be the length of full-time system-wide service.

B. Reduction In Force (RIF) Notices

When the Superintendent/designee determines that a *Reduction in Force* will be required for a balanced budget, the Superintendent/designee shall:

1. Present such information necessitating the reduction in force at a Board Meeting as soon as practicable.
2. Upon approval by the Board that a RIF is necessary, the Superintendent shall make a public announcement of the conditions necessitating the RIF and divisions, departments or programs which may be affected by the RIF.
3. Such information concerning the RIF shall may be made available through the following means:
 - a. Superintendent's Bulletin
 - b. Meetings with Department Heads
 - c. Presentation on television or to media

4. Require the Human Resources Department to maintain lists of administrative positions which are proposed for reduction (or have been approved for reduction) as well as lists of administrative position vacancies. These lists will be available to affected administrators upon request.

5. Require the Human Resources Department to send letters to all administrators affected by RIF. These letters will include the effective date of the RIF action and, if appropriate, reassignment information.

C. Procedures for Reductions in Force

1. After Board approval that a RIF is necessary, the Superintendent/designee shall determine the number and the nature of the administrative positions to be recommended to the Board for reduction.

2. Upon approval by the Board of the positions to be eliminated by RIF, the Superintendent/designee shall have notice mailed to the last address on record for each affected employee, no less than 30 days prior to the effective date of the RIF.

3. If the Superintendent, in conjunction with the Chief Financial Officer of the district, determines that extraordinary circumstances require an immediate RIF, then the Superintendent may present the reasons necessitating the RIF and the proposed positions to be eliminated at the same Board Meeting. In such case, notices shall be mailed to affected employees not less than 45 days prior to the effective date of the RIF.

3. When a number of positions within the same job category are to be reduced, probationary or temporary employees shall be eliminated prior to any permanent employees. Seniority in that job category shall serve as a primary criterion in determining which employees are to be affected by the reduction. However, the Superintendent or designee may retain particular administrators with lesser seniority in that job category because such administrators' unique skills, qualifications or performance are found to be essential to the effectiveness and efficiency of the school system. In such cases, the Superintendent's/designee's shall memorialize such reasons in writing and make them available upon request.

4. Tenured certificated administrators whose position is recommended to be abolished in a *Reduction in Force* shall be entitled to an assignment to a position of equal rank and

compensation, if possible. The Superintendent/designee may reclassify such an administrator within the same salary classification on the basis of seniority, job qualifications and performance responsibilities, after the Superintendent or designee confers with the affected administrator. Such reclassification shall be subject to Board approval.

5. Any certificated administrator serving under an administrative contract whose position has been recommended to be abolished may be reassigned or reclassified in accordance with that administrator's contract.

6. If reassignment is available, affected administrators with the longest seniority shall be eligible for reassignment first.

7. When the number of positions within the same job category are to be reduced, the retention of the more senior administrators within that category may cause less senior administrators to be displaced. Such displacement shall be considered as a *Reduction in Force*.

8. An administrator who has been laid off shall be entitled to all accumulated vacation days and other benefits accumulated as of the date of the layoff, all in accordance with Board policy regarding such benefits.

TEACHING PERSONNEL

Teaching personnel shall be laid off in accordance with the above policy subject to the following. The following categories of employees will be used for purposes of implementing this policy as it relates to certified teaching personnel:

Twelve-month administrators

Eleven-month administrators

Ten & Ten and one-half month administrators

Twelve-month teachers

Eleven-month teachers

Ten-month teachers

Nine-month teachers

Reduction of non-certified teaching personnel will be implemented prior to the application of this policy to certified personnel. In addition, when reduction in force is necessary in any certified teaching personnel category, the first layoffs will be made from personnel who have been employed as contract substitutes or on a temporary basis. Layoffs and/or reassignment of teachers and other certified personnel will be based on the following criteria:

A. *Seniority* — the total, uninterrupted contractual teaching and/or administrative experience within each category in the Orleans Parish School District, including breaks for approved leaves, will be the determining factor. Teachers and/or administrators with the least seniority in the Orleans Parish School District will be the first to be laid off and/or reassigned. For purposes of this section, seniority shall accrue from the first day on which duties are performed after the teacher has obtained an official Louisiana Teaching Certificate at the C certificate level or above.

B. *Area of certification* — persons not certified to teach in a particular area will be laid off before those who are properly certified.

