

CONTRACTS

Contracts of employment between eligible employees and the Terrebonne Parish School Board shall be executed for a specified period of time and compensation in accordance with state law. Unless otherwise stipulated, all employees shall meet all stated position qualifications and/or certification requirements before any contract shall become valid. Renewal or issuance, when possible, of contracts of employment, as well as dismissal or nonrenewal of contract notices, with the exception of performance contracts, shall be issued on or before the last day of each school year, whenever possible.

The execution of an employee contract between the School Board and employee shall be legally binding upon both parties. Teachers without tenure shall be required to have a written contract. Teachers who have gained tenure may not be required to sign a written contract each scholastic year, but shall be required to sign such employment contracts at intervals determined by the School Board. The failure of a non-tenured teacher to sign a contract for the ensuing school session within the specified time, when required, shall be considered as voluntary termination of employment on the part of the teacher, unless under extenuating circumstances, an extension is granted by the Superintendent. Any subsequent resignation or termination of said contract for reasons other than extreme emergencies, as determined by the School Board, shall constitute a breach of contract against which legal action may be taken by the School Board and the employee dealt with accordingly. The Superintendent shall receive, finalize, and accept all resignations of school employees. However, the Superintendent at the next available meeting shall report said resignations to the School Board.

The Superintendent shall sign each teacher contract.

The School Board shall not make any changes in the employee contract unless mandated by law and/or by mutual agreement between the Terrebonne Parish School Board and the Employee Representative Committee.

A teacher who breaks his/her contract is entitled to no benefits at the local-level.

Any teacher contracted after the beginning of the school year shall be employed on a temporary assignment basis for that year.

Pursuant to La. Rev. Stat. Ann. §17:444, administrative and supervisory personnel in positions that require certification shall be hired under the terms of a contract of not less than two (2) nor more than four (4) years, except when such employment is for a temporary position. The School Board shall make the final decision regarding the length of any such contract. Prior to the School Board's approval of any initial or subsequent contract which involves an employee being or having been promoted to a position with higher salary, the Superintendent shall disclose all terms of the contract to the School Board.

Termination or non-renewal of any contract shall be governed by the terms of the contract and applicable law.

Revised: September 2012
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Ref: La. Rev. Stat. Ann. §§11:710, 17:81; 17:83, 17:84, 17:84.1, 17:411, 17:413, 17:418, 17:419.2, 17:421.4, 17:422.6, 17:423, 17:424, 17:424.2, 17:424.3, 17:444, 17:491, 17:492, 17:496, 17:496.1, 17:497, 17:497.1, 17:498; Wright v. Caldwell Parish School Board, 30.448 (La. App. 2 Cir. 6/16/99); Garcia v. San Antonio Metropolitan Transit Authority et al., 105 S. Ct. 1005 (February 1985); Harrah Independent School District v. Martin, 99 S. Ct. 1062 (1979); Board minutes, 6-18-63, 4-13-82, 5-21-91, 9-18-12, 9-16-14.