



St. Tammany Federation
of Teachers and School Employees
&
St. Tammany Parish Public School System

Collective Bargaining Agreement

2024 - 2026

AGREEMENT

Between the

ST. TAMMANY FEDERATION OF TEACHERS AND SCHOOL EMPLOYEES

and the

ST. TAMMANY PARISH SCHOOL BOARD

. . . .

INTRODUCTORY

St. Tammany Parish School Board
321 N. Theard St.
Covington, LA 70433
(985) 892-2276

St. Tammany Federation of Teachers and School
Employees
19295 N. 3rd St. Suite 8
Covington, LA 70433
(985) 888-1750

EFFECTIVE

August 8, 2024 - June 30, 2026

STPSB LEADERSHIP

Frank Jabbia, Superintendent

Mary Hart, Assistant Superintendent of
Administration

Steve Alfonso, Assistant Superintendent of
Human Resources

Melissa Langlois, Assistant Superintendent
of Curriculum and Instruction

Kimberly Gardner, Assistant Superintendent
of Students with Exceptionalities and
Federal Programs

FEDERATION OFFICERS

Brant Osborn, President

Stephanie Underwood, Executive Vice
President

LaTasha Brownlee, 2nd Vice President

Mark Curry-Theriot, Secretary

Rebecca Morrison, Treasurer

Sherrell Griffin, Parliamentarian

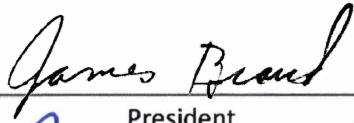
Babette Allen, Delegate

Anthony Walker, Delegate

Karen Arabie, PSRP Rep

Barbara Sharp, Delegate to Central Trades and
Labor Council

For the St. Tammany Parish School Board



President



Superintendent

Negotiating Team

Frank Jabbia, Superintendent

Mary Hart

Steve Alfonso

Melissa Langlois

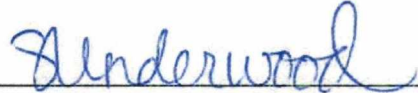
Kimberly Gardner

Terri Prevost

For the St. Tammany Federation of Teachers and
School Employees



President



Executive Vice President

Negotiating Team

Brant Osborn, *Chief Negotiator*

Stephanie Underwood

Deidre Millsap

Mona Icamina

Babette Allen

Gina Blanchard

Lou Boudreaux

Mark Curry-Theriot

Lisa Paige

Anthony Walker

Federal Mediation and Conciliation Service Mediators

Randy Lawson, Commissioner

Bert Santos, Commissioner

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ARTICLE I - GENERAL

Section 1:01 - Statement of Cooperation

Since 1991, the St. Tammany Parish School Board and St. Tammany Federation of Teachers and School Employees have mutually benefitted from their partnership. All parties agree it is best to work constructively toward mutual goals for the benefit of all stakeholders and our community's public-school system. Let this document stand as a testament to the renewal of that partnership and as a sign of hope and optimism for the future. Consequently, the Board, Management, and the Federation agree that they will use their best efforts to encourage the informal and prompt settlement of disputes which may arise under the terms and conditions of this agreement.

Section 1:02 - Management Rights

Board Rights

1. Consistent with Louisiana law, and as set forth in greater detail in La. R.S. 17:81, the parties recognize and reserve unto the Superintendent and the Board all rights with respect to the management of the St. Tammany Parish School System. In general, the Board shall have the exclusive right to hire the Superintendent for the St. Tammany Parish School Board, make policy decisions, budget, determine the number of schools to be opened, provide for the locations of the schools, and determine the number of teachers and other school personnel to be employed.
2. When establishing policies, the Board shall prioritize student achievement, financial efficiency, and workforce development on a local, regional, and statewide basis. Any policies and procedures adopted by the Board shall be in accordance with all laws, all state rules, regulations, and policies, as well as any court order or restrictions relative to desegregation.

Superintendent Rights

1. Consistent with Louisiana law, and as set forth in greater detail in La. R.S. 17:81, the Superintendent shall have the exclusive authority for the hiring, firing, and placement of all school and worksite personnel and/or employees, including the right to hire, promote, demote, discharge, discipline, transfer, assign work, and fix salaries.
2. The Superintendent shall see that all relevant state and federal laws, as well as any and all policies and procedures adopted by the Board, are followed.

All of the foregoing rights reserved unto the Board and the Superintendent shall be limited only to the extent such limitations are expressly imposed by subsequent Articles or provisions of this Agreement, or amendments to Louisiana law.

ARTICLE II - EMPLOYEE RIGHTS

Section 2:01 - Activity Passes

Employees shall receive system-wide free admission to school activities, plays, assemblies and sporting events (excluding playoff games under the auspices of the LHSAA). This includes school specific activities during the summer. In order to gain free admission, an employee must present his Employee I.D. Badge.

Section 2:02 - Employee Recognition

The Board, Management, and the Federation have designated one (1) workday each year to recognize each job class. Each work site shall make every attempt to recognize these days throughout the year.

Section 2:03 - Fair Practices

Neither St. Tammany Parish Public Schools nor the Federation shall unlawfully discriminate against any member of the Bargaining Unit for reasons of race, creed, religion, color, marital status, age, sex, national origin, disability, membership in the Federation or activity in furtherance of the Federation. The parties acknowledge the desirability of active recruitment of employees to produce a professional staff that mirrors the racial makeup of the population of the Parish.

Section 2:04 - Interview Committee-Prospective Administrators

Faculty representatives on committees established to interview prospective administrators shall be elected by the certificated employees at the school or worksite where the administrator will be assigned.

Section 2:05 - Loss of Personal Property

The Board will not be responsible for any employee's loss of personal property brought to a school or work site; however, in the event an employee's personal property is lost or damaged as a direct result of a disaster, such as hurricane, fire, flood, etc., the board will reimburse the employee's loss or damage in an amount not to exceed \$500 per occurrence. In order for an employee to be eligible for such reimbursement, the personal property for which the employee makes a claim must have been pre-approved for use by the employee in connection with the employee's duties, as evidenced by a written approval form signed by the employee's principal or site supervisor and by the employee. In addition to the approval form, the employee must attach to the form proof of the property's value, i.e. receipt, etc. The employee will be responsible for presenting a copy of the approval form in order to secure payment for loss. Payment will not be made unless the form is presented. The maximum amount an employee may receive for loss in any single occurrence is a total of \$500, regardless of the amount or number of items approved for use in connection with the employee's duties.

Section 2:06 - Mailboxes

Every worksite shall strive to have at least one mailbox provided for each employee at their base/check location to receive important communication(s) as space allows. If space is limited, at least one (1) mailbox will be provided at each worksite for each Bargaining Unit classification.

Section 2:07 - Natural Disasters/Emergencies

In the event a natural disaster occurs or an emergency arises which requires students to remain at the school site beyond the normal school day, employees who are required to remain with and supervise the students shall be compensated for the additional work time at their regular hourly rate for certificated employees and according to FLSA for support staff.

Section 2:08 - No Strikes, No Lockouts

The Federation and the members of the Bargaining Unit expressly agree that during the term of this Agreement they will not engage in any strike, walkout, sick-out, slow down, sympathy strike or any other disruption of work. Expressly included in this no strike guaranty is the guaranty that the Federation will not, directly or by implication, endorse, countenance, approve, arrange or organize in any manner whatsoever a work stoppage, disruption or strike under the guise of Bargaining Unit members coincidentally demanding personal leave days.

The Board agrees that there shall be no lockout during the term of this Agreement; however, the term lockout as used herein shall not be construed so as to affect the right of the Board to close any facility, in whole or in part, or to reduce the number of teachers employed by the Board.

The Superintendent may authorize any employee or employees to take a personal day, as defined by this agreement, for the purpose of lobbying the Legislature or other public officials with regard to issues deemed to be in the best interest of the St. Tammany Parish School System. Such personal day will not be considered as a violation of this no strike clause.

Section 2:09 - Part-time Employees

All provisions of this Agreement shall apply to part-time employees with the exception of:

1. Department Head/Grade Level Chairpersons Selection Procedure,
2. Lunch Period,
3. Planning Time of this Provision.

Provisions of this Agreement relating to Sick and/or Emergency Leave (Provisions Common to All Employees) shall apply to those part-time employees who work certain hours each day of the week, and it shall then be prorated according to actual hours worked. Similarly, salary and supplements under will be prorated for part-time employees. Part-time employees will be eligible for retirement only if they meet the threshold requirement of an average of 21 hours of work in each workweek of the school year, and for hospital/medical benefits under Group Health and Life Insurance Benefits (Provisions Common to All Employees) if they actually work at least 30 hours in each workweek of the school year.

Section 2:10 - Professional Licenses/Certificates

1. Any employee that is required to possess a professional license or certificate (Speech, CDL, etc.) to maintain employment with the St. Tammany Parish School Board shall be reimbursed the cost of the renewal provided the employee submits a receipt and proof of renewal to the School Board's Finance Department.
2. Non-Management support employees who earn or have existing approved certifications /licensures from accredited institutions that benefit their current employment position will be able to apply with proof of certification or licensure. Their immediate Supervisor must review and sign the application if the employee meets the criteria. The School Board must be receiving a benefit for this certification/licensure. The applications will then be sent to Administration for vetting and approval. Once approved, the Administration will work with the employee's immediate Supervisor to determine appropriate pay level increases. All approved applications will be eligible for at least one pay level and the Administration may grant additional pay levels at their discretion.

Section 2:11 - Seniority List

In October of each school year, the Board shall make available an alphabetical seniority listing of all employees, by Bargaining Unit category, showing the date on which, each commenced his service in the St. Tammany Parish School System and the total number of years of seniority accrued by each individual listed. A copy of the seniority list and any subsequent revisions will be furnished to the Federation by request. Additionally, a copy of the seniority lists shall be available on Moodle where they may be readily accessed by any employee or building representative.

Section 2:12 - Subcontracting

The Board agrees not to subcontract the duties of any member of the Bargaining Unit without the prior written agreement of the Federation provided Bargaining Unit members are at all times willing and able to perform the duties required of them.

Section 2:13 - System Wide Catastrophe

Considering the possibility that a natural disaster such as a hurricane, flood, pandemic of widespread infectious disease or other act of God or man could cause widespread destruction to school system property and facilities, make it impossible for employees to perform the duties of their classifications, significantly reduce the student population or significantly and negatively affect the school district's funding or tax base, the Board, acting through the Superintendent, will have the authority to abrogate or modify those provisions of this Agreement as may be necessary in order to implement an emergency recovery plan. Prior to abrogating or modifying any provision of this Agreement, the Superintendent will meet with the Federation President in order to discuss how the parties might best address the system's recovery needs and also address the needs of employees. All viable alternatives to any employee layoff or district wide reduction in force will be considered prior to any layoff, all as specified in the Reduction in Force Article (found in Provisions applicable to separate employee groups).