C. *Academic preparation, including majors and minors in subject area, grade levels for administrative area, education degrees and additional units of college or university credit* — Where the teachers have equal seniority and certification, those with the lowest amount of academic preparation will be laid off first.

D. *Total years of teaching experience* — When all the above factors are equal, employees with the least teaching experience including service in other parishes and states, will be laid off first.

~~E. In areas where there are an insufficient number of appropriately certified personnel to meet the needs of the school system, certified employees in those areas shall be retained without regard to factors A-D set out above. For instance, teachers employed in areas for which there is a shortage of teachers may be retained despite lesser seniority, academic preparation or total years of experience.~~

~~NON-CERTIFIED TEACHING PERSONNEL~~

~~A. Reduction in force of non-certified teaching personnel will be based on the following criteria~~

~~B. Seniority in the Orleans Parish school system in present classification, including breaks for approved leave from that job description. For purposes of this section, seniority shall mean the total, uninterrupted teaching experience in the system.~~

~~C. In the event of equal seniority in the job classification, the following shall be used to determine the persons to be laid off:~~

~~1. Total years of experience in the system.~~

~~2. If total experience is also equal, the date of application shall be used to determine seniority.~~

~~IMPLEMENTATION GUIDELINES FOR TEACHERS~~

~~Initially, all personnel will be placed in one of the two major groups:~~

~~1. **Certified teaching personnel** will consist of all administrators, pupil appraisal personnel, coordinators, facilitators, guidance counselors, teachers and other personnel holding one of the following certificate classes: A, B, C, Level 3, Level 2, Level 1, PL-4, PL-3, PL-2 or PL-1. Employees who have completed their certification requirements will be regarded as certified under the RIF policy upon the receipt of evidence from the Louisiana Department of Education (DOE) or the employees' qualifying university. Any reductions in force that affect certificated-76 personnel will begin at the PL-1 level and then progress fully to the A level in the ranking previously listed.~~

~~2. **Non-certified teaching personnel** will consist of all teaching personnel not possessing a standard certificate listed above as well as those holding a TEP, TAT 3, TAT 2, or TAT 1 certificate.~~

~~Within each major group listed above, employees will be separated into job categories based on existing job titles, job descriptions, DOE reporting classifications, and federal regulations.~~

~~The Superintendent shall determine the number of employees currently working in each job category and the number of positions in each job category that should be eliminated due to reduction in force. *Certified teaching personnel* will be ranked based on the following criteria in the order presented:~~

~~A. The above-mentioned categories of certification;~~

~~B. Seniority;~~

~~C. Area of certification;~~

~~D. Academic preparation;~~

~~E. Total years of teaching experience.~~

~~*Certified teaching personnel* who are teaching outside of their area of certification as an *Out of Field Authority to Teach (OFAT)* will be reviewed based on their current areas of certification, if it is determined that there is an insufficient number of appropriately certified personnel to meet the needs of the school system in certain areas.~~

~~Non-certified teaching personnel will be ranked based on the following criteria in the order presented:~~

~~A. Seniority in the Orleans Parish School District in their present classification as defined herein.~~

~~B. If seniority is found to be equal, the following shall be used to determine the persons to be laid off:~~

~~1. Fewest years of experience in the school system;~~

~~2. Upon a finding that total experience is also equal, the date of the respective employees' applications shall be used to determine seniority.~~

~~Each of the categories shall be considered separately for the purposes of RIF. In no case shall approved leave or sabbatical absences count as an interruption in the service of any employee for the purpose of calculating seniority. Dual employees are subject to RIF in any categories in which they hold a position.—~~

~~After the listing has been gathered, the number of employees in each category to be eliminated shall be determined before the names of the specific employees to be eliminated in each category are determined. After the personnel office has ranked the employees within each job category, the Superintendent will prepare a list of the names of those specific employees who are regarded as surplus in each job category. The School District shall then designate the specific individuals to be terminated as a result of implementation of these guidelines.~~

~~Certified teaching personnel who are eliminated from their positions as a result of RIF have a right to "bump down" and be considered in any lower level position for which they are certified or otherwise qualified. Employees on promotional contracts shall be paid that salary and benefits established by the Board for new positions to which they may be assigned.~~

~~Before actual layoffs occur, the Superintendent will assess staffing needs for certified employees in each category. Any vacant positions at each location will be identified and posted at each worksite. In order of seniority within the system, employees impacted by RIF will be offered positions for which they are certified or otherwise qualified as needed by the District. Employees shall be allowed ten (10) days to accept reassignment once offered. Employees who fail to accept reassignment within that time period or who are unable to be offered employment will be laid off. Such employees will be notified by registered mail as to the effective date of their termination and as to the recall provisions of the District's RIF policy. Employees refusing reassignment positions will have their names removed from the recall list.~~

