

**TERREBONNE PARISH SCHOOL BOARD
201 STADIUM DRIVE
HOUMA, LOUISIANA 70360**

School Board Meeting – September 16, 2014

Order of Business

7:00 P.M.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes of School Board Meeting of September 2, 2014

RECOMMENDATION: That the Board approve the minutes of School Board Meeting of September 2, 2014, as recorded.

6. Board Committee Meeting Report
 - A. Education and Policy Committee (See Attached Committee Report of September 8, 2014, Meeting)
7. Superintendent's Agenda
 - A. Agenda Items
 - (1) Personnel Section
 - (a) Leaves of Absence
 - 1) Family and Medical Leave

RECOMMENDATION: That the Board approve a family and medical leave in accordance with Policy (FILE: F-11.4a) for Melanie Traigle, Paraprofessional at Coteau-Bayou Blue Elementary School, beginning October 21, 2014, through December 1, 2014 (medical).

2) Leave Without Pay

RECOMMENDATION: That the Board approve a leave of absence without pay in accordance with Policy (FILE: F-11.10) for Cindy Coleman, School Bus Driver in the Transportation Department, beginning September 17, 2014, through October 9, 2014 (medical).

(b) Personnel Actions for Period of August 13, 2014, through September 10, 2014 [list of professional instructional and non-instructional/support personnel (contract renewals, appointments, resignations, and retirements – Information Only)]

(2) Parent Appeal for Student Readmission (Executive Session)

(a) Readmission of Student #131512

8. Individual Board Members

A. Mr. Donald Duplantis - Matter Pertaining to Reconsideration of Student Appeal #130232 (Possible Recommendation)

B. Mr. Roger Dale DeHart - Reschedule School Board Meeting of November 4, 2014, to November 11, 2014 (Due to Election Day), and reschedule the agenda deadline from noon Wednesday, October 29, 2014, to noon Wednesday, November 5, 2014.

RECOMMENDATION: That the Board reschedule the School Board Meeting of November 4, 2014, to November 11, 2014 (Due to Election Day), and reschedule the agenda deadline from noon Wednesday, October 29, 2014, to noon Wednesday, November 5,

2014.

9. Announcements

9/22

5:00 Finance, Insurance, & Section 16 Lands Committee

9/23

5:00 Special School Board Meeting (Tenure Hearing)

10/02

6:30 Parent Representative Committee

10/06

5:00 Education & Policy Committee

10/07

6:00 Regular School Board Meeting (**NOTE NEW TIME CHANGE**)

10. Adjournment

Philip Martin, Superintendent
Terrebonne Parish School Board
P. O. Box 5097
Houma, Louisiana 70361
985-876-7400

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Philip Martin, Superintendent, Terrebonne Parish School Board, at 985-876-7400, Ext. 233, describing the assistance that is necessary.

RLB

**TERREBONNE PARISH SCHOOL BOARD
201 STADIUM DRIVE
HOUMA, LOUISIANA 70360**

September 16, 2014

Dear Members of the Board:

The EDUCATION and POLICY COMMITTEE met at 5:00 P.M. on Monday, September 8, 2014, in the Board Room of the School Board Office, with the following members present: Mr. Donald Duplantis, Vice-Chairman, and Dr. Brenda Leroux Babin. Mr. Richard Jackson, Chairman, was absent. Also in attendance were Mr. L. P. Bordelon, III, Superintendent Philip Martin, and members of the staff.

Mr. Duplantis called the meeting to order. The meeting began with the invocation and Pledge of Allegiance to the Flag.

Mr. Graham Douglas, Supervisor, Secondary Education, presented the Academically Advanced Programs Handbook (see attached). The handbook includes information on honors, advanced placement, and gifted programs.

Mr. Alton Johnson, Supervisor, Child Welfare and Attendance, discussed student enrollment for the 2014-2015 school year (see attached).

Dr. Myra Austin, District Assessment and Accountability Administrator, presented revisions to the Pupil Progression Plan for the 2014-2015 school year (see attached).

RECOMMENDATION NO. 1

The Committee recommends that the Board approve, as presented, revisions to the Pupil Progression Plan for the 2014-2015 school year.

Dr. Debra Yarbrough, Supervisor, Personnel, presented changes to the

Personnel Accountability Program for the 2014-2015 school year (see attached).

RECOMMENDATION NO. 2

The Committee recommends that the Board approve, as presented, revisions to the Personnel Accountability Program for the 2014-2015 school year.

Dr. Yarbrough presented new policy FILE: F-5.1 Gifts (see attached).

RECOMMENDATION NO. 3

The Committee recommends that the Board adopt, as presented, the following new policy FILE: F-5.1 Gifts:

FILE: F-5.1
Cf: B-16, D-3.6

GIFTS

GIFTS TO PERSONNEL

The Terrebonne Parish School Board shall prohibit staff members and employees of the school district from soliciting, accepting, or receiving, either directly or indirectly, any gift from students, parents, or other individuals. However, employees who work in schools may accept gifts from or on behalf of students or former students when the value of the gift does not exceed twenty-five dollars (\$25.00) and the aggregate value of all gifts from or on behalf of any one person does not exceed seventy-five dollars (\$75.00) in a calendar year.