Section 2:14 - Personnel File Definitions

1. Document means any written or otherwise tangible material intended to be or actually used as a part of or any evidence of the work history of any employee including but not limited to any and all reports, comments, reprimands, correspondence, memoranda, evaluations, observations and grievances relative to a particular employee.
2. Personnel file means the file which contains the cumulative collection of any and all documents maintained by the Board with respect to each individual employee.
3. Personnel file custodian means those people employed by the Board charged with the duty of maintaining and preserving the personnel files.
4. Third party means any person or entity not regularly employed or employed under a contract by the Board.

Section 2:15 - Anonymous Letters

No anonymous letters or materials may be placed in a personnel file.

Section 2:16 - Dated Material

All material shall be dated except routine documents where dating is immaterial.

Section 2:17 - Procedures for Filing Materials

Each document concerning an employee shall be placed in the employee's personnel file within a reasonable time and no document, except those resulting from routine record-keeping, shall be placed in an employee's personnel file unless and until the employee is presented with the original document and a copy thereof prior to its filing. Upon receipt of the original document and copy of the same, the employee shall sign the original document as an acknowledgment of the receipt of the copy of the document. Such signatures shall not be construed as an agreement to the contents of the document.

Section 2:18 - Right to Copy File

Employees may be permitted to reproduce a copy of the contents of their personnel files, in the Department of Human Resources, in accordance with STPSB Policy CG.

Section 2:19 - Right to Examine File

No employee shall be denied access to his personnel file. The contents of an employee's personnel file shall not be divulged to third parties absent the express written consent of the employee, except when ordered by court or by subpoena, and no employee of the Board other than the personnel file custodian or the Superintendent, or the designee of either, which said designee must be an employee of the Board, shall be allowed access to an employee's personnel file without the employee's express written consent, unless that employee is charged with the duty of supervising that particular employee's performance. In the case that a personnel file should be accessed by someone other than the Superintendent, designee or the employee's supervisor, the employee whose file was so accessed shall receive written notice of the fact and the name and title of the person who was permitted access. All persons permitted access under this Section shall maintain the confidentiality of those documents in the file which are not matters of public record.

Any employee requesting to see his personnel file shall be given access to his entire personnel file at a single location and within a reasonable time after making the request. Such an employee shall be given access to any portion of his personnel file maintained at his worksite, at such site and at any reasonable time.

Section 2:20 - Right to Respond to Materials in File

Each employee shall be given the opportunity to rebut and to respond to a document placed in his personnel file. The rebuttal and response must be in written form and once filed shall be attached to the document to which the rebuttal and response applies, and thus become a permanent part of the employee's personnel file as long as the document remains a part of the personnel file. No document or copy thereof, to which a rebuttal and response has been filed, shall be used for any purpose whatsoever unless the rebuttal and response or copy thereof is attached to the document or copy sought to be used. An employee shall have the right to receive proof of any allegations and statements contained in a document placed in his file that the employee believes to be inaccurate, invalid, or misrepresented. If such

proof is not presented, the document containing the allegations and statements shall be removed from the employee's personnel file and destroyed.

Section 2:21 - Rebuttal and Response Procedure

Any rebuttal and response to a document placed in an employee's personnel file shall be filed by the employee within 30 working days from the date on which the employee signs the document acknowledging its receipt.

The employee may be granted an additional ten (10) working days for the filing of the rebuttal and response, provided the employee requests such an extension in writing addressed to the personnel file custodian within the original 30 working day period. The personnel file custodian's consent to the ten (10) day extension of time shall not be unreasonably withheld.

The rebuttal and response shall be deemed filed by the delivery of the original and one (1) copy of the rebuttal and response to the personnel file custodian. The personnel file custodian shall then sign and date the original rebuttal and response and file the same into the employee's personnel file. The personnel file custodian shall also sign and date a copy of the rebuttal and response and return the same to the employee.

ARTICLE III - FEDERATION RIGHTS

Section 3:01 - In General

The St. Tammany Federation of Teachers and School Employees, as affiliated with the Louisiana Federation of Teachers and the American Federation of Teachers, has been selected by majority of the members of the Bargaining Unit as the collective bargaining representative. Considering that the St. Tammany Parish School Board granted its employees the right to choose a collective bargaining representative and further considering that the choice of those covered by this Agreement was the St. Tammany Federation of Teachers and School Employees, the St. Tammany Federation of Teachers and School Employees shall be granted certain rights, as specified in this Article which shall not be granted to any competing organization.

Section 3:02 - Board Appearances - Collective Bargaining Issues

The Board shall not allow any representative of any competing labor organization to address, during any official meeting of the Board, matters relating to employee grievances, negotiations in progress, or wages, hours and other terms and conditions of employment.

Section 3:03 - Distribution of Materials at Worksites

The Federation shall have the right to distribute Federation materials and literature to Bargaining Unit members at worksites. Such distributions shall not contain confidential information concerning collective bargaining negotiations. Distribution of such materials shall be made only by authorized representatives of the Federation. All materials distributed by the Federation at worksites shall bear the name of the Federation. It is further provided that such materials shall not be oriented in any manner whatsoever to the candidacy of persons for national, state, or local political office. No competing organization shall be extended this right. This provision only applies to materials distributed at worksites and does not infringe in any way on the Federation's First Amendment right to endorse candidates to its members outside of work settings.

Section 3:04 - Dues Deduction and Indemnification

1. The School Board will collect Federation dues. The School Board will provide listings of the dues collected via email within 5 days of the end of each month. All payments to the Federation will be made via electronic means (ACH or wire transfers). Dues collected will be sent electronically within 5 days of the end of each month.
2. Employees shall have the right to request that any dues they have agreed to in writing to pay to the Federation be deducted from their paychecks and remitted directly to the Federation. Upon receipt of a properly executed authorization form from the employee involved, the Board will deduct from the employee's paycheck whatever dues the employee has agreed to pay to the Federation during the period provided in said authorization. In the event there is an authorized change in the amount of dues to be deducted for any employee, the Federation shall provide the Board with the name and the new amounts to be deducted for that employee. There will be no charge for reimbursement by the Board in making routine deductions, changing the amount of deductions or in adding employees to the list of those authorizing deductions.
3. The Federation agrees to indemnify, hold harmless and defend the Board in the event any member or members of the Bargaining Unit take any legal action against the Board as a result of any dues deduction or as a result of the Board discontinuing the dues deduction presently in place with respect to any competing labor organization.
4. Authorizations by employees for deductions of Federation dues shall remain in force on a continuing basis unless revoked in a signed written statement sent to the Payroll Department and the Federation office 19295 N. 3rd St. Suite 8 Covington, La 70433 via U.S. mail, or by email (union@stfed.org) with a digital signature, between 1st and 15th of a given month. Such revocation shall become effective on the month after the revocation is received, as long as the revocation statement is postmarked or digitally time stamped by the 15th. In the event of a hardship, the employee may also appeal to the Federation's Executive Council in lieu of cancelling membership. The Federation will also maintain an alternative means of collecting dues that does not rely on payroll deductions. No competing organization shall be extended this right.

Section 3:05 - E-Mail

With the approval of the Superintendent, the Federation shall have the right to submit communications to the Superintendent's office for placement on the E-Mail system. No competing organization shall be extended this right.

Section 3:06 - Employee Informational Sheet

After it becomes available and upon written request to the Informational Technology Department, the Board shall provide the Federation with a copy of the employee informational sheet (listing name, address, job title, job class, email, membership status, and telephone number) for each worksite at the beginning of each semester.

Section 3:07 - Federation Bulletin Boards

The Federation shall have the continued use of bulletin boards currently set aside for Federation use in the employee lounge or common employee work area in each school for the posting of notices and other materials relating to Federation activities. The Federation shall have the right to provide at each new school site a 3' x 3' bulletin board to be placed in the faculty or employee lounge. The bulletin board shall be identified with the name of the Federation and shall be reserved exclusively for Federation materials. Any authorized representative of the Federation may post materials on the bulletin board. All materials placed on this bulletin board shall bear the name of the Federation. It is further provided that such communications shall not include materials which are oriented in any manner whatsoever to the candidacy of persons for national, state or local political office. No competing organization will be extended this right.

Section 3:08 - Internal Mail Service

The Federation shall have the right to use the internal mail delivery system of the Board for official Federation communications provided that such communications are:

1. Addressed and properly bundled
2. In containers no larger than 16" x 24" x 3"
3. Sorted by driver and destination. The Federation will bring the materials to be distributed to a school board delivery pickup site. It is further provided that such communications shall not include materials which are oriented in any manner whatsoever to the candidacy of persons for national, state or local political office.
4. The Federation shall have a designated incoming mail area at the Covington Education Center for employees to be able to send communication to the Federation using the internal mail service. No competing organization shall be extended this right.

Section 3:09 - Leave for Federation Business

Employees selected by the Federation shall be granted leave to attend to Federation business on behalf of the Bargaining Unit; however, leave will not be granted for more than sixteen (16) employee workdays each school year, and no single employee may be absent on such leave more than four (4) workdays. In the event the Federation desires to utilize this option, a maximum of three (3) representatives on a single workday shall be excused without loss of pay or benefits, but with the cost of any substitutes required to be borne by the Federation. Any employee on a remediation program shall not be eligible for this special Federation leave. Notification of intention to apply for such leave days must be filed by the Federation for the employee seeking the leave with the Superintendent's office at least ten (10) days in advance of the leave. NOTE: These days cannot be used for lobbying. The procedures for lobbying are outlined in the No Strikes, No Lockouts section.

Section 3:10 - Matters of Mutual Concern

The Superintendent, and/or designee, shall meet at a mutually agreeable place and time with the Federation President or designee to discuss matters of mutual concern directly affecting the implementation of this Agreement. Similarly, the worksite supervisor and the Federation building representative will meet by mutual agreement to discuss implementation of this Agreement and matters of mutual concern relating to the worksite. Either party, management or Federation, may request such meetings, but neither may demand one. No competing organization shall be extended this right.

Section 3:11 - New Employees List

After it becomes available and upon written request to the Department of Human Resources, the Board shall provide the Federation with a list of new employees hired for the school year that states the job class, job title, and worksite.