~~NOTIFICATION OF RECALL~~

~~A. If the Superintendent advises the Board that conditions necessitating the reduction in force may improve within the next eighteen (18) months, then *Recall Lists* shall be developed by job classification.~~

~~B. Employees who have been reclassified, reduced in position, or laid off because of a RIF shall be placed on a *Recall List* by job category. Seniority earned as of that time shall be maintained while affected by the RIF eighteen (18) months. As vacancies occur, employees shall be recalled in order of seniority.~~

~~C. Reclassified administrators shall have the right to transfer to positions in their previous job categories for which they are qualified and have greater seniority than those displaced.~~

~~D. If recall list are maintained then no job vacancy can be advertised for a position In a job category affected by a RIF until all persons on the active *Recall List* for that job category have been recalled or when external funding conditions otherwise require.~~

~~E. No administrator can be reclassified to a vacant position until the *Recall List* for that job category has been exhausted. F. Employees on the *Recall List* who do not accept a position offer~~

~~in the same category as that in which they were serving or in that in which they had acquired tenure, shall no longer be considered for recall by the school system.~~

~~G. Laid-off administrators on the active *Recall List* may continue insurance coverage by pre-paying total premiums in accordance with the District's policies and procedures.~~

~~APPEALS~~

~~A. Affected employees shall have the right to appeal decisions obtained pursuant to the foregoing procedures and regulations. This appeal shall be in writing within ten (10) working days from the date of issuance of the Notice to the affected employee. In such appeals, employee may challenge the following or related decisions pertaining to:~~

- ~~1. The propriety of layoff as distinguished from reclassification or reduction in position~~
- ~~2. The propriety of the classification~~
- ~~3. The relative standing in seniority for reclassification or recall~~
- ~~4. The propriety of the employee's selection with regard to employees retained in the same classification~~
- ~~5. The application of the recall procedures and regulations above.~~

~~B. In pursuing such appeals, administrators may append to their appeal such documents as they may deem appropriate and relevant and shall have the right to representation of their choice during the appeal process. The Superintendent/designee shall hear the aggrieved party.~~

~~At the conclusion of the appeal, the Superintendent/designee shall submit written findings and recommendations to the Board.~~

Ref: La. Rev. Stat. Ann. §§17:81.4; 17:524; ~~Board minutes, 7-20-92.~~

Policy amended 05/26/09

C306 – SCHOOL PRINCIPALS/BUILDING ADMINISTRATORS

The principal for each elementary and secondary school, as shall agent for the Orleans Parish School Board in overseeing the affairs of the school of which he/she has been placed in charge, and shall be responsible for the organization, administration, direction and the supervision of the school, school personnel and school activities. and in turn he/she shall be responsible to the Superintendent or designee.

The principal shall be appointed by and serve under the direction of the Superintendent. The principal shall have authority for all hiring and placement decisions for teachers and other certified personnel at the school in which the principal is assigned, subject to the approval of the Superintendent. The Superintendent and the principal shall make all employment decisions based upon performance, effectiveness, and qualifications as applicable to each specific position. Effectiveness, as determined pursuant to La. R.S. 17:3881 through 3905, shall be used as the primary criterion for making personnel decisions. In no case shall seniority or tenure be used as the primary criterion when making decisions regarding the hiring, assignment, or dismissal of teachers and other school employees.

The principal is the instructional, educational and operational leader of the school. He/she should be alert to opportunities to improve the instructional program, to foster the professional growth among teachers and employees, to work for the best interest of the students and faculty, and to maintain good relations with the school's community. The Board considers supervision one of the most important duties of the principal. The principal shall be responsible for evaluating the efficiency of all school personnel, and making recommendations to the Superintendent for tenure, transfers, promotions, or dismissals.

The principal shall be responsible for ~~the disciplining of~~ students in accordance with statutory provisions and ~~District School Board~~ guidelines. In discipline cases where discretion is authorized, the principal shall exercise his/her best judgment so as to protect the educational integrity of the school and educational environment. In addition, principals, and teachers, shall be expected to take reasonable precautions and care to promote the safety and well-being of all students and employees, and the security of all facilities.