Acceptance of any form of compensation, gift, or gratuity by any employee of the Terrebonne Parish School Board from persons or firms doing business with any School Board department is strictly prohibited. Reduced cost and/or free travel expenses are also defined as gifts with regard to this policy. This policy does not preclude, however, acceptance of food or drinks of a social nature or participation in a social event. This policy shall also not preclude the acceptance of campaign contributions

for use in meeting campaign expenses by any employee who is or becomes a candidate for election to any public office.

New Policy: September, 2014

Ref: La. Rev. Stat. Ann. §§42:1111, 42:1112, 42:1113, 42:1115, 42:1123.

Dr. Yarbrough presented revisions to policy: FILE: 9.2 Contracts (see attached).

RECOMMENDATION NO. 4

The Committee recommends that the Board approve, as presented, the following revised policy FILE: F-9.2 Contracts:

FILE: F-9.2

Cf: F-9.1

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 by **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 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 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.

Performance Contracts (Pursuant to Rev. Stat. 17:444)

Administrative and supervisory personnel in positions that require certification shall be hired under the terms of a ~~performance~~ 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 ~~performance~~ 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 ~~performance~~ contract shall be governed by the terms of the contract and applicable law.

Revised: September 2012

Revised: September 2014

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, 09-18-12.

Dr. Yarbrough presented revisions to policy FILE: F-9.9 Evaluation of Personnel (see attached).

RECOMMENDATION NO. 5

The Committee recommends that the Board approve, as presented, the following revised policy FILE: F-9.9 Evaluation of Personnel:

FILE: F-9.9
Cf: F-4, F-10.9

EVALUATION OF PERSONNEL

The Terrebonne Parish School Board believes the quality of teaching and learning is directly related to the performance of personnel who work in the school district. It is therefore, the policy of the School Board to appraise the performance of instructional and administrative personnel in order to maintain performance at the levels essential for effective schools.

The Superintendent and his/her staff shall have the responsibility for developing, monitoring, and maintaining an effective and efficient performance evaluation program in accordance with guidelines as found in *Regulations for Evaluation and Assessment of School Personnel*, Bulletin 130. ~~The observation, evaluation, and assessment process~~ **The Louisiana Department of Education** shall measure the effectiveness of teachers and administrators as to whether they meet the necessary standard of performance.

The process for all observations, evaluations, teacher conferences, and related functions shall be conducted in accordance with state

requirements, as well as regulations and other criteria enumerated in the district's *Accountability and School Personnel Evaluation Guidelines*. Evaluations shall be conducted annually.

Every effort shall be made by the school system to communicate to position holders the general goals of the system, the specific objectives of the position, the plans which have been made to support the individual as he/she performs his/her role, the standards of performance the system has established, the criteria it will employ in assessing performance as well as components of an intensive assistance program for addressing those persons determined to be *ineffective*.

Copies of the assessment and evaluation results and any documentation related thereto of any school employee retained by the School Board shall be confidential and shall not constitute a public record, **and shall not be released or shown to any person except as provided by state or federal law.**

Should a teacher or administrator not agree with his/her rating, he/she may initiate grievance proceedings in accordance with the procedures for resolving conflict contained in Bulletin 130, ~~and the Board's grievance procedures.~~

Revised: September 1998

Revised: November 2012

Revised: September 2014

Ref: La. Rev. Stat. Ann. §§17:3881, 17:3882, 17:3883, 17:3884, 17:3901, 17:3902, 17:3903, 17:3904; *Regulations for the Evaluation and Assessment of School Personnel*, Bulletin 130, Louisiana Department of Education; Board minutes, 9-15-98, 11-20-12.

Dr. Yarbrough presented revisions to policy FILE: F-9.11 Promotion (see attached).

RECOMMENDATION NO. 6

The Committee recommends that the Board approve, as presented, the

following revised policy FILE: F-9.11 Promotion:

FILE: F-9.11
Cf: F-9.3, F-9.4, F-9.12

PROMOTION

The Terrebonne Parish School Board shall require, and the Superintendent shall verify that all employees considered for promotion possess the appropriate qualifications and/or certification necessary for the position.

TEACHERS/CERTIFICATED EMPLOYEES

Whenever a teacher/certificated employee is promoted by the Superintendent from a position of lower base salary to ~~one~~ **a position** of higher base salary **requiring the holding of a teaching certificate**, employment shall be based on a written contract containing performance objectives. Such contract shall be for a term of not less than two (2) years, nor more than four (4) years, except when such employment is for a temporary position. **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 a higher salary, the Superintendent shall disclose all terms of the contract to the School Board.**

Any employee thus promoted and who enters into an employment contract as stated above shall not gain permanent tenured status in the position to which promoted.