Section 3:12 - Notice of Board Meetings

The Board shall make available to the Federation President a copy of the agenda of scheduled monthly Board meetings, including all reports and attachments, excluding confidential information or information earmarked for executive content, as soon as the same is available to Board members. In the event of a specially called meeting of the School Board, the Board agrees to notify the office of the Federation of the time and place of such meetings and, where appropriate, of the agenda for the meeting. Such notifications shall be given promptly following the official call of the meeting. The Federation President shall also be provided with a copy of the official minutes of each Board meeting within five (5) working days of the Board's approval of those minutes or at the time of release for publication in the Board's official journal. No competing organization will be extended this right.

Section 3:13 - Notice of Changes in General Employment Policies

The Board shall make available to the Federation President copies of all notices affecting the terms, conditions or requirements of employment for those covered by this Agreement as well as those affecting changes in general employment policies or regulations.

Section 3:14 - Orientation

If the Board shall conduct orientation meetings for new employees, such as beginning employee orientation, or new employee sign-up days, the Federation President or designee shall have the right to be placed on the agenda to address the employees. The Federation shall have the right to set up a display table, distribute materials, and engage in organizational activities that are non-disruptive of the orientation program. No competing organization shall be extended this right.

Section 3:15 - Printouts and Labels

After it becomes available and upon written request to the Informational Technology Department, the Board shall provide the Federation with computer files and/or printouts and labels for members of the Bargaining Unit and/or the Federation at the beginning of each quarter with printed material being at the expense of the Federation. These reports shall include each employee's name, job class, job title, worksite, address, phone number, email address, and membership status.

This information will not be shared outside of Federation nor sold to outside entities.

Section 3:16 - Recognition at Board Meetings

The Federation will not be recognized in Board meetings, except with regards to items listed on the advertised agenda, and then, only with an amount of time to be determined by the Board President. No informal request to appear will be granted if the topic the Federation wishes to address is not listed on the Board's advertised agenda. Recognition for the purposes of this section includes the ability to address the Board and to respond to any question or comment. Nothing in this provision prevents the Federation President from speaking anytime the public is allowed to speak, speaking before a vote, and/or signing up and speaking during the public comments section of the meeting. No competing labor organization will be extended this right.

Section 3:17 - Reimbursement for Substitutes

Substitutes shall be provided for all released employees on the Federation bargaining team when negotiations occur during regular school hours. If a substitute is needed, the Federation will reimburse the district for the cost of the substitute including benefits and taxes.

Section 3:18 - Representation on Committees

Any board-established committee consisting, in whole or part of Bargaining Unit members, to report on work practices, work rules, work policies, or employee benefits, the Federation shall appoint the Bargaining Unit members. In the event the Board should form a committee during the term of this Agreement, the employee representatives will not be appointed by any competing labor organization.

Section 3:19 - School/Site Visitation

1. Authorized representatives of the Federation shall be the sole collective bargaining representatives of the employees covered by this Agreement, permitted to administer this Agreement and handle grievances on school property.
2. The Federation representative shall make known to the principal, site supervisor or designee, that he is present on school property, must sign in at the front office, and shall receive a temporary badge to be able to travel around the campus. Federation member must leave their keys in exchange for the badge to ensure it is returned before leaving campus.
3. Meetings with employees shall not be disruptive, shall be held during times when employees are free from any responsibility to supervise students, and/or shall not disrupt work related duties for a length of time that does not allow them to complete their assigned work.
4. In no event shall more than three (3) authorized representatives, not to include the building representative, be present in any single work location without the express consent of the principal or site administrator.
5. No competing organization shall be given access to school property to visit and confer with employees covered by this Agreement or for any other purpose.
6. At the request of a Federation representative, the principal or designee shall make a PA announcement during beginning or end of day announcements alerting the employees that the Federation will be on campus, including the time period they will be there.
7. All authorized federation representatives that would at any time be present on a school campus must be vetted through the STPSB background check process at the expense of the Federation. This would include any representatives who have experienced a break in service with the school system.

Section 3:20 - Use of Facilities

The Federation shall have the right to use school facilities for its meetings under the following circumstances:

1. The Federation shall give the building principal or site administrator at least three (3) calendar days' notice of a request to use the facility or at least one (1) calendar day notice if 80% or more of those for whom the meeting is being called are regularly assigned to the work location at which the meeting is to be held.

2. The facility is available, and its use will not interfere with any school/site function.
3. If requested, the Federation will promptly reimburse the Board for custodial or other cost occasioned by such use if for large groups or special events; normal meeting use by the Federation shall incur no cost if a custodian is not required on call out; and
4. Use of facilities will only be allowed outside of school attendance hours.

Section 3:21 - Accretions to the Bargaining Unit

During the term of this Agreement, should the Board create a full-time, non-administrative, nonsupervisory certificated position in addition to those enumerated herein, such positions shall be considered part of the Bargaining Unit.

Section 3:22 - Bargaining Information

The Board shall furnish to the Federation a copy of all information, not privileged under the Louisiana Public Records Acts, necessary for the proper administration of the terms of this Agreement or for the negotiation of a successor Agreement. The Board shall not be required to do research or to assemble or compile data not already available.

Section 3:23 - Change of Position Title

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

Section 3:24 - Decertification

1. No earlier than 30 calendar days prior to the termination of this Agreement, any member or members of the Bargaining Unit covered by this Agreement may petition the Board for a secret ballot election during which a simple majority of the members of the Bargaining Unit covered by this Agreement shall determine whether the Federation, another labor organization or no labor organization will act as their collective bargaining representative. Such election petition must bear the signatures of at least 51% percent of the members of the Bargaining Unit covered by this Agreement or it will otherwise be disallowed by the Board. The signatures may be gathered only during the 45-day period preceding the 30th day of June, 2027 or June, 2028 if one-year extension is decided upon.
2. Upon receipt of a valid petition for an election, the Board will provide the president of the Federation with a copy. Within ten (10) days of the Federation's receipt of a copy of the election petition, the Federation or any member of the Bargaining Unit may request that the signatures on the petition be checked for validity by either the St. Tammany Parish Registrar of Voters provided that the Registrar agrees to verify the petition, or alternatively, by the American Arbitration Association. The cost of the verification shall be borne by the party petitioning it.
3. If, following verification, the St. Tammany Parish Registrar of Voters, or alternatively, the American Arbitration Association certifies that the petition contains the signatures of at least 51% of the employees covered by this Agreement, the Board shall schedule a date and time for an election by secret ballot during which a simple majority of the Bargaining Unit members shall determine whether or not they wish for the Federation or another labor organization or no labor organization to act as their collective bargaining representative. The election shall be conducted in accordance with the rules established by the Board for the September 19, 1991, collective bargaining elections.

Section 3:25 - Exclusive Nature of Recognition

1. The Board agrees that during the term of this Agreement it will not recognize any other organization as the bargaining agent for members of the Bargaining Unit as defined herein, nor will it extend to any other organization which actively competes or campaigns for or against collective bargaining rights or which seeks to represent members of the Bargaining Unit for purposes of collective bargaining, or which seeks ballot status in collective bargaining elections, any of the exclusive rights extended within this Agreement to the Federation, irrespective of whether such organization characterizes itself as a "labor" organization.
2. The Federation is recognized as the exclusive and only organization that may represent any employee in any employment-related dispute with the Board. The Federation is further recognized as the sole collective bargaining agent with responsibility for administering this Agreement on behalf of Bargaining Unit employees.

Section 3:26 - Labor Management Committee

Management and the Federation, desiring to foster better day-to-day communications, and to achieve and maintain a mutually beneficial relationship, will establish a Labor Management Committee. The purpose of the Committee is to discuss, explore, and study problems referred to it by the parties to this Agreement. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored, and studied, but shall have no authority to change, delete or modify any of the terms of the Collective Bargaining Agreement, nor to settle grievances arising under the Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

1. The Committee shall be composed of up to 8 members; four Federation staff members and four Central Office staff members.
2. If needed, at the agreement of both parties, a representative of the Federal Mediation and Conciliation Service may be invited to attend and participate in Committee meetings. Meetings shall be held on a regular basis as mutually agreed upon by both parties.
3. The Superintendent and the Federation President will send an email to the other party with desired topics for discussion at least 48 hours prior to the meeting. Each topic shall be discussed fully, and action reached before proceeding to another topic. Topics

requiring further study may be tabled. Where mutually satisfactory decisions are not reached, the topic shall be cancelled, reverting to its proper place in the labor-management relationship. For example, grievance procedures, negotiations, etc. Emergency items may be added to the discussion topics by mutual consent. It is recognized that recommendations growing out of these meetings are not binding.

Section 3:27 - Special Leave without Pay for Federation Service

1. Employees who are Federation members, not to exceed two (2) in number, who are elected or appointed and accept full-time or part-time positions with the Federation, Louisiana Federation of Teachers, American Federation of Teachers, or its affiliates, will, upon proper request each year be authorized a leave of absence without pay (salary or stipends) or benefits, except the employee on leave hereunder may maintain in full force any benefits for which he is eligible under this Agreement and which the law will permit him to continue provided he makes satisfactory arrangements to pay the full cost or full premium in whatever amount the Board would ordinarily contribute for such benefits in addition to whatever amount the employee himself is ordinarily required to pay.
2. An employee granted a leave hereunder who subsequently returns to full-time service for the board immediately after the first year shall be assigned back to the position he vacated prior to his approved leave. He shall be credited with one-year seniority for each year of such leave and shall have his salary placed on the appropriate pay level on the salary schedule in effect, according to law, upon his return to work. After the first year of leave granted under this section, if the employee desires to return to work, the involuntary transfer process will be followed as outlined in subsequent articles of the Collective Bargaining Agreement according to the employee's job class. This provision will remain in force but will be revisited by the parties no later than December 1, 2024

ARTICLE IV - GENERAL COLLECTIVE BARGAINING AGREEMENT PROVISIONS

Section 4:01 - Duration of Agreement

1. **Terms of Agreement:**
The Agreement between the Federation and the School Board is for a two-year term (August 7, 2024 to June 30, 2026) with the option for two one-year renewals (2026-2027 and 2027-2028).
The Agreement takes effect at 12:01 a.m. the day after ratification and remains in effect until 11:59 p.m. on June 30, 2026, unless extended.
2. **Extension by the School Board:**
 - A. To extend for a third year (2026-2027), the School Board must vote to extend by May 1, 2026.
 - B. If extended for 2026-2027, the School Board must vote by May 1, 2027 to extend for a fourth year (2027-2028).
3. **Non-Renewal by the Federation:**
If the Federation opts not to accept the School Board's extension for either 2026-2027 or 2027-2028, the Federation President must notify the Superintendent in writing by May 30, 2026, or May 30, 2027, respectively.
4. **Continuation after the Fourth Year:**
If extended for a fourth year (2027-June 30, 2028), the Agreement remains in effect until June 30, 2028, and continues thereafter until one of the following occurs:
 - A. Ratification of a successor Agreement.
 - B. Written notification from the Federation to the Board's chief negotiator indicating non-extension, with the Agreement ending at 12:00 p.m. (noon) on the third day after notice.
 - C. Written notification from the Board's chief negotiator to the Federation indicating non-extension, with the Agreement ending at 12:00 p.m. (noon) on the third day after notice (unless otherwise noted).