The principal, at the request of a teacher, shall be required to investigate and resolve situations in which the teacher reasonably believes that an imminent danger exists of hazards that cause or may likely cause serious injury or death of the teacher or teachers.

The principal shall be required to attend principals' meetings called by the Superintendent or designee.

Ref: La. Rev. Stat. Ann. §§17:81, 17:416, 17:416.9.

G734 – TENURE

CERTIFICATED PERSONNEL TEACHERS

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

~~Teachers with extracurricular assignments acquire tenure as teachers but not in their position of the extracurricular assignment.~~

As used in this Section, "teacher" means:

1. Any employee of the Orleans Parish School Board who holds a teacher's certificate and whose legal employment requires such teacher's certificate;
2. Any school lunch supervisor employed by the Orleans Parish School Board who holds a special parish school lunch supervisor's certificate issued by the Department of Education of the state of Louisiana and whose employment requires such certificate. No employee as defined in this Paragraph hired on or after July 1, 2012, shall be eligible to acquire tenure.

Acquiring Tenure

A teacher who has acquired tenure before September 1, 2012, retains tenure and is subject to the provisions of this Section.

Effective beginning on July 1, 2012, a teacher rated "highly effective" for five years within a six-year period pursuant to the performance evaluation program as provided in R.S. 17:3881 through 3905 shall be granted tenure.

The school superintendent shall notify a teacher, in writing, when tenure has been awarded and the teacher is deemed to have acquired tenure on the date specified therein. A teacher who is not awarded tenure remains an at-will employee but shall acquire tenure after receiving a rating of "highly effective" for five years within a six-year period pursuant to the performance evaluation program as provided in R.S. 17:3881 through 3905 shall be granted tenure.

Beginning with the 2013-2014 school year, a tenured teacher who receives a performance rating of "ineffective" pursuant to the performance evaluation program provided in R.S. 17:3881 through 3905 shall immediately lose his tenure and all rights related thereto.

If a teacher is rated "highly effective" based on the evidence of the growth portion of the evaluation but is rated "ineffective" according to the observation portion, within thirty days after such finding, the teacher shall be entitled to a second observation by members of a team of three designees, chosen by the local superintendent, which shall not include the principal. Such teacher shall reacquire tenure if any of the following applies:

- a. The teacher's "ineffective" performance rating is reversed pursuant to the grievance procedure established pursuant to R.S. 7:3883(A)(5). In such case, the teacher's tenure shall be immediately reinstated;
- b. The teacher receives a performance rating of "highly effective" for five years within a six-year period subsequent to receiving an "ineffective" rating as provided in Subsection A of this Section.

Removal of Nontenured Teachers; Procedure

The school superintendent may terminate the employment of any nontenured teacher after providing such teacher with the written reasons therefor and providing the teacher the opportunity to respond. The teacher shall have seven days to respond, and such response shall be included in the teacher's personnel file.

Removal of Tenured Teachers; Procedure; Right to Appeal

A teacher with tenure shall not be removed from office except upon written and signed charges of poor performance, willful neglect of duty, incompetency, dishonesty, immorality, or of being a member of or contributing to any group, organization, movement, or corporation that is by law or injunction prohibited from operating in the state of Louisiana, and then only if furnished with a copy of such written charges and given the opportunity to respond. The teacher shall have seven days to respond, and such response shall be included in the teacher's personnel file. At the end of this seven-day time period, the superintendent may terminate the teacher's employment.

A teacher shall not be terminated for an "ineffective" performance rating until completion of the grievance procedure established pursuant to R.S. 17:3883(A)(5) if a grievance was timely filed.

Within seven days after dismissal, a teacher may request and upon request shall be granted a hearing by a panel composed of a designee of the superintendent, a designee of the principal or the administrative head of the state special school in which the teacher was employed, and a designee of the teacher. In no case shall the superintendent, the principal or state special school administrative head, or teacher designate an immediate family member or any full-time employee of the school system by which the teacher was employed who is under the supervision of the person making the designation. Such hearing may be private or public, at the option of the teacher, and shall begin within seven business days after receipt of the teacher's request for such hearing. The teacher shall have the right to appear before the tenure hearing panel with witnesses on his behalf and with counsel of his selection, all of whom shall be heard by the panel at the hearing. For the purpose of conducting hearings hereunder, the panel shall have the power to

issue subpoenas to compel the attendance of all witnesses. Nothing herein contained shall impair the right to seek supervisory review from a court of competent jurisdiction.