Reference: May 1963
Revised: March 1971
Revised: May 1973
Revised: November 1973
Revised: May 1976
Revised: February 1980
Revised: August 1985
Revised: May 1991
Revised: October 1995
Revised: November 2012

Revised: September 2014

Ref: La. Rev. Stat. Ann. §§17:81, 17:444; Board minutes, 5-21-63, 3-22-71, 5-1-73, 11-6-73, 5-11-76, 2-5-80, 8-6-85, 5-21-91, 10-17-95, 11-20-12.

Dr. Yarbrough presented revisions to policy FILE: F-9.12 Tenure (see attached).

RECOMMENDATION NO. 7

The Committee recommends that the Board approve, as presented, the following revised policy FILE: F-9.12 Tenure:

FILE: F-9.12

Cf: F-10.11

TENURE

TEACHERS

A teacher who has acquired tenure before September 1, 2012, shall retain tenure, subject to the provisions of state law. Effective beginning on July 1, 2012, a teacher shall be rated *highly effective* for five (5) years within a six-year period pursuant to the *Personnel Evaluation Plan* adopted by the School Board in accordance with La. Rev. Stat. Ann. §§17:3881 through 3905, to be granted tenure. The Superintendent shall notify a teacher, in writing, when tenure has been awarded and the teacher shall be deemed to have acquired tenure on the date specified therein.

~~Beginning with the 2013-2014 school year, a **A** tenured teacher who receives a performance rating of *ineffective* pursuant to the teacher's annual evaluation shall immediately lose his/her tenure and all rights related thereto~~ **immediately upon exhaustion of the grievance procedure outlined in §317 of Bulletin 130, Regulations for Evaluation and Assessment of School Personnel, unless the ineffective performance rating is reversed. Such rating shall constitute sufficient grounds for disciplinary action pursuant to La. Rev. Stat. Ann. §17:443.** If a teacher is rated **found** *highly effective* based on the evidence of the growth portion of the evaluation but is rated **found** *ineffective* according to the observation portion, within

thirty (30) days after such finding, the teacher shall be entitled to a second observation by members of a team of three (3) designees, chosen by the Superintendent, which shall not include the principal.

A teacher who loses tenure shall reacquire tenure if ~~any of the following~~ applies:

- ~~1. The teacher's *ineffective* performance rating is reversed pursuant to the procedures for resolving conflict contained in Bulletin 130, *Regulations for Evaluation and Assessment of School Personnel*, and the Board's grievance procedure. In such case, the teacher's tenure shall be immediately reinstated.~~
2. ~~The~~ teacher receives a performance rating of *highly effective* for five (5) years within a six-year period subsequent to receiving an *ineffective* rating.

TEACHERS PAID WITH FEDERAL FUNDS

A teacher paid with federal 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.

CONTRACT APPOINTEES

Any teacher who has acquired tenure and is promoted to a higher salaried position shall not be eligible to gain tenure in the position to which promoted, but shall retain any tenure acquired as a teacher.

Any person hired under a performance contract shall not be eligible to gain tenure.

Revised: September 2012

Revised: September 2014

Ref: La. Rev. Stat. Ann. §§ **13:3204**, 17:82, 17:441, 17:442, 17:443, 17:444, 17:492, 17:493, 17:1213, 17:1217; **17:3881, 173882, 17:3883, 17:3884, 17:3901, 17:3902, 17:3903, 17:3904**; Board minutes, 3-20-79, 6-7-83, 09-

18-12.

Dr. Yarbrough presented revisions to policy FILE: F-9.14 Dismissal/Separation of Professional Personnel Contracts (see attached).

RECOMMENATION NO. 8

The Committee recommends that the Board approve, as presented, the following revised policy FILE: F-9.14 Dismissal/Separation of Professional Personnel Contracts:

FILE: F-9.14
Cf: F-9.1, F-9.2
Cf: F-9.11, F-10.13, F-12.8

DISMISSAL/SEPARATION OF PROFESSIONAL PERSONNEL

The Terrebonne Parish School Board shall strive to assist personnel in adjusting to their positions and to perform their duties satisfactorily.

With the exception of lay-offs caused by programmatic changes, budget cuts, staff reorganizations, and/or other personnel actions reducing numbers of employees, no School Board employee shall be dismissed except as provided below. Any school employee shall be dismissed by the Superintendent or the School Board, in accordance with statutory provisions, upon final conviction or pleading *nolo contendere* of certain crimes enumerated in La. Rev. Stat. Ann. §15:587.1 and/or any other felony offense. In addition, employees may be dismissed for failure to properly report arrests for certain offenses enumerated in La. Rev. Stat. Ann. §17:16.

If an employee is absent for ten (10) or more days without explanation or approved leave, the School Board may consider the job as abandoned and the employee may be terminated, unless the employee can provide acceptable and verifiable evidence of extenuating circumstances. The Superintendent or his/her designee shall be responsible for determining acceptability of evidence of extenuating circumstances.

CERTIFICATED EMPLOYEES

Non-Tenured Teachers

The Superintendent may terminate the employment of any non-tenured teacher after providing such teacher with the written reasons therefore and providing the teacher the opportunity to respond. The teacher shall have seven (7) days to respond, and such response shall be included in the teacher's personnel file. **The Superintendent shall notify the teacher in writing of his/her final decision.** The teacher shall not be entitled to a hearing before the School Board.