Section 4:02 - Agreement Amendments

If the passage of any local, state or federal law, or any court decision, or any decision of any administrative agency having jurisdiction, all appeals having been exhausted, require modification or amendment of this Agreement, the administration and the federation will bargain regarding such modification or amendment. Any tentative agreement reached pursuant to such bargaining shall be reduced to writing and upon ratification by the board, shall be signed by the Superintendent and the Federation president and become an amendment to this Agreement. All other provisions of this Agreement shall continue in effect. All bargaining must be scheduled at times agreeable to both parties.

Section 4:03 - Complete Understanding

This Agreement represents the complete agreement of the parties and may be amended, altered or temporarily suspended only upon the written consent of both parties. The terms and conditions set forth herein represent the full and complete understanding and commitment between the parties and they supersede and shall have precedence over any contrary or inconsistent rules, regulations or practices of the Board with respect to Bargaining Unit personnel.

Section 4:04 - Cost of Printing

The cost of printing the Agreement shall be shared by the Federation and the Board. The printer shall be agreed upon by the Federation and the Board.

Section 4:05 - Distribution to New Employees

Each newly hired employee covered by this Collective Bargaining Agreement shall receive a copy of the Agreement from the Federation no later than five (5) working days after commencement of employment or 15 working days after the Agreement has been printed, whichever shall last occur.

Section 4:06 - Federation Identification

The Agreement shall include an introductory page which contains the following information: Federation address, Federation phone number and Federation officers. The outside back cover (or an alternate placement as may be mutually agreeable to the parties) shall include a reproduction of the logo of the Federation. The size of the Agreement shall not exceed 8½ x 11 inches; point size of type shall not be less than 10 points.

Section 4:07 - Form of Printed Agreement

The Agreement shall be published on the STPSB website. All current employees will have a choice of receiving a physical copy or an electronic copy of the new agreement and shall indicate their choice by acknowledging receipt of the agreement. There should be enough copies to cover the current amount of employees, administrators and Board Members. Any additional needed for new bargaining unit employees shall be paid for by the Federation.

Section 4:08 - Savings Clause

If any provision of this Agreement is held to be contrary to law or void or is invalidated by any court of competent jurisdiction, or by any administrative agency having jurisdiction, all appeals having been exhausted, then such provision shall not be applicable or performed or enforced except to the extent permitted by law, but all other provisions shall be continued in full force and effect.

Section 4:09 - Successorship

This Agreement shall be binding upon the Board and upon its lawful successors. The election of any new or additional Board members shall not in any manner derogate from any of the rights or obligations undertaken herein.

Section 4:10 - Negotiation Ground Rules

The St. Tammany Parish School Board and its Management representatives, including the Superintendent, the Assistant Superintendents, and their designees (“Management”) and the St. Tammany Federation of Teachers and School Employees, its Executive Board, and its representatives, including the President of the Federation and his designees (the “Federation”) hereby agree to the following ground rules to govern the negotiation process between the parties. It is understood that these ground rules are intended to enhance existing Collective Bargaining Agreement (“CBA”) language to help facilitate negotiations.

1. **Scheduling of Meetings.** It is understood by all parties (Management, and the Federation) that all negotiations must be scheduled. Requests must be made in writing, either through certified mail or email to the Superintendent and Federation President.
 - A. Requests to negotiate from either party must contain the following information:
 - B. Subject of negotiation (i.e. financial re-opener, elementary planning time, etc.);
 - C. Proposed Date and Time;
 - D. Proposed Location;
 - E. Attendees; and
 - F. Any special considerations, such as a change in Chief Negotiator (see below)

Negotiations shall take place in a room provided by Management with a nearby private room for caucus use. The parties agree to discuss and confirm dates and times of their next negotiation session during or at the close of every negotiation session. No more than one week will pass between bargaining sessions without consent of both parties.

Both parties shall endeavor in good faith to meet on agreed dates, but it is recognized that, on occasion, it may be necessary to postpone a meeting due to pressing obligations, which a member or members of either bargaining team may have from time to time. Whenever possible, in the event either side finds itself unable to attend a scheduled meeting, twenty-four (24) hours’ advance notice shall be given of cancellation and proposed rescheduled date to the other side’s Chief Negotiator.

2. **Conduct of Negotiations.** The parties agree that collective bargaining should be conducted in good faith at the bargaining table between the representatives of the parties. The Federation shall be represented by the Federation President as Chief Negotiator with full right of substitution upon notice to the other party. Management shall be represented by the Superintendent as Chief Negotiator with full right of substitution upon notice to the other party. The Chief Negotiators shall have the authority to present, amend and receive proposals for discussion and to reach tentative agreement. The Chief Negotiators shall be the only persons who can voice acceptance or rejection of proposals, offer counter proposals, or initial and agree to tentative agreements. No proposal that is submitted away from the bargaining table can be accepted by anyone other than a Chief Negotiator. Unless there are extenuating

circumstances and both parties agree, all meetings should be held in person as agreed upon by both parties. No tentative or full agreement shall be accepted through electronic means.

3. Submission of Proposals. The parties agree that all proposals and counterproposals shall be in writing. Any verbal proposals offered during the course of negotiations shall be reduced to writing prior to the next formal meeting.
4. Audio/Video/Transmitting Devices, Notetaking and Social Media. Audio/video or transmitting devices, equipment or cameras of any kind shall not be utilized in the negotiation room while negotiations are in progress. The parties reserve the right to take notes during negotiations and the parties agree that each side shall be responsible for its own notetaking. Information discussed during bargaining meetings will not be shared outside of negotiations to include social media, email broadcasts, robocalls, webpages or face-to-face meetings, with the exception of both parties and their negotiating team/executive council members as defined, shall be allowed to discuss negotiations outside of the negotiations. Nonetheless, negotiation team/executive council members shall keep information strictly confidential. The Federation will supply administration with a list of all the approved representatives for this negotiation process. The representatives will be required to sign a statement of confidentiality before being allowed into the negotiations. Specific members will be named prior to the meeting with up to six federation representatives not including the president and vice president. Any discussion with the federation representatives will be done in caucus, not in the negotiation room.

In the event of confidential information being shared outside of the meeting or a disruption of the meeting of any kind, the negotiations will be closed to only the district's executive council and president and vice president of the federation.

There shall be no stenographic transcript of the bargaining sessions. Any communication regarding negotiations would have to be approved by both parties prior to release. This would include digital communications and/or statements made during committee or board meetings. The use of video conferencing is permissible in the event of an extenuating circumstance and agreed upon by both parties.

5. Right to Caucus. The parties agree that caucuses shall be permitted at the request of either party. They further agree that caucuses shall not last longer than thirty (30) minutes, unless the party requesting the caucus has notified the other party of the need to caucus for longer than thirty (30) minutes and the parties agree to continue with negotiations that day.
6. Tentative Agreements. The parties agree that they will sign off on tentative agreements as they are reached. All tentative agreements shall be reduced to writing, signed, and dated by the Chief Negotiator for each party. Upon reaching a tentative agreement, all Memorandums of Understanding or other agreements must be given a complete reading during a negotiating meeting with both Chief Negotiators present to ensure mutual understanding. No tentative agreement is valid unless signed and dated by both parties. No tentative agreement is final until full agreement has been reached on all issues and each party has signed the agreement.

Furthermore, no tentative agreement on any item shall be considered effective or binding or implemented until an overall agreement is reached between the Federation and Management and approved/ratified by the School Board. *Federation approval will involve a membership vote to be conducted after the school board vote is held.*

7. Approval/Ratification. Consistent with an advertised agenda, the Superintendent or his designee will present each aspect of the completed agreement in its entirety to the Board before they vote so that clarification can be sought and questions asked in an Open Meeting. The Federation President or designee may be recognized by the Board President as needed during this portion of the presentation.

Note: This provision in no way should be viewed as eliminating the Board's right to go into Executive Session, but the proposed agreement shall still be read and discussed in its entirety outside of Executive Session.

8. Mediation. In the event of an impasse, expedited mediation through FMCS shall be instituted and agreed upon at the request by both parties.

ARTICLE V - GROUP HEALTH AND LIFE INSURANCE BENEFITS

Section 5:01 - Group Health Insurance for Full-Time Employees

Considering the rising cost of health care, the fact that premiums are insufficient to pay for the benefits afforded employees and the inequity in the percent allocation of employer premium payments, these healthcare issues will be presented to the insurance committee for recommendation to the Board.

Section 5:02 - Group Health Insurance for Part-Time Employees

All provisions of this Agreement shall apply to part-time employees with the exception of:

1. Department Head/Grade Level Chairpersons Selection Procedure,
2. Lunch Period,
3. Planning Time of this Provision.

Provisions of this Agreement relating to Sick and/or Emergency Leave (Provisions Common to All Employees) shall apply to those part-time employees who work certain hours each day of the week, and it shall then be prorated according to actual hours worked. Similarly, salary and supplements under will be prorated for part-time employees. Part-time employees will be eligible for retirement only if they meet the threshold requirement of an average of 21 hours of work in each workweek of the school year, and for hospital/medical benefits if they actually work at least 30 hours in each workweek of the school year.

ARTICLE VI - SICK LEAVE BANK

A Sick Leave Bank may be established and managed by the Federation, as long as it incorporates and adheres to the following terms, conditions and provisions outlined in this Article.