The tenure hearing panel shall submit its recommendation to the superintendent, and the superintendent may choose to reinstate the teacher. If the superintendent does not reinstate the teacher, the superintendent shall notify the teacher of his final determination, in writing, and such teacher may, not more than sixty days from the postmarked date of such written notification, petition a court of competent jurisdiction to review whether the action of the superintendent was arbitrary or capricious. The court shall have jurisdiction to affirm or reverse the action of the superintendent in the matter. The record on review shall be limited to evidence presented to the tenure hearing panel, and the court shall review the matter not later than ten days after the petition has been filed. If the action of the superintendent is reversed by the court and the teacher is ordered reinstated and restored to duty, the teacher shall be entitled to full pay for any loss of time or salary he may have sustained by reason of the action of the superintendent.

For the purposes of this Section, immorality shall mean any conviction of a felony offense affecting the public morals enumerated in Part V of Chapter 1 of Title 14 of the Louisiana Revised Statutes of 1950.

For purposes of this Section, the results of a teacher's evaluation performed pursuant R.S. 17:3881 through 3905 evaluating the teacher's performance as "ineffective" shall constitute sufficient proof of poor performance, incompetence, or willful neglect of duty, and no additional documentation shall be required to substantiate such charges.

Certain Teachers Ineligible to Acquire Tenure

A teacher paid with federal or other external funds shall not be eligible to acquire tenure, nor shall time spent in employment paid with federal funds be counted toward the time required for acquisition of tenure.

Substitute teachers and those teaching on any kind of temporary certificate or special certification waiver cannot acquire tenure.

EMPLOYEES OTHER THAN TEACHERS

As used in this Section, the term "employee" means any person in the employ of the Orleans Parish School Board who is not a teacher or whose legal employment does not require the holding of a teacher's certificate.

No employee, as defined in this Section, hired by the Orleans Parish School Board on or after July 1, 2007, shall be eligible to acquire tenure.

An employee hired prior to July 1, 2007, who has served a probationary term of three years from the date of his/her first appointment to the position in which he is serving is deemed to have acquired tenure in that position, pursuant to Louisiana Revised Statutes § 17:522.

Removal of Tenured Employee; Procedure

A tenured employee shall not be dismissed or discharged, except upon written and signed charges of willful neglect of duty, incompetency, dishonesty, immorality, insubordination, or being a member of or contributing to any group, organization, movement or corporation that is prohibited by law or injunction from operating in the state of Louisiana. A tenured employee shall be dismissed or discharged only if found guilty of any of the aforementioned charges after a hearing by the Orleans Parish School Board, which hearing, at the option of said employee, may be private or public. The Orleans Parish School Board shall furnish the employee a copy of the written charges at least fifteen days in advance of the date set for the hearing. The employee shall have the right to appear before the Orleans Parish School Board at said hearing with witnesses in his behalf, and with counsel of his selection, all of whom shall be heard by the board at the hearing.

Nothing herein contained shall impair the right of appeal to the court of appropriate jurisdiction.

For the purposes of this Section, immorality shall mean any conviction of a felony offense affecting the public morals enumerated in Part V of Chapter 1 of Title 14 of the Louisiana Revised Statutes of 1950.

BUS OPERATORS AND OTHER SUPPORT EMPLOYEES

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

Ref: La. Rev. Stat. Ann. §~~§~~17:411 et seq., 17:441 et seq., 17:461 et seq., 17:492 et seq., 17:521 et seq., ~~17:1205, 17:1213, 17:1217.~~

G748 – SABBATICAL LEAVE

~~The Orleans Parish School District Superintendent shall grant sabbatical leave for the purpose of professional or cultural improvement or for medical leave to all teaching personnel in accordance with statutory provisions.~~

Notwithstanding any other provision of law to the contrary, all decisions relative to the granting of leave pursuant to this Section on sabbatical leave shall be made by the superintendent of the local public school system.

Teaching personnel shall include any person employed by the District who holds a valid teaching certificate issued by the Louisiana Board of Elementary and Secondary Education and any social worker, guidance counselor, or school psychologist employed by the District who holds, as applicable, a valid professional ancillary certificate in school social work, guidance counseling, or school psychology issued by the Louisiana Department of Education

ELIGIBILITY

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

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

MEDICAL SABBATICAL LEAVE

Medical sabbatical leave requests for the 2012-2013 school session shall not be approved but for those requests meeting the definition of “medical necessity”. Medical necessity is defined as “the result of a catastrophic illness or injury, which means a life threatening, chronic, or incapacitating condition of the employee or a member of the employee’s immediate family.