Within sixty (60) days of such notice, the teacher may seek summary review in district court of whether or not the Superintendent's action was arbitrary or capricious.

Tenured Teachers

A teacher with tenure shall not be removed from office except upon written and signed charges **by the Superintendent or his/her designee** 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. **Dismissal of a teacher with tenure shall be governed by the provisions for discipline of teachers with tenure as included in policy GBK, Discipline.** ~~The Superintendent shall provide the teacher with written charges, and the teacher shall have seven (7) days to respond. Such response shall be included in the teacher's personnel file. At the end of the seven (7) 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 School Board's evaluation grievance procedure, if a grievance was timely filed.~~

~~Within seven (7) days after dismissal, a teacher may request and upon~~

~~request shall be granted a hearing by a *tenure hearing panel* composed of a designee of the Superintendent, a designee of the principal, and a designee of the teacher. In no case shall the Superintendent, the principal, 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 (7) 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/her behalf and with counsel of his/her selection, all of whom shall be heard by the tenure hearing panel at the hearing. For the purpose of conducting hearings hereunder, the tenure hearing 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/her final determination, in writing, and such teacher may, not more than sixty (60) days from the post-marked date of such written notification, petition a court of competent jurisdiction to review whether the action of the Superintendent was arbitrary or capricious.~~

~~For purposes of termination, the results of a teacher's evaluation wherein the teacher's performance has been classified 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.~~

Contract Appointees

Personnel who have entered into promotional employment contracts with the School Board, pursuant to La. Rev. Stat. Ann. §17:444, may be removed from their positions by *non-renewal* of their contracts or by *termination* of their contracts.

Contracts may be non-renewed by the School Board for any of the following reasons:

- (a) the Superintendent has recommended against renewal of the contract based on an evaluation of the employee's performance;
- (b) the failure to offer a new contract is based on a cause sufficient to support a mid-contract termination;
- (c) the position in question has been discontinued; or
- (d) the position in question has been eliminated as a result of district reorganization.

In a non-renewal situation, the employee shall not be entitled to a hearing before the School Board.

For *mid-contract termination* of promotional employment contracts, the employee shall receive written charges and a fair hearing before the School Board after reasonable written notice. **a disciplinary hearing officer, conducted in accordance with hearing procedures adopted by the School Board.** A contract may be terminated if the employee is found guilty of being incompetent or inefficient or is found to have failed to fulfill the terms and performance objectives of his/her contract, or other reasons provided for by state law.

Revised: September 1998

Revised: February 1999

Revised: March 2004

Revised: November 2010

Revised: December 2011

Revised: September 2012

Revised: October 2013

Revised: September 2014

Ref: La. Rev. Stat. Ann. §§**13:3204**, 15:587.1, 17:15, 17:16, 17:442, 17:443, 17:444; **17:492, 17:493, 17:493.1**; **La. Code of Civil Procedure, Art,**

2592; Rouselle v. Plaquemines Parish School Board, 633 So.2d 1235 (La. 2/28/94); Board minutes, 9-15-98, 2-9-99, 3-16-04, 11-16-10, 12-20-11, 9-18-12, 10-15-13.

Dr. Yarbrough presented revisions to policy FILE: F-9.17 Employee Discipline (see attached).

RECOMMENDATION NO. 9

The Committee recommends that the Board approve, as presented, the following revised policy FILE: F-9.17 Employee Discipline:

FILE: F-9.17
Cf: F-8, F-14.13
Cf: F-10.13, F-12.3

EMPLOYEE DISCIPLINE

The Superintendent and ~~the employee's supervisors~~ **his/her designee** shall possess the authority to discipline employees when an employee's behavior warrants such action. A principal shall have the authority to ~~discipline all~~ **recommend to the Superintendent when appropriate that** employees at the school in which he/she is employed **should be disciplined**.

Discipline of an employee shall be progressive in nature such that penalties for poor job performance or broken rules become increasingly harsh as similar or related conditions continue or infractions are repeated. Such progressive discipline, however, shall not inhibit the Superintendent's authority or, in the case of certain employees, the Board's authority, to discipline, suspend, or terminate an employee based on the circumstances of any single event. Documentation of employee behavior, **employee** performance, and **any** disciplinary action taken shall be properly and thoroughly recorded.

Should any disciplinary measure become necessary, any documentation shall be considered *confidential* and treated in accordance with statutory provisions and Board policy.

TEACHERS

Hearing procedures are statutorily required for certain disciplinary actions for teachers as defined below. However, such procedures do not prevent the Superintendent and/or principal from taking other disciplinary measures which do not require a hearing, as he/she feels appropriate.

Definitions

For the purpose of this section:

Discipline and disciplinary action shall include ONLY suspension without pay, reduction in pay, involuntary demotion, or dismissal.