Section 6:01 - Eligibility to Participate

1. Only members of the sick leave bank may draw days from the bank.
2. In order to become a member, a system employee (bargaining unit, administration, or management) must have a balance of at least 5 days of sick leave, vacation leave, or a combination of both on May 10th prior to the commencement of the fiscal year in which he wishes to become a member. The employee must also make an initial donation of one (1) day to the Bank between May 10th and June 10th prior to the commencement of the fiscal year in which he will become a member. Employees who have the aforesaid requisite balance and make the requisite contribution will become members. In order to remain a member, an employee must have a balance of at least 3 days of sick leave, vacation leave or a combination of both on May 10th of each subsequent fiscal year and must donate one (1) day prior to June 10th of each subsequent fiscal year.
3. If an employee either fails to make or is unable to make the subsequent donations, or if the employee no longer has the requisite balance of 3 days on May 1st, he shall no longer be a member of the Bank and no longer be eligible to draw from the Bank.
4. Once an employee loses membership, he can again become a member, but only by meeting the requirements of (2), above.
5. The Bank's administrators, or designee, may request that members with a balance of at least 12 days of sick or vacation leave or a combination of both donate two (2) days, instead of one (1), prior to the commencement of any fiscal year in order to maintain their membership; but no member shall be required to donate the extra day.
6. All donations required hereunder shall be made by the 10th of June in any given year. The Bank's administrators, or designee, shall provide the Payroll Department with a list of participants no later than the 16th of June of each year.

Section 6:02 - Application Procedure

Applications for the withdrawal of days shall be presented on a form, available through the Federation, to the Sick Leave Bank's administrators. The decision to grant or deny the application shall be final and binding and not subject to the grievance and arbitration procedure.

Section 6:03 - Donated Days Irretrievable

Days donated to the Bank by any employee shall be irretrievable once donated unless the Bank is terminated as provided below.

Section 6:04 - Eligibility and Limitations Relating to Drawing from the Bank

1. Only those employees who have exhausted all sick leave, vacation leave and who are not being compensated for leave under workers' compensation or under some other leave provision of this Agreement will be eligible to withdraw days from the Bank.
 - A. Non-elective surgery and recovery from it for which the draw from the Bank shall not exceed a total of 25 days;
 - B. Catastrophic illness or disease such as cancer, heart disease or stroke for which the draw from the Bank shall not exceed 60 days;
 - C. Physical injury resulting from trauma which prevents an employee from working for a period not less than three (3) consecutive calendar weeks in which case the maximum draw from the Bank shall be five (5) days for each three (3) week period the employee is certified as unable to report to work, with a maximum draw of ten (10) days; and
 - D. Illness and complications from pregnancy for which the draw from the Bank shall not exceed ten (10) days.
 - E. At least ninety percent of the leave balance in the bank shall be retained in the bank from one year to the next.
2. Employees may apply to withdraw days from the sick leave bank prior to applying for other types of leave. However, once extended sick leave or any other types of leaves have been approved, the employee must exhaust approved leave days prior to using days from the Sick Bank.
3. Further, the Bank's administrators, or designee, at all times will have the right to limit the number of days a participant may withdraw based on the number of days in the Bank at any given time.
4. If an employee has withdrawn the maximum amount of days from the sick leave bank, has exhausted all other forms of leave(s) with pay, and the employee has certification from the clinician that states they need more time for medical reasons, a system employee may apply to donate their sick days to the employee. An employee cannot donate more than 50% of their days calculated at the beginning of the year. The form to apply to donate days will be available through the Federation as stated in Section 23:02-Application Procedure above.
5. If an employee goes on leave during one school year and the leave is continued into the next school year, the employee shall be grandfathered in as a member of the sick leave bank for the new school year. This allows for the employee to receive all benefits and be subject to any limitations of the Sick Leave Bank as stated above. Any such employee receiving this right shall meet the criteria for remaining in the bank for any future school years.

Section 6:05 - Governing Administrators

The Sick Leave Bank will be administered by nine (9) Bargaining Unit members appointed by the Federation. This Committee shall be responsible for meeting any and all ERISA requirements applicable to the Bank and its administration. The Board reserves the right to

audit the work and records of the administrators to assure compliance with the provisions of this Agreement. If the administrators are not complying with ERISA or following the provisions of this Agreement relating to the Bank, they will be given a period of 30 days to come into compliance, failing which, the Bank will be terminated by the Board or Board Designee.

The administrators shall be responsible for fairly and equitably operating the Bank and deciding all applications for withdrawal. In performing their responsibilities, the administrators shall adopt rules of procedure and appropriate application forms. They shall keep records of applications, decisions on applications, medical certificates and medical reports on applicants. They shall fully cooperate with the Department of Human Resources and provide any information on an applicant which the Department of Human Resources may request. Copies of all approved withdrawals shall be immediately transmitted by the administrators both to the Department of Human Resources and the Payroll Department.

Section 6:06 - Indemnification

The administrators and the Federation shall fully defend and indemnify the Board against any and all claims, lawsuits, damages, losses, attorneys' fees and costs the Board may be called upon or required to pay resulting or arising out of the creation or administration of the Sick Leave Bank.

Section 6:07 - Limitation on Withdrawal

Considering that the purpose of the Sick Leave Bank is to provide assistance to eligible employees on a short-term basis, members eligible to draw from the Bank shall not be permitted to withdraw more than 90 days during each seven-year period from the inception of employment. The parties understand that the Sick Leave Bank is not formulated as a long-term disability plan or as a substitute for disability retirement, but rather contemplates that those applying to draw days from the Bank will recover from their illness or disability within a relatively brief period of time and return to work.

Section 6:08 - Termination of Bank

The Bank's administrators shall have the right to terminate the Bank at the end of any fiscal year. In the event the Bank is terminated either by its administrators or by the Board or Board designee for reasons outlined herein, any days in the Bank at that time will revert to all active employees who contributed to the Bank at one time or another or a pro rata basis with the caveat that no employee may receive any percentage of a day other than a half day (50% of a day).

ARTICLE VII - COMPENSATED LEAVE TIME

Compensated Leave Time

1. Absences Due to Accident or Injury on Duty

- A. Employees shall receive, in accordance with law, those benefits to which they are entitled in accordance with Louisiana Revised Statute 17:1201 C. and D., as amended from time to time while employed by the Board.
- B. Employees injured on duty shall report the injury immediately to the principal or appropriate administrator who shall promptly provide meet with the injured employee with to complete all appropriate forms and information. Employees shall be provided with a copy of all completed forms.
- C. Principals/Supervisors shall submit incident reports within 24 hours to the Risk Manager.
- D. Principals/Supervisors shall submit accident reports immediately to the Risk Manager.

2. Bereavement Leave

- A. Sick and/or emergency leave earned each fiscal year may be used by an employee for purposes of bereavement.
- B. Although an employee may use three (3) of his or her days of sick and/or emergency leave each year as "personal days," bereavement days will not be considered personal days.

3. Court Proceedings and Attendance

- A. An employee who is subpoenaed by the Board, or otherwise required by the Board, to appear in court or attend a deposition at a time outside of the employee's work year shall be compensated at the employee's daily rate of pay.
- B. The employee shall remit to the Board any monies received in connection with such proceeding other than as reimbursement for meals and travel

4. Extended Sick Leave and Maternity Leave

- A. Employees shall be entitled to extended sick leave in accordance with Louisiana Revised Statute and per STPSB Policy GBRIB.
- B. Employees shall be entitled to maternity leave in accordance with Louisiana Revised Statute and per STPSB policy GBRIC.

5. Judicial Proceedings Leave

- A. An employee summoned or selected for federal or state jury duty will receive his regular rate of compensation for the duration of such service, without loss of pay or benefits, provided he remits any monies received for such jury service (other than reimbursement for meals and travel) to the Board. Employees shall be responsible for submitting verification for their summons or selection for jury duty and for reporting any compensation received as a juror to the Superintendent.
- B. An employee subpoenaed as a witness in a judicial proceeding shall suffer no loss of pay or benefits during the period of his attendance. The employee shall notify his supervisor of such subpoena being served as promptly as possible. The employee

shall furnish a copy of the subpoena to their supervisor. The employee shall remit to the Board any monies received in connection with such proceeding other than as reimbursement for meals and travel.

6. Leave for Military Call Out

- A. Employees who are members of the Officers' Reserve Corps of the Army of the United States, the National Guard of the United States, the Naval Reserve Corps, the Marine Corps Reserve, the Air Force Reserve, the Citizens' Military Training Corps, or the Civil Air Patrol, either officers or enlisted persons, are entitled to leave of absence from their respective duties, without loss of pay, time, annual leave, or efficiency rating, on all days during which they are ordered to duty with troops or at field exercises or for instruction, for periods not to exceed 15 days in any one (1) calendar year; and when relieved from duty, they are to be restored to the positions held by them when ordered to duty.

7. Personal Leave

- A. Each employee shall be allowed to use up to three (3) days of his sick and/or emergency leave earned each school year for purposes as may be determined by the employee.
- B. The employee requesting such leave shall give his supervisor at least 24 hours' notice prior to taking the leave.
- C. Personal leave shall not be accumulated from year to year, nor shall personal leave be compensated for upon death or retirement.

8. School Closure Leave

- A. If a disaster, weather, environmental emergency, or any other cause shall occur or be imminently threatened to compel the Superintendent to close schools or to direct employees at such schools, in whole or part, to leave the premises, the employees so affected shall not suffer any loss of pay or benefits.
- B. Any employee who has prearranged or continuing personal or sick leave, shall not lose pay for leave time on days when the school is closed for any reason.

9. Sick and/or Emergency Leave

- A. Each employee hired for the school year who reports for duty and actually performs work during that school year shall be entitled to a minimum of ten (10) days of leave time, without loss of pay or benefits, which shall be used for personal illness or emergency.
- B. "Emergency" is defined for purposes of this Section to mean a sudden, unavoidable occurrence requiring immediate action.
- C. Any portion of an employee's sick and/or emergency leave not used in a given year shall be accumulated without limitation and carried forward to the next school year.
- D. Employees who are hired and report after the beginning of the school year shall be credited with one (1) day per month for sick and/or emergency leave, without loss of pay or benefits, for each of the remaining months of the school session.
- E. All sick and/or emergency leave granted under this Section which is accumulated by each employee shall be vested in the employee by whom such leave has been accumulated.
- F. When an employee is absent for six (6) or more consecutive days because of personal illness, he shall be required to present a certificate from a clinician certifying such illness per STPSB policy GBRIB.
- G. Upon the retirement of any employee, or upon his death prior to his retirement, the Board shall pay to such employee or to his heirs or assigns, whatever sick and/or emergency leave has accrued to such employee but which remains unused at the time of his retirement or at the time of his death prior to retirement, not to exceed 25 days of such unused leave time. Such pay shall be at the rate of pay received by the employee at the time of retirement or death prior to retirement.
- H. The sick leave balance of an employee who resigns and is rehired will be reinstated upon the return to work if leave is still available.
- I. Nothing contained herein shall be construed to abrogate any right provided under state law for an employee to apply unused accumulated sick and/or emergency leave towards service credit for purposes of computing retirement benefits.