An employee applying for medical sabbatical leave shall contact the Human Resources Department for assistance with completing the medical sabbatical leave procedure.

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

If the District, upon review of the application, questions the validity or accuracy of the certification, the District may require the applicant, as a condition for continued consideration of the application, to be examined by a licensed physician selected by the District. In such a case, the District shall pay all costs of the examination and any tests determined to be necessary. If the physician selected by the District finds a medical necessity, the leave application shall be granted.

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

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

SABBATICAL LEAVE FOR PROFESSIONAL OR CULTURAL IMPROVEMENT

Sabbatical leave for the purpose of professional or cultural improvement for 2012-2013 shall not be approved.

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

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

PROCEDURE FOR APPLICATION

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

With the final review of the Superintendent, the Director of Human Resources shall inform the teacher of the approval or denial of sabbatical leave at least thirty (30) days preceding the beginning of the semester of the school year for which the leave is requested, except that, where a teacher has become sick during a semester and has requested medical

sabbatical leave, the Director of Human Resources shall inform the teacher of approval or denial of such leave as soon as possible after receipt of his/her request for leave.

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

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

COMPENSATION

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

CONDITIONS OF SABBATICAL

- A. Each person granted sabbatical leave, as a condition of the sabbatical leave, shall be prohibited from being employed during the sabbatical leave by any public or private elementary or secondary school in Louisiana or any other state.
- B. Every person on *medical sabbatical leave* shall be prohibited from undertaking any gainful employment during such leave unless all of the following conditions are met:
1. The teacher can demonstrate that he/she will be working not more than twenty (20) hours a week in a part-time job that he/she has been working for not less than one hundred and twenty (120) days prior to the beginning of such leave.
 2. The doctor certifying the medical necessity of the leave indicates that such part-time work does not impair the purpose for which the leave is granted.
 3. The District authorizes such part-time work.
- Violation of the part-time work provisions shall result in the medical sabbatical leave being rescinded.
- C. Each person granted sabbatical leave shall sign an agreement or contract as specified with the District stipulating that, as a condition of sabbatical leave and in order to be eligible for compensation during such leave, he or she will return to service for one (1) semester for each semester of leave upon completion of the sabbatical leave. Said service shall ordinarily be performed in this School District. No person who, upon the expiration of his/her sabbatical leave, immediately begins employment with a state-operated educational agency, city, parish, or other local school board, department, school, college or university instead of returning to the school system which granted him/her such leave, shall be required to forfeit that portion of compensation paid to him/her by the State while he/she was on such leave. However, such person shall be required to reimburse the school system any salary paid to him/her by the District while he/she was on leave, unless the District opts to exercise the waiver provision as explained herein.

As per statutory requirement, any employee taking sabbatical leave who fails to return to service in this District upon expiration of the leave as specified above for any reason other than incapacitating illness as certified by two (2) physicians, shall forfeit all salary compensation received during the leave period. The District shall have the authority to waive this requirement in accordance with its pre-published criteria, as noted below, if it deems such to be in the best interest of the School District, provided that such a waiver shall

not be of a discriminatory nature against any employee or applicant because of his or her job description, age, race, or sex.

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

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

GUIDELINES FOR WAIVING INTENTION TO RETURN TO SERVICE CLAUSE

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

- A. Any person whose spouse is transferred out of the parish (job requirement not anticipated before leave) during the time the teacher is on leave or within one (1) year immediately following the termination of such leave (certification must be provided by spouse's employer).
- B. Any person who receives a position to the Louisiana Department of Education, to another public school system within the State of Louisiana, or to a state-operated educational agency. In such instances, the person granted sabbatical leave, upon the expiration of leave, shall be permitted to retain that portion of compensation paid by the state while he/she was on leave. However, such person shall be required to reimburse the District any compensation paid by the District while on leave.
- C. Incapacitating illness, as certified by two (2) physicians.
- D. Whenever, in the District's opinion, such a waiver would be in the best interest of the School District.

Ref: La. Rev. Stat. Ann. §§11:755, 17:1170 et seq., 17:1187.

G751 – SICK LEAVE

The Orleans Parish School District shall grant all employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness or other emergencies without loss of pay. Sick leave shall be granted according to the following:

Nine and ten month employees	10 days per year
Eleven month employees	10 days per year
Twelve month employees	10 days per year

Sick leave, when not used, shall be allowed to accumulate to the credit of the employee without limitation. However, upon initial employment, a *teacher* employed by the District shall not be allowed any sick leave until he/she reports for duty and actually performs work.