Written notice shall be considered given when the notice is hand delivered to the teacher, or on the day it is delivered to the teacher by registered mail, certified mail, or a commercial courier.

SUSPENSION

Non-Tenured Teachers

The Superintendent may take disciplinary action against any non-tenured teacher after providing such teacher with the written reasons therefore and providing the teacher the opportunity to respond. The teacher shall have seven (7) days to respond, and such response shall be included in the teacher's personnel file. The Superintendent shall notify the teacher in writing of his/her final decision. The teacher shall not be entitled to a hearing before the School Board.

Within sixty (60) days of such notice, the teacher may seek summary review in district court of whether or not the Superintendent's action was arbitrary or capricious.

Tenured Teachers

The Superintendent shall have the authority to suspend tenured teachers without pay when the circumstances necessitate immediate action. The teacher may request a hearing as outlined in La. Rev. Stat. Ann. §17:443.

Such request shall be made within seven (7) calendar days of the Superintendent's action of suspending the tenured teacher.

A teacher with tenure shall not be disciplined except upon written and signed charges by the Superintendent or his/her designee 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 ten (10) calendar days from written notice of the charges to respond, in person or in writing. Following review of the teacher's response, the Superintendent may take *interim disciplinary action*, which may include placing the teacher on paid administrative leave. The teacher shall not be placed on administrative leave without pay unless the teacher has been arrested for a violation of any of the following: §§14:42 through 14:43.5, 14:80 through 14:81.5, any other sexual offense affecting minors, any of the crimes provided in La. Rev. Stat. Ann §15:587.1, or any justified complaint of child abuse or neglect on file in the central registry pursuant to Children's Code Article 615, Paid administrative leave shall be without pay. Paid administrative leave shall not exceed fifty (50) days from notice of the Superintendent's interim decision.

Within ten (10) calendar days after written notice of the interim disciplinary action or with ten (10) calendar days after receipt of the teacher's response if no interim disciplinary action is taken, a teacher may request a hearing before a disciplinary hearing officer. If the teacher fails to timely request a hearing, the disciplinary action shall become final.

Upon request for a review hearing, the Superintendent shall randomly appoint a hearing officer from a list of persons previously approved by the School Board as *disciplinary hearing officers*. If the school district serves fewer than twenty thousand (20,000) students, the School Board shall maintain a list of at least five (5) hearing officers. If the school district serves twenty thousand (20,000) students or more, the School Board shall maintain a list of at least ten (10) hearing officers. All hearing officers shall be qualified to serve as a disciplinary hearing officer in accordance with

state law. If the School Board fails to maintain such a list, the Superintendent may randomly appoint a hearing officer from a list of persons previously approved by the Louisiana Board of Elementary and Secondary Education.

Such hearing may be private or public, at the option to the teacher, and shall commence no sooner than ten (10) calendar days nor later than thirty (30) calendar days after receipt of the teacher's request for such hearing. The disciplinary hearing officer shall have the power to issue subpoenas, and shall conduct the hearing in accordance with procedures adopted by the School Board.

The teacher shall have the right to appear before the disciplinary hearing officer with witnesses on his/her behalf and with counsel of his/her selection. The disciplinary hearing officer shall hold a hearing and review on whether the interim decision of the Superintendent was arbitrary or capricious and shall either affirm or reverse the action of the Superintendent. The disciplinary hearing officer shall notify the Superintendent and the teacher of his/her final determination, with written reasons, with ten (10) days from the date of the hearing. If the Superintendent's disciplinary action is affirmed, it shall become effective upon the teacher's receipt of the decision of the disciplinary hearing officer. If the Superintendent's disciplinary action is reversed, the teacher shall be restored duty.

Within sixty (60) days from the postmarked date of such written notification of the decision of the disciplinary hearing officer, the School Board or the teacher may petition a court competent jurisdiction to review the matter a summary proceeding.

The time periods contained above may be extended by mutual agreement of the parties.

The above due process procedures shall be used to discipline administrators holding contracts pursuant to LA. Rev. Statute 17:444.

BUS OPERATORS/CONTRACT APPOINTEES

The Superintendent shall have the authority to ~~suspend~~ **discipline** persons employed on performance contracts, including suspension with or

without pay, when circumstances necessitate immediate action. If sufficient grounds for suspension without pay are subsequently not found to exist by the School Board or Superintendent, the contract appointee shall be reimbursed for any loss of compensation.

NON-TENURED EMPLOYEES

The Superintendent shall have the authority to ~~suspend~~ **discipline, including suspension**, any non-tenured/non-contract employee, with or without pay, when circumstances warrant such action.

New policy: March 2007

Revised: November 2012

Revised: September 2014

Ref: La. Rev. Stat. Ann. §§17:81, 17:81.8, 17:443; Reed v. Orleans Parish School Board, April 30, 1945, 21 So.2d 895; Frazier v. East Baton Rouge Parish School Board, App. 1 Cir. 1961, 128 So.2d 250; Board minutes, 11-20-12.

Dr. Yarbrough presented revisions to policy FILE: F-11.4 Sick Leave (see attached).