ARTICLE VIII - EMPLOYMENT RIGHTS

Section 8:01 - In General

When conditions necessitate or require a reduction in force, such as the elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extra-curriculum offering, program or school operation; the reorganization or consolidation of one or more schools or programs; the reduction in available funds for any program that results from a decline in enrollment; or the withdrawal or reduction in resources from federal, state or other sources, the Superintendent shall consider all viable alternatives to the layoff or termination of Teachers (hereinafter referred to as "employees") including projected attrition, retirement, expiration of temporary assignments, voluntary leaves of absence, reassignment, reclassification, reduction in work schedule and displacement and any recommendation made by the Federation. The Superintendent shall also bargain with the Federation over the potential impact of any reduction in force as allowed by law and consistent with the collective bargaining agreement between the Board and the Federation.

Section 8:02 - Involuntary Transfers

An involuntary transfer is the involuntary movement of an employee from one school or worksite to another school or worksite. Reassigning an employee from one grade level, subject matter or class to another at the same worksite or school is not an involuntary transfer. The parties understand and agree that the reassignment of teachers within a school or worksite from one class, subject matter or grade level to another is governed by Section 9:33 – Teaching Assignments of this Provision. Also, the reassignment of an itinerant

employee to a different worksite or school is not an involuntary transfer. Involuntary transfers may occur for any of the following reasons:

- When new buildings open;
 - When a facility is closed;
 - When there is a decline in student enrollment;
 - To staff new schools or programs;
 - To adjust for loss of classes or programs; or
 - To avoid reductions in force.
1. Before involuntarily transferring any employee, voluntary transfer to a vacant position at another school or worksite will be offered to those whose transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over Transfer Day and Job Fair applicants.
 2. It is recognized that there might be more than one employee willing to transfer; and, in such case, the vacant position will be awarded to the employee certified for the position with the greatest system-wide seniority. If two (2) or more employees desire the vacant position and have equal certification and system-wide seniority:
 - A. The position will be awarded to the employee with the greatest amount of academic preparation. (Academic preparation shall be measured as a major or advanced degree in a subject area);
 - B. Thereafter, all things still being equal, the position will be awarded by lot.
 3. If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are certified using the following criteria:
 - A. Performance and effectiveness as determined by School Board Policy.
 - B. The employee(s) with the least building-level seniority;
 - C. Where building-level seniority is equal, the employee(s) with the least system-wide seniority will be involuntarily transferred; and
 - D. Where building-level and system-wide seniority are equal, selection for involuntary transfer will be made by lot.
 4. The parties recognize that certified teachers who agree to teach courses or subjects outside of their area of certification to cover the shortage of certified teachers benefits the School System and the students of St. Tammany Parish. The parties also recognize that such teachers spend considerable time and resources in achieving the additional certifications and agree that they should not be penalized for doing so. Accordingly, for purposes of this Article, "certified" employee shall include a certified employee on a temporary teaching assignment who is working toward an additional certification in another area. The parties agree that it is consistent with the goal of having certified teachers in the classroom for a certified teacher to accept a temporary teaching assignment and agree to work toward an additional certification in another area.
 5. Employees who are involuntarily transferred shall have the right to return to the schools or worksites from which they were transferred in order of system-wide seniority, provided a permanent vacancy for which they are certified occurs at their former schools or worksites prior to the first pupil attendance day of the school year following the school year in which their transfers took place. The parties understand, agree, and confirm the past practice that when more than one employee wishes to return and fill the same vacancy and the employees wishing to return have equal system-wide seniority, lots will be drawn to select the employee who receives the position. Employees interested in returning to their former schools shall notify the Department of Human Resources. An employee interested in returning to his former school or worksite shall notify the Department of Human Resources. In accordance with past practice, where the need to reduce one or more positions in a program or department at a particular school or worksite results in the need to involuntarily transfer an employee, the affected employee will not have the right to the position held by another employee at that school or worksite who is not in the department or program, even though that position is held by an employee with less building or system-wide seniority.
 6. Where the entire student body of a school building or an entire grade, department or classification of employee (for example, kindergarten teachers) is moved en masse to another school or worksite or divided between two or more schools or worksites, employees shall be transferred with their classes if their classes also move intact to a new location. If their classes are divided or split among new locations or cease to exist in their present form as a result of the move, transfers to the new location or locations will be made in accordance with the criteria set forth in subsection (C) above.
 7. Any employee who is involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.
 8. An employee on sabbatical leave shall be notified if his position is subject to being abolished. Such notification shall be by certified mail, return receipt requested.
 9. An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article III – Discipline (Provisions Common to All Employees), shall be observed.

Section 8:03 - Voluntary Transfers

A voluntary transfer is the voluntary movement of an employee from one worksite or school to another worksite or school. Any member

of the Bargaining Unit shall have the right to request a voluntary transfer.

**Teachers and Bus Drivers see specific information in individual section. **

1. A voluntary transfer is the voluntary movement of an employee from one worksite or school to another worksite or school. Any member of the Bargaining Unit shall have the right to request a voluntary transfer.
2. Employees shall remain in their current position at their current site for one calendar year prior to being eligible to request a transfer; if the position the employee is requesting would provide a salary increase, then the employee may request the transfer to the new position prior to the end of the calendar year. Once the employee accepts a new position, the one-year requirement to be eligible to transfer shall commence once again.
3. All known vacancies and new positions shall be posted on the Federation bulletin board located in each school. A copy of the posting shall also be sent by mail to the Federation office.
4. Any employee desiring to transfer from his position to one of the vacant positions must file an application containing such information as may be required by the Department of Human Resources by the deadline established for applying. Vacancy postings shall provide a minimum of seven (7) calendar days prior to the deadline for application. Applications are made available on the STPSB website. Transfer requests forms are available on Moodle.
5. Transfer requests will be determined in filling vacancies based on effectiveness and performance as determined by school board policy. Additional considerations will be:
 - A. When the applicant does not have the needed experience for the position;
 - B. When the position requires special qualifications;
 - C. Where the position requires special training;
 - D. If the applicant is not willing or able to assume special responsibilities required by the position, as specified at the interview;
 - E. When the applicant is not the individual objectively deemed best able to meet the needs of the school or building site; and/or
 - F. When the principal or building supervisor deems it appropriate, based on the criteria number (4) and (5) above, to review the qualifications of new applicants prior to making his decision, in which case all applicants will be considered for the position before it is filled.
6. The principal or building supervisor will then make a recommendation to the Department of Human Resources.
7. The principal or building supervisor shall provide detailed written reasons, on request of any unsuccessful applicant, through the Department of Human Resources, explaining the basis for the selection he made.
8. A transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.
9. The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

Section 8:04 - Critical Shortage

In the event the job classification covered by this contract becomes a critical shortage classification, the Superintendent may develop and implement a critical shortage plan for the purpose of hiring and retaining employees in this classification. Before implementing such a plan, the Superintendent will consult and work with the Federation President in developing the plan.

Section 8:05 - Reduction in Force

1. Board Notification
 - A. Prior to instituting any reduction in force, the Superintendent shall present his or her plan for the reduction in force at an official Board meeting.
2. Notification of Layoff
 - A. No employee shall be laid off without first having been given at least 45 days' notice of layoff prior to its effective date.
 - B. Notice shall be sent by certified mail, return receipt requested, to the employee's address, as it appears on School System records. It shall be the responsibility of each employee to see that his current address is on file. Notification sent to the address of an employee on file as specified herein shall be deemed adequate notification of layoff.
 - C. An employee notified of layoff may request a review of the decision by placing the request in writing and sending it to the Superintendent. The Superintendent shall consider the request and provide the employee with the results of the review. If the employee is dissatisfied with the results of the review, the employee may pursue the matter by filing a grievance.
3. Procedure for Implementation
 - A. In order to accomplish the reduction in force, the least effective employee within each layoff targeted subject area or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many employees as necessary to accomplish the reduction by proceeding based on effectiveness rating until the number of employees to be laid off has been reached. In determining effectiveness, the Superintendent shall rely on the evaluation an employee receives pursuant to the performance evaluation program established pursuant to La. R.S. 17:3881 through 17:3905.
 - B. In cases where two or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employee or employees shall be laid off first. When employees have equal seniority and certification, those with the lowest amount of academic preparation will be laid off first. For purposes of this Article, academic preparation shall be measured as a major or advanced degree in a subject area. If academic preparation is equal, the person with the lower number of years teaching the subject in the St. Tammany Parish School System will be laid off first. Thereafter, selection for layoff shall be by lot.

4. Re-employment Rights
 - A. Employees receiving notification of layoff shall be eligible for recall or re-employment for three (3) years after being placed on layoff. No new positions will be filled until all employees on layoff have been recalled provided those on layoff are certified to teach the subject matter required. Recalls will be made within areas of certification by recalling the most senior person on layoff who is certified to teach the course for the existing vacancy(s). If there is no employee on the recall list certified for the vacancy, the most senior person on the recall list willing to work towards the certification required will be awarded the job before any new employee is hired.
 5. Recall List
 - A. A recall list shall be provided to the Federation and shall be amended semiannually thereafter.
 6. Recall Notices
 - A. The notice of recall shall be made by certified U. S. mail, return receipt requested, properly addressed to the last address given to the School System by the employee being recalled.
 - B. If the employee being recalled fails to accept the position being offered, in writing, within 15 calendar days, if offered during the school year, or 30 calendar days, if offered during the summer recess, it will be considered that the employee has refused the recall offer thereby eliminating all re-employment rights of the employee.
 7. Recall - Restoration of Seniority and Leave
 - A. An employee who is laid off and re-employed shall be reinstated with maximum credit for the time already served. An employee who is recalled after being laid off shall have restored to him all of the unused leave he had accrued on the effective date of the layoff.
 8. Maintenance of Group Health and Life Benefits
 - A. An employee on layoff remaining on the recall list will be permitted to maintain in full force any Group Health and Life Insurance benefits for which he is eligible under this Agreement and which the law will permit him to continue in effect provided that he makes satisfactory arrangements with the Department of Human Resources to pay the full cost or the full premium for such benefits in advance of it becoming due.
 - B. "Full cost" or "full premium" means the entire amount needed to fund the employee benefit in question irrespective of whether part would ordinarily be paid by the employee and part paid by the Board.
 9. Substitute Employment Preference
 - A. Employees on the recall list shall be entitled to preference for employment as day-by-day substitutes if requested in writing.
 - B. Each school shall be given a list of employees awaiting recall who desire such employment.
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ARTICLE IX - WORKING CONDITIONS