The minimum of ten days of sick leave for an employee shall be based on the employee beginning work at the beginning of the school year. In the case of an employee beginning work in the first month of the school year, *ten days* sick leave shall be allowed. If an employee begins work in the second month of the school year, *nine days* of sick leave shall be allowed. If an employee begins work in the third month of the school year, *eight days* of sick leave shall be allowed; if an employee begins work in the fourth month of the school year, *seven days* of sick leave shall be allowed; if an employee begins work in the fifth month of the school year, *six days* of sick leave shall be allowed; if the employee begins in the sixth month of the school year, *five days* of sick leave shall be allowed; if an employee begins work in the seventh month of the school year, *four days* of sick leave shall be allowed; and if the employee begins work in the eighth month of the school year or thereafter, *three days* of sick leave shall be allowed. The Superintendent shall be responsible for developing and maintaining pertinent regulations and procedures governing sick leave.

An employee who is absent for six (6) or more consecutive days shall be required to present a certificate from a physician certifying such absence upon return to work. All sick leaves taken from accumulated sick leave shall be accounted for by a physician's statement.

Upon the retirement of any employee, or upon the employee's death prior to retirement, the School District shall pay the employee or his/her heirs or assigns, for any unused sick leave, not to exceed twenty-five (25) days. Such pay shall be at the daily rate of pay paid to the employee at the time of his/her retirement or death.

If an employee is absent from duty under circumstances in which he/she is not entitled to any kind of leave, such employee shall be considered to be in violation of his/her contract, and is not entitled to be paid for the days of unauthorized absence and non-performance of duties.

SICK LEAVE FOR EMERGENCIES

Emergencies for sick leave purposes shall be defined by the District as:

1. The serious illness or death of the employee or member of his/her immediate family (husband, wife, father, mother, grandmother, grandfather, son, daughter, brother,

sister or a person living and being cared for under the same roof as that of the employee).

2. Circumstances of such a nature as to be beyond control, such as fire, flood, other natural disasters, and summons to appear in court (other than for School District cases).
3. Other Emergencies – There may be other circumstances which may necessitate the presence of the teacher such as to attend the funeral of a family member or close friend not covered as the immediate family. There may be other legitimate reasons for being absent which should be classified as emergency. In all such cases, the teacher shall confer with the principal. The principal shall present the case to the Superintendent, at which time an agreement shall be reached. The principal will have an attachment on the absence monthly report noting the circumstance and agreement reached.

EXTENDED SICK LEAVE

Notwithstanding any other provision of law to the contrary, all decisions relative to the granting of leave pursuant to this Section on extended sick leave shall be made by the superintendent of the local public school system.

Extended sick leave requests for the 2012-2013 school session shall adhere to the following provisions.

Extended sick leave requests shall not be approved but for those requests meeting the definition of “medical necessity”. Medical necessity is defined as “the result of a catastrophic illness or injury, which means a life threatening, chronic, or incapacitating condition of the employee or a member of the employee’s immediate family.

On every occasion that an employee uses extended sick leave, a statement from a licensed physician certifying that it is a medical necessity for the employee to be absent for at least ten consecutive work days shall be presented to the Human Resources Department.

Each teacher granted maternity leave and who has no remaining sick leave balance available, may take up to thirty days of extended sick leave in each six year period for personal illness related to the purpose for which maternity leave was granted.

An employee applying for extended sick leave shall contact the Human Resources Department for assistance with completing the extended medical leave procedure.

The District shall permit each *teacher and bus driver* to take up to ninety (90) days of extended sick leave in each six-year period of employment which may be used for personal illness or illness of an immediate family member at any time the *teacher or bus driver* has **no** remaining regular sick leave balance at the time the extended sick leave is set to begin. *Immediate family member* means a spouse, parent, or child of the teacher or bus driver.

Unused days during any six-year period of employment shall not accumulate or carry forward into the next six-year period of employment. The balance of days of extended sick leave available shall transfer with the *teacher* from one public school employer to another without loss or restoration of days.

Interruptions of service between periods of employment with a public school employer shall be included in any calculation of a six-year period, i.e. any employment with any public school employer, regardless of when it occurs, shall be included in any determination of the balance of days of extended sick leave available to the *teacher*.