RECOMMENDATION NO. 10

The Committee recommends that the Board approve, as presented, the following revised policy FILE: F-11.4 Sick Leave:

FILE: F-11.4

Cf: F-9.16, F-11.4b, F-11.13

SICK LEAVE

The Terrebonne Parish School Board 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, 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 **School** Board shall not be allowed any sick leave until he or she reports for duty and actually performs work.

The minimum of ten (10) 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;~~ and the number of days of sick leave shall continue to be prorated for an employee who begins work until the eighth month of the school year, when only *three days* of sick leave shall be allowed. The Superintendent and/or his/her designee shall be responsible for developing and maintaining pertinent regulations and procedures governing sick leave. The Executive Committee shall be authorized to award up to two (2) additional days of sick/emergency leave for reasons listed under "Sick Leave for Emergencies" below.

CERTIFICATION OF ABSENCE

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.

In the case of repeated absences of less than six days because of illness, the **School** Board reserves the right to require verification of illness. Should a pattern of behavior so warrant, upon the request of the Superintendent or his/her designee, **School Board**, the employee shall be required, at the expense of the ~~S~~school system **Board**, to provide a certificate from a physician specified by the **Superintendent or S**school system **Board**, in order to verify the existence of a medical disability.

Excuses for employee absences due to illness or injury must be provided on physician's letterhead containing the physician's name, address, and telephone number, typed, and printed or as part of the letterhead. The physician's typed or neatly printed name shall also appear beneath

his/her signature. The letter must clearly state the reason for the disability, date of the disability, and the anticipated return-to-work date.

~~Upon the retirement of any employee, or upon the employee entering DROP (see section below), or upon the employee's death prior to retirement, the School Board 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 (moved to below).~~

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 **School** Board as:

1. The serious illness of:
 - a. Spouse
 - b. Child or spouse of child
 - c. Parents or parents of spouse
 - d. Brother, sister, brother-in-law, sister-in-law, or his/her spouse
 - e. Grandparents or grandparents of spouse
 - f. Grandchild
 - g. Aunts or uncles
 - h. A person living and being cared for under the same roof as that of the employee.

2. A sudden or unexpected occurrence or combination of occurrences demanding prompt action on the part of the teacher/employee requesting leave, which, if the said person fails to act promptly is likely to cause significant harm, detriment or injury to said person or to a member of his/her

immediate family. This definition precludes absence in any case for which the need for action can be foreseen and planned for, or in which action can be taken by some other person, or in which the claimed emergency is not truly substantial. Such examples may include, but not be limited to the following:

- a. Fire
 - b. Flood
 - c. Other acts of God
3. The death of a person other than those listed in (#1) above.
 4. Attendance at the wedding of a relative listed in (#1) above.
 5. Attendance of not longer than one (1) day at the employee's graduation or the attendance at the graduation of the employee's child or spouse.
 6. The marriage of an employee, up to three (3) consecutive days. The request for leave shall be submitted in writing to the principal/department head at least two (2) weeks before the first day of leave.

The Executive Committee shall be authorized to award up to two (2) additional days of sick/emergency leave for reasons listed above.

EXTENDED SICK LEAVE

The School Board shall permit employees to take up to ninety (90) days of extended sick leave in each six-year period of employment which may be used for a medical necessity at any time the employee has **no** remaining regular sick leave balance at the time the extended sick leave is set to begin. The initial six-year period of employment shall begin on August 15, 1999, for all *teachers* and *bus drivers* employed as of that date, on August 15, 2008, for *school employees* (not a teacher or whose employment does not require a teacher's certificate, or who is not employed as a bus driver) employed as of that date, or on the effective date of employment for

those employees employed after the dates above. All decisions, relative to the granting of extended sick leave, shall be made by the Superintendent.

~~Medical necessity shall be the result of a catastrophic illness or injury, which means a life-threatening, chronic, or incapacitating condition of the employee or a member of his/her immediate family. Immediate family member shall mean a spouse, parent, or child of the employee.~~

~~Each teacher granted maternity leave in accordance with state law who has no remaining sick leave days available may also be granted up to thirty (30) days of extended sick leave in each six-year period of employment for personal illness related to the purpose for which the maternity leave was granted.~~

Unused days during any six-year period of employment shall not cumulate or carry forward into the next six-year period of employment. The balance of days of extended sick leave available shall transfer with the employee 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 not be included in any calculation of a six-year period, such that 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 employee.

Any employee on extended sick leave shall be paid **sixty-five percent (65%)** of the salary paid the employee at the time the extended sick leave begins.

Definitions

Child means a biological son or daughter, an adopted son or daughter, a foster son or daughter, a stepson or daughter, or a legal ward of an employee standing in loco parentis to that ward who is either under the age of eighteen (18) or who is eighteen (18) years of age but under

twenty-four (24) years of age is a full time student, or is nineteen (19) years of age or older and incapable of self-care because of a mental or physical disability.

Immediate family member shall mean a spouse, parent, or child of employee.

Infant means a child under one year of age.