Section 9:01 - Assault and Battery

1. Any employee who is allegedly the victim of an assault and/or battery sustained in connection with his employment shall report the same immediately to his supervisor who, in turn, shall immediately report the claim to the Risk Manager. A written incident report must be completed by the supervisor based upon the allegations of the employee, at the time of the initial claim, with a copy being provided to the employee. Depending upon the severity of the alleged injuries, the supervisor may relieve the employee of their duties for a period of time, up to the remainder of the day and provide resources for counseling (Employee Assistance Plan).
2. The Supervisor will then investigate, obtaining any relevant video surveillance, and make a final written report regarding the incident to the Risk Manager and the affected employee within five working days. In certain cases where there are significant injuries or when other extenuating circumstances arise - such as the need for law enforcement to complete their investigation of an incident - the standard investigative period may require extension. Should such an extension become necessary, the Risk Manager and the affected employee will be formally notified in writing. This notification will include a clear explanation of the reasons for the extension, ensuring transparency and maintaining open communication throughout the process.
3. When charges of assault or battery against an employee are made, the supervisor shall suspend the student from school immediately and the student shall be removed immediately from the school premises without the benefit of the out-of-school suspension procedures. Additional actions may be taken which shall include but not limited to calling for the assistance of police or school resource officer, and notifying the Assistant Superintendent of Administration. Nothing contained in this provision shall prevent the victim from contacting law enforcement authorities. Any employee has the right to report or testify regarding the assault and/or battery to administration, law enforcement, or the judicial system.
4. A student who allegedly commits assault or battery on a member of the Bargaining Unit shall be disciplined in accordance with the *Handbook on Attendance, Discipline and Student Records*. In accordance with RS 17:416, except when the school system has no other school or suitable grade level for the student to attend, no student found guilty by a court of competent jurisdiction of violating the provisions of R.S. 14:34.3 (Battery of a School Teacher) or 38.2 (Assault on a School Teacher), or both, or found guilty at a school system suspension hearing of committing a battery or assault on any school system employee, or both, shall be assigned to attend or shall attend the school to which the school employee battered or assaulted by the student is assigned.
5. The employee shall be notified as soon as possible of the date, time, and location of the expulsion hearing, and shall be invited, but not required to attend. The hearing shall be conducted in accordance with the Board's policy for the disciplining of students. The employee shall have the right to present testimony at the hearing or may submit a written, signed statement regarding the incident

to the hearing officer. Employees who attend expulsion hearings under this Section shall not suffer a loss of pay or any current or accrued sick, personal and/or emergency leave. Such persons shall be classified as absent due to official school business. The Administration or Board shall not reinstate a student or rule that the assault and/or battery was provoked, without offering the employee against whom the assault and/or battery was made the opportunity to testify at the expulsion hearing.

6. When the assault and/or battery is witnessed by other adult(s), the person(s) witnessing the assault and/or battery shall be allowed to submit a written, signed statement.
7. Employees who are the victim of assault and/or battery shall be allowed to request to the administration to archive the associated footage.
8. The School Board reserves all of its defenses and rights under Louisiana law, including but not limited to those contained in Title 23 of the Louisiana Revised Statutes and those enumerated in La. R.S. 17:1201 *et seq.*, especially those defenses related to challenging medical causation, the extent of injury, and the ability to return to work following an incident.

Section 9:02 - Any and All Duties Assigned

The phrase “any and all duties as assigned” or similar language found on job descriptions shall be limited in scope to tasks reasonably associated with the essential duties of the job class.

Section 9:03 - Bus Schedules

The Superintendent and the Federation representatives will work cooperatively with the Director of Transportation to delay student arrival time in advance of the start of school in an effort to minimize the amount of bus duty time served by employees. This effort will be given a high priority by all concerned and will consider geographical realities, the number of buses and drivers in service and what best serves the interest of the students.

Section 9:04 - Call Out Compensation

1. Twelve-month employees who receive pay for school holidays or emergency days and who are called out to their worksites to perform work on such days will be paid double time for all time worked in addition to their pay.
2. Twelve-month employees who are not on duty and are called out to their worksites to perform work on a non-holiday (e.g. after regular working hours, weekends, scheduled day off) shall be compensated in accordance with the Fair Labor Standards Act, but shall be guaranteed a two (2) hour minimum.
3. All twelve-month employees who are called out to their worksites to perform work at times outside of their regular schedules (e.g. after regular working hours, weekends, scheduled time off) shall be compensated in accordance with the Fair Labor Standards Act, but shall be guaranteed a two (2) hour minimum, except as follows: custodians responsible for turning off alarms, or other employees whose call outs are part of their routine responsibilities shall be compensated in accordance with the Fair Labor Standards Act but shall not be guaranteed a minimum.
4. The employee shall decide whether to compensate his overtime with extra pay or with compensatory time off. NOTE: this decision can only be changed annually.

Section 9:05 - Digital Misconduct

1. Students that record an employee or screen capture an employee image without their knowledge or permission shall be subject to discipline according to the Handbook on Attendance, Discipline and Student Records. This shall include all forms of video and sound recordings, including but not limited to digital manipulation of images, video recordings, and sound recordings for the purposes of producing memes, GIFs, videos, and other forms of digital media without the permission or knowledge of the teacher.
2. If the media constitutes video voyeurism as defined by Louisiana Revised Statute Tit. 14, § 283, or a violation of any other criminal statute, law enforcement shall be notified immediately, and the student shall be excluded from campus pending further investigation and may be subject to the disciplinary process. In no circumstance should an employee of the school system (other than the victim) be allowed to view this footage outside of legal proceedings.
3. If the occurrence of the immoral, offensive, and/or degrading media being shared happens during the school day, the supervisor may relieve the employee of their duties for a period of time up to the remainder of the day, provide resource for counseling (EAP). The employee shall not suffer a loss of pay or any current or accrued sick, personal and/or emergency leave. Such persons shall be classified as absent due to official school business.
4. Nothing contained in this provision shall prevent the victim from contacting law enforcement authorities. An employee who is absent because of any judicial proceedings relating to the student’s actions shall be classified as official school business and shall receive full salary without loss of sick, personal or emergency leave. Victims shall suffer no reprisals for reporting the offense or pursuing justice.

Section 9:06 - Employee’s Children-School Attendance

1. An employee’s children may attend the school at which the employee is assigned, or may attend its feeder schools.
2. An employee who does not have a base school site may choose to send their children to any school of his choice.
3. Employee Out of District waivers may be revoked at any time due to absenteeism, grades, or discipline. If revoked, the student will have to return to the school for which he resides.

Section 9:07 - Employee Evaluation

1. Employees will be evaluated by the principal or administrator in charge of the building to which they are assigned.
2. Within (10) working days of the official written evaluation of any employee, the evaluator shall provide a copy of the evaluation and meet with the employee to discuss the evaluation and to render constructive assistance.
3. Copy of evaluation forms will be given to the following people
 - A. one (1) for the employee,
 - B. one (1) for the principal in charge of the building to which employee is assigned, (if applicable):
 - C. one (1) for the Supervisor of department involved (if applicable):
 - D. and one (1) for Human Resources Department.
4. The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable through the grievance procedure established in the Agreement but the same shall not be arbitral.

*Additional information specific to each job class's evaluation process may be found in specific sections accordingly.

Section 9:08 - Employment Screening/Employment Questionnaires

1. The Board shall provide for fingerprinting of new employees as required by law. This shall be at no cost to the employee. The Board shall pay all expenses for the fingerprinting procedures.
2. The Federation and Management are committed to protecting the confidentiality of all employee medical information. The sole intention in asking employees to fill out the State Second Injury Fund (SIF) annually is to potentially save money through reimbursements on qualifying Workers' Comp claims involving pre-existing conditions and injuries.
 - A. Completion of the SIF Questionnaire is a job requirement. Failure to complete and submit the questionnaire could subject an employee to the disciplinary process.
 - B. Access to the information in the confidential SIF medical questionnaire shall be limited to the Superintendent, the Assistant Superintendent of Human Resources, Director of Human Resources, Risk Manager and Risk Management staff, and designated Human Resources personnel. Under the direction of HR, all district employees tasked with handling this highly confidential information have been or shall be trained in the proper handling of any and all confidential information. Both federal and state law govern the disclosure of protected health information and do not allow for disclosure that is not authorized by law without the consent of the employee. All district employees authorized to handle the completed SIF Questionnaires shall sign confidentiality agreements to be included in their personnel files.
 - C. Once each medical questionnaire is received, it shall be scanned by authorized personnel into a secure database and the hard copies will be maintained in a secure location in accordance with the records retention schedule (Workers' Compensation = active period plus five years). The SIF medical questionnaire shall not be included in employee personnel files.
 - D. The information contained in the SIF medical questionnaire shall only be accessed for the purpose of making a claim to the State Second Injury Fund or verifying the accuracy and completeness of the information provided by the employee.
 - E. The information obtained in the authorization shall not be used to discriminate in any manner against the individual who is the subject of this authorization on any basis, in violation of the Americans with Disabilities Act of 1990, 42 U.S.C. §12101, *et seq.*, or any other state or federal law.

Section 9:09 - Equitable Distribution of Overtime

Overtime shall be offered on an equitable basis, but nothing herein shall require the employer to equalize overtime among members of the Bargaining Unit.

Section 9:10 - Faculty Lounge and Facilities

1. A telephone will be made available for necessary calls if needed.
2. Employees shall have access to employee lounges at their worksites.
3. When parking facilities are available for teachers in an existing school location, such facilities shall also be available to support employees for their personal automobiles.
4. When feasible, worksites shall have a dedicated area for food service workers to take breaks and a secure place to keep their personal belongings while working.
5. An effort will be made to convey emergency telephone messages to bus owners/operators and bus attendants at their base schools.
6. Speech pathologists, speech therapists, pupil appraisal personnel, resource helping teachers/technology resource teachers, Mental Health Providers, and school counselors shall be assigned office space or a working area and shall be given access to a private telephone and to a computer terminal at their school sites or at their places of regular assignment. They shall be given a private area for conferences unless the demand for private space in the physical layout of the building or facility at which the conference is to be held makes accommodation impractical. In such a case, the conference will be rescheduled as space permits.
7. Telephone messages shall be conveyed to employees. Emergency messages shall be conveyed immediately.
8. Separate restrooms for adults and students shall be maintained at each school site.

Section 9:11 - General Medical Examination

If the Board orders an employee to undergo a medical examination by its designated physician as a condition of continued employment or as a condition for return to employment from leave, the Board shall pay the costs of such examination.