Any *teacher* on extended sick leave shall be paid **sixty-five percent** (65%) of the salary paid the *teacher* at the time the extended sick leave begins. Except for extenuating circumstances, a doctor's certificate shall be presented upon return to work.

A *teacher* may not undertake additional gainful employment while on extended sick leave.

Application Process

~~On every occasion when a *teacher* or *bus driver* uses extended sick leave, a statement from a licensed physician certifying that the leave is medically necessary for the *teacher* or *bus driver* or that the immediate family member's illness is serious and requires the presence of the *teacher* or *bus driver* shall be presented prior to extended sick leave being taken, whenever possible.~~

- ~~1. If the District, upon review of the application, questions the validity or accuracy of the certification, the District may require the *teacher*, *bus driver*, or the immediate family member, as a condition for continued extended sick leave, to be examined by a licensed physician selected by the District.~~
- ~~2. If the District selected physician disagrees with the original medical certification, then the employer may require the *teacher*, *bus driver*, or immediate family member, as a condition for continued extension of sick leave, to be examined by a *third* licensed physician, whose name appears next in the rotation of physicians on a list established by the local medical society and maintained by the District. All costs of an examination and any required tests by a third doctor shall be paid by the District. The opinion of the third physician shall decide the issue.~~
- ~~3. The opinion of *all* physicians consulted in determining medical necessity of the extended sick leave shall be submitted to the District in the form of a **sworn statement**. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.~~

~~The required physician's statement may be presented along with the request for extended sick leave after the *teacher*'s return to service. In such a case, the extended sick leave shall be granted for all days for which extended sick leave is requested, provided the request and required documentation is~~

~~presented within three (3) days after the teacher returns to service. The School District, however, reserves the right to question the validity of the medical certification after the three day period.~~

SICK LEAVE FOR ASSAULT OR BATTERY

~~Any employee of the public schools who is injured and disabled while acting in his or her official capacity as a result of assault or battery 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. As required by state law, the employee shall be required to provide a certificate from a physician certifying such injury and incapacitation.~~

~~The sick leave authorized shall be in addition to all other sick leave authorized herein, shall not be accumulated from year to year, nor shall such additional sick leave be compensated for at death or retirement, or compensated for in any manner except as set forth above.~~

SICK LEAVE FOR PHYSICAL CONTACT WITH A STUDENT

~~Any *teacher* who is injured or disabled while acting in his/her official capacity as a result of physical contact with a student while providing physical assistance to a student to prevent danger or risk of injury to the student, shall receive sick leave for a period of up to one (1) calendar year without reduction in pay and without reduction in accrued sick leave days while injured or disabled as a result of rendering such assistance. Any *school employee*, but not a bus operator, injured or disabled in a similar manner shall receive up to ninety (90) days of such sick leave. The teacher or employee shall be required to present a certificate from a physician certifying such injury or disability. The District may extend the period of sick leave beyond the allowable period at its discretion.~~

~~If the School District questions the validity or accuracy of the physician's certification, the School District may require the *teacher* to be examined by a licensed physician selected by the District. Any further review of medical certification shall proceed in the same manner as requests for extended sick leave, which is outlined under *Application Process* above. The District shall pay all costs of any examinations and tests determined to be necessary.~~

SICK LEAVE/WORKERS' COMPENSATION

~~Should any *teacher* become injured or disabled while acting in his/her official capacity, other than by assault, the teacher shall be entitled to appropriate worker's compensation benefits and/or sick leave benefits, at the teacher's option, for the period of time while injured or disabled. Any benefits received, however, shall not exceed the total amount of the regular salary the teacher was receiving at the time of injury or disability. The teacher shall be required to present a certificate from a physician certifying such injury or incapacitation. In any case in which a teacher supplements worker's compensation with accumulated or extended sick leave, the amount of sick leave used shall be calculated on an hourly basis.~~

VESTING OF SICK LEAVE

All sick leave accumulated by a *teacher* or *school employee*, but *not a bus operator*, shall be vested in the teacher or school employee by whom such leave has been accumulated. In the event of the transfer of a teacher or school employee from one school system to another in Louisiana, or upon the return of such teacher or school employee to the same school system within five (5) years or such longer period that may be approved by the Board to which the teacher or school employee returned, regardless of the dates on which the leave was accumulated or the date of transfer or return of the teacher or school employee, such vested leave shall be transferred, returned to, or continued by the District and shall be retained to the credit of the teacher or school employee.

Ref: La. Rev. Stat. Ann. §§14:125, 17:425, 17:500, 17:500.1, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1.