Medical necessity shall be the result of a catastrophic illness or injury, a life-threatening chronic, or incapacitating condition, as certified by a physician, of the employee or a member of his/her immediate family.

Parent means the biological parent of an employee or an individual who stood in loco parentis to the employee.

Extended Sick Leave for Maternity Purposes

Each teacher granted maternity leave in accordance with state law and who has no remaining sick leave available may also be granted up to thirty (30) days of additional extended sick leave in each six-year period of employment for personal illness relating to pregnancy, illness of an infant, or for required medical visits certified by a physician as relating to infant or maternal health.

Gainful Employment Permitted

An employee may undertake additional gainful employment while on extended sick leave, provided **all** of the following conditions are met:

1. The employee can demonstrate that he/she will be working not more than twenty (20) hours a week in a part-time job that the employee has been working for not less than one hundred twenty (120) days prior to the beginning of any period of extended sick leave.
2. The physician who certifies the medical necessity of the leave indicates that such part-time work does not impair the purpose

for which the extended sick leave is required.

Any violation of the provisions regarding gainful employment may require the employee to return to the **School** Board all compensation paid during any week of extended sick leave in which the employee worked more than twenty (20) hours and to reimburse the **School** Board all related employment costs attributable to such period as calculated by the **School** Board, without any restoration of leave days.

Application Process

On every occasion that a teacher uses extended sick leave, a statement from a licensed physician certifying that it is for personal illness relating to pregnancy, illness of an infant, or for required medical visits related to infant or maternal health, or that it is a medical necessity, shall be presented prior to extended sick leave being taken.

On every occasion that ~~an~~ **a bus driver or any other school** 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 (10) consecutive work days—shall be presented prior to extended sick leave being taken.

The required physician's statement may be presented along with the request for extended sick leave subsequent to the *teacher's* or *school employee'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 are presented within three (3) days after the teacher or school employee returns to service. However, the **School Board or** Superintendent reserves the right to question the validity of the medical certification after the three-day period.

If the period an employee is on extended sick leave is anticipated to carry over from one school year to the start of the next school year, another application and physician's statement shall be submitted prior to the start of the next school year in order to be eligible for continued extended sick leave.

1. Upon review of the application, if **the School Board or Superintendent** questions about the validity or accuracy of the certification arise, the **School Board or Superintendent** may require the employee, or the immediate family member, as a condition for continued extended sick leave, to be examined by a licensed physician selected by the **School Board or Superintendent**. In such case, the **School** Board shall pay all costs of the examination and any tests determined to be necessary. If the physician finds medical necessity, the leave shall be granted.
2. If the selected physician disagrees with the original medical certification from the physician selected by the employee, then the **School Board or Superintendent** may require the employee, 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 **School Board or Superintendent**. All costs of an examination and any required tests by a third doctor shall be paid by the **School** Board. The final determination of medical necessity shall be based on the opinion of the third physician.
3. The opinion of *all* physicians consulted in determining medical necessity of the extended sick leave shall be submitted **to the School Board or Superintendent** 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.

SICK LEAVE FOR ASSAULT OR BATTERY

Any employee of the public schools who is injured and disabled while acting in his/her official capacity as a result of an 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. 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.

If any teacher or school employee, but NOT a bus operator, is receiving sick leave as a result of assault or battery as provided in this section, and begins receiving retirement benefits, the sick leave provided herein shall cease.

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 **School** Board may extend the period of sick leave beyond the allowable period at its discretion.

If the School Board questions the validity or accuracy of the physician's certification submitted by a *teacher*, the School Board may require the *teacher* to be examined by a licensed physician selected by the **School** Board. 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 **School** Board 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.

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 which remains unused or for which the employee has not been compensated directly or transferred such days for retirement credit, shall be transferred, returned to, or continued by the Board and shall be retained to the credit of the teacher or school employee.

REPORTING OF SICK AND EMERGENCY LEAVE ABSENCES

1. An employee who is absent because of personal illness or an emergency is required to sign the absentee form provided by the Superintendent, indicating the dates and causes of all absences, and to deliver the completed form to the principal/supervisor at the end of each work week.

The principal/supervisor is authorized to enter the required information and sign for the absentee provided the absentee is not available and cannot be reached before the appointed time for transmitting the reports to the personnel office. Upon completion of the absentee form, a duplicate copy of said form shall be made

available to the employee who was reported absent by the appropriate principal/supervisor.

2. When an employee is absent for six (6) or more consecutive days because of personal illness, he/she shall be required to present a certificate from a physician certifying such illness.

*If the absence falls within the current ten (10) days allowed or if the absence is to be charged to the accrued days of absence, a statement from the attending physician must be attached to the absence from the first absence and any absence thereafter in a school year.

This regulation will be invoked only if there is an employee job action which would involve the loss of time from the job by employee. The original policy will remain in effect unless it is necessary to administratively invoke this regulation.