The Board shall reimburse employees for any medical tests which the Board requires because of exposure to any contagious disease or infestation during the course and scope of employment.

Section 9:12 - Health and Safety

1. While it is the responsibility of employees to assure the safety and well-being of students, the Board shall require no action to be taken which clearly endangers the health or safety of employees.
2. The Board shall provide for fingerprinting of new employees as required by law. This shall be at no cost to the employee; the Board shall pay all expenses for the fingerprinting procedures.
3. Employees shall not be required to enter a building alone or remain alone in a building with the exception of the head custodian or designee or maintenance worker.

Section 9:13 - Holidays

The following holidays will be observed:

| | |
|-----------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King, Jr. Day | Labor Day |
| Mardi Gras | Thanksgiving |
| Easter | Christmas |
| Memorial Day | |

In the event any of the foregoing holidays should fall on a Saturday or Sunday, they will be observed on a Friday or Monday, respectively. A minimum of 13 holidays per year shall be granted. As long as Fair Day is observed by the Board, it will be a 14th guaranteed holiday. Depending on the days on which holidays such as Christmas, New Year's and Independence Day fall, holidays may be increased. Additional holidays may be declared by the Superintendent. Notification of such additional holidays shall be posted timely. When the Fourth of July falls on a Tuesday or Thursday, the prior Monday or following Friday will be a holiday for all employees.

Section 9:14 - Job Responsibilities

Bargaining Unit members shall be assigned a schedule of specific responsibilities to be performed on a routine basis. Responsibilities shall be assigned equitably.

Section 9:15 - Personal Tasks

Employees shall not be required to perform personal errands or tasks unrelated to their duties for any system employee.

Section 9:16 - Recording Devices

Recording devices will not be used during employee conferences unless the administrator holding the conference and the Federation agrees that it is needed. Recording must be done through the Information Technology Department of the School Board. In the event a recording of a meeting is agreed upon by both parties, both the Federation and administration will be entitled to a copy of the recording.

Section 9:17 - Responsibility/Damage to School Property

An employee shall not be monetarily responsible for damage caused as a result of his lack of knowledge in performing his assigned duties provided such damage is not the result of a willful or intentional act.

Section 9:18 - School Calendar

1. A one-year school calendar shall be developed two years in advance with the input of all System employees. A School Calendar Committee shall be formed consisting of the following individuals.
 - A. Superintendent or designee;
 - B. The Federation President;
 - C. One elementary employee appointed by the Federation;
 - D. One junior high school employee appointed by the Federation;
 - E. One high school employee appointed by the Federation;
 - F. One elementary principal appointed by the Superintendent;
 - G. One junior high school principal appointed by the Superintendent;
 - H. One high school principal appointed by the Superintendent;
 - I. One paraprofessional appointed by the Federation;
 - J. One custodian appointed by the Federation;
 - K. One maintenance employee appointed by the Federation;
 - L. One bus owner/operator or operator appointed by the Federation;
 - M. One cafeteria worker appointed by the Federation;

- N. One clerical employee appointed by the Federation;
 - O. One bus attendant appointed by the Federation; and
 - P. Two parents appointed by the Superintendent.
2. No later than March 1st of every school year, this Committee shall develop one or more versions of the school calendar to be voted on by all System employees. The vote referenced herein shall take place no later than March 30th of every school year. The school calendar accepted by a majority of the System employees shall be implemented the year after the next school year
 3. The meeting will be conducted according to Robert’s Rules of Order and will begin with nominations and voting for a Chair and a Secretary. Both Management and the Federation are encouraged to bring one or more draft calendars to the meeting.
 4. Voting will be done electronically through the employee email system. The Federation president will be allowed to inspect the numerical votes upon request.
 5. If an annual convention of the Louisiana Federation of Teachers shall be conducted during the first three (3) working days of Thanksgiving week, such days shall not be scheduled as employment days.
 6. Final calendar approval will be based on Board authorization.

Section 9:19 - Transportation of Students

Employees shall not be required to transport students in their personal automobiles. If employee volunteers to transport students, it must be agreed upon by the employee, administration, and parent/guardian in writing prior to the transport.

Section 9:20 - Vacation

Twelve-month employees will earn vacation days in accordance with their years of employment with the St. Tammany Parish School Board, as follows:

| <u>Years of Employment</u> | <u>Total Number of Vacation Days Earned Annually</u> |
|----------------------------|--|
| Over 1 but less than 5 | 10 |
| Over 5 but less than 10 | 12 ½ |
| Over 10 but less than 15 | 15 |
| Over 15 but less than 20 | 17 ½ |
| Over 20 | 20 |

Employees are to use their vacation beginning with the first year in which it is accrued. Vacation must be approved by management. A maximum of five (5) days of vacation may be carried forward to the next fiscal year. Any vacation not carried forward will be lost.

Considering that an employee may use his vacation days commencing with the first year in which vacation is being accrued, an employee may use up to the full number of vacation days he will earn in any fiscal year during that fiscal year commencing with the first fiscal year of his employment. Consequently, the parties understand that an employee may actually use a certain number of vacation days during a given fiscal year prior to his actually having earned those days. In the event an employee becomes separated from employment with the St. Tammany Parish School System and has used vacation days which he has not yet earned, an adjustment for the vacation days taken but not yet earned shall be made by withholding an appropriate amount from any final pay due the employee. If there is insufficient or no pay due the employee upon separation from employment, the employee shall repay the Board by personal check or money order.

When an employee is on leave without pay, vacation will not accrue during this time.

When an employee separates from employment with the St. Tammany Parish School System, he shall be compensated for all accrued and unused vacation days at his current rate of pay.

Section 9:21 - Probationary Period for Support Employees

There will be a six (6) month probation period for the hiring of all support employees. At the end of the six (6) month probation period, the support employee’s performance will be evaluated by their Supervisor. At least one Just Cause hearing should be held within the six-month period if the support employee’s six-month evaluation indicates that the employee cannot perform the duties associated with the position before any separation occurs.

ARTICLE X - DISCIPLINE

Section 10:01 - Complaints Against Employee

1. If the employee becomes the subject of a complaint:
 - A. Any discussion between the Administration and the employee regarding the allegation shall be conducted in a private setting where others are not around;
 - B. Prior to any formal action of a disciplinary nature being taken, a Just Cause conference shall be conducted between the administrator and the employee in accordance with the provisions of this Article;
 - C. The Administration shall, at all times, proceed in a manner which assumes the innocence of the employee until such time as the allegation is supported by evidence to the contrary;

2. The Board shall defend and hold harmless any employee for actions fully within the course and proper scope of employment as is provided in La. R.S. 17.416.3 and 17.416.4.
 - A. If the accusation(s) is (are) determined to be unfounded, a letter indicating such will be placed in the personnel file.

Section 10:02 - Just Cause Procedure

1. Prior to taking formal disciplinary action against any employee, the employer shall convene a Just Cause conference with the employee. A notification letter shall be given to the employee at least 48 hours prior to the Just Cause hearing, excluding weekends/holidays, in order to secure Federation representation. The notification letter will include the date, time and location of the Just Cause conference. Also included will be the general category of the infraction (i.e. unprofessional conduct) and a brief description of the reason for the Just Cause conference. A copy of the notification letter shall be signed by the employee and the original will be sent to the Assistant Superintendent of Administration. The employee shall appear with his Federation representation unless he expressly disclaims the representation of the Federation. If he disclaims the representation of the Federation, he shall so indicate on an official disclaimer form to be printed in quadruplicate and made available by the Administration. One (1) copy of the disclaimer form shall be placed in the employee's personnel file, one (1) copy shall be given to the employee, one (1) copy shall be given to the Superintendent and one (1) copy shall be mailed or emailed to the Federation.

No more than two (2) Federation representatives shall be present and speak on behalf of an employee at Just Cause conferences.

Federation representative means any individual, exclusive of legal counsel, authorized by the Federation to represent Federation members and Bargaining Unit employees. The Federation will send a list of authorized Federation representatives and building level representatives to the Assistant Superintendent of Administration at the beginning of every school year. The list will be updated as needed.

2. One purpose of this conference will be to fully explain to the employee the reasons why disciplinary action is being considered or why it may be warranted before any discipline is imposed.
3. Another purpose of the conference is to give the employee the opportunity to present any information, evidence or mitigating circumstances which he believes should preclude or moderate any disciplinary action.
4. Per request, the employee's building level file shall be available at the Just Cause conference for review by the employee and by the employee's Federation representative during the Level 1 conference at the employee's worksite. If there is a dispute concerning what is or is not contained in the employee's official personnel file, meaning the file maintained by the Department of Human Resources, this file may be requested from the Department of Human Resources and be available for review before the outcome of the conference is determined. The official personnel file shall be available for review upon request at the Level II Just Cause conference.
5. After conclusion of a Just Cause conference, the administrator or supervisor conducting the conference shall deliberate and communicate his decision in writing to the employee. The employee will sign a copy of the decision letter and be given a copy with the original being sent to the Assistant Superintendent of Administration. If the employee did not waive his rights to representation, then the Federation will also receive a copy of the decision letter via mail or email.
6. If the decision involves the suspension, dismissal, nonrenewal of an employee's Agreement or demotion in rank of an employee, the administrator or supervisor shall make his recommendation in writing to the Superintendent. The employee will sign a copy of the recommendation letter and be given a copy with the original being sent to the Assistant Superintendent of Administration. If the employee did not waive his rights to representation, then the Federation will also receive a copy of the decision letter via mail or email.

The Superintendent shall either affirm, modify or overrule this written recommendation after hearing the results of the Level II Just Cause conference. The result letter from the Level II Just Cause hearing will be mailed to the employee with a copy being mailed or emailed to the administrator or supervisor. If the employee did not waive his rights to representation, then the Federation will also receive a copy of the decision letter via mail or email.

7. Anonymous complaints shall not be used as the basis for an employee's reprimand or discipline. At the employee's request, a copy of all witness statements will be given to the employee and Federation representative. For witness statements involving students, all student names will be redacted. Under no circumstances shall an employee question anyone regarding a witness statement or discuss any details relative to the Just Cause conference aside from Federation representation or administration.
8. Employees understand that there will be no discipline except with Just Cause.
9. At any time during a Level 2 Just Cause conference, the Federation and/or the administration may request, in writing, a continuation for no more than 5 additional working days to gather and/or present more evidence.
10. If an employee desires to refute or respond to any disciplinary decisions, refer to Rebuttal or Response procedures.

Section 10:03 - Public Reprimand Prohibited

The Board agrees that it is inappropriate to reprimand employees in the presence of other employees, students, parents, or others. No employee shall be