3. An employee who, because of personal illness or an emergency, expects to be absent for more than ten (10) consecutive days, shall immediately notify the Superintendent, in writing, stating the reason for the absence and the probable duration thereof.
4. The principal/supervisor shall report all employee absences to the Superintendent, with full explanation of the reason for the absence, on appropriate forms furnished. Decisions of the Executive Committee will be subject to ratification by the **School** Board at the first meeting of the **School** Board following the committee meeting.
5. An employee who is absent because of personal illness or an emergency should notify his/her principal/department head at the earliest possible time as to the date on which he/she expects to resume his/her duties.

PAYMENT UPON RETIREMENT OR DEATH

Upon the retirement of any employee, or upon the employee entering DROP or upon the employee's death prior to retirement, the School Board

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.

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

Any employee of the Terrebonne Parish School Board who participates in the *Deferred Retirement Option Program* (DROP) shall be eligible for and may elect to receive on a one-time basis severance pay (accrued sick leave up to a maximum of twenty-five [25] days) upon entering DROP on the same basis as any other employee who retires or otherwise leaves employment; otherwise, any accrued sick leave shall be paid only upon final retirement of the employee.

Revised: July 1996

Revised: December 1999

Revised: September 2001

Revised: December 2004

Revised: January 2009

Revised: November 2012

REVISED: September 2014

Ref: La. Rev. Stat. Ann. §§14:125, 17:425, 17:425.1, 17:500, 17:500.1, 17:500.2, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1, 17:1206.2; Board minutes, 7-16-96, 10-19-99, 12-14-99, 9-18-01, 6-15-04, 12-21-04, 1-20-09, 11-20-12.

Mr. Johnson presented revisions to policy FILE: H-2.4a Public School Choice (see attached).

RECOMMENDATION NO. 11

The Committee recommends that the Board approve, as presented, the following revised policy FILE: H-2.4a Public School Choice:

FILE: H-2.4a

PUBLIC SCHOOL CHOICE

The Terrebonne Parish School Board is required by both Federal law and the Louisiana School Accountability Program to develop and maintain a *Public School Choice* policy for any school with a *School Performance Score (SPS)* below levels set by the Board of Elementary and Secondary Education (BESE), ~~and considered in School Improvement Level II or higher.~~ Additionally, ~~those Title I schools that have failed the subgroup component of the state's accountability system or are in School Improvement II or higher shall also be a part of a School Choice program.~~ *School Choice* allows eligible students to transfer to an academically acceptable school. ~~*Subgroup component* refers to the testing performance within a specified subgroup of students.~~

Once schools eligible to receive students have been identified, a school-site utilization study shall be conducted as needed in all schools to determine the extent to which capacity exists to possibly accommodate students from schools offering choice, including students with special needs and/or students with disabilities. Only those schools that are labeled *academically acceptable* shall be considered eligible to receive students.

The Superintendent and staff shall be responsible for developing and managing a *School Choice Plan*, which shall determine the schools to which students may transfer, which students shall have priority in transferring, and all other regulations and procedures for supervising school choice within the school district.

NOTIFICATION

Notification of parents of their school choice options shall be sent as early as possible, but not later than the first day of the school year for the schools that are required to offer choice. If there are no choice options available, this information shall be included in the notification sent parents.

ELIGIBILITY OF STUDENTS

All students in a school required to offer choice shall be eligible to transfer. However, the School Board shall give priority to ~~the lowest achieving students from low-income families, as determined by the School Board.~~ **students from the lowest performing schools.**

LOUISIANA PUBLIC SCHOOL CHOICE

Unless a violation of a court order, the parent or legal guardian of any student may seek to enroll his/her child in the public school of his/her choice, without regard to residence, school system geographic boundaries, or attendance zones, provided that:

1. The public school in which the student was most recently enrolled, or would otherwise attend, received a school performance letter grade of D or F for the most recent school year, and
2. The school to which the student seeks to enroll received a school performance letter grade of A, B, or C, for the most recent school year, and has sufficient capacity at the appropriate grade level.

Transportation shall not be provided to a student who enrolls in a public school that is located outside the geographic boundaries of the School Board in which the student resides, if providing such transportation will result in additional cost to the School Board.

The Superintendent shall be authorized to develop pertinent administrative regulations and procedures governing students seeking enrollment under the *Louisiana Public School Choice* section of this policy. Such regulations and procedures shall include entering into interdistrict agreements with other city, parish, or local School Boards to provide for the admission of students, and the transfer of school funds or other payments by one School Board to another for, or on account of, such attendance.

Enrollment under *Louisiana Public School Choice* shall only be for one school year or applicable portion thereof if a student enrolls after the start of the school year.

Adopted: October 2004

Revised: September 2014

Ref: 20 U.S.C. 6316 (*No Child Left Behind*, Section 1116); **La. Rev. Stat. Ann. §§17:105, 17:4035.1**; *Louisiana School, District, and State Accountability System*, Bulletin 111, Louisiana Department of

Education; Board minutes, 10-19-04.

There being no further business to come before the **Education and Policy Committee**, the meeting adjourned at 5:37 P.M.

Respectfully submitted,

Donald Duplantis, Vice-Chairman

Brenda Leroux Babin, Ph.D.

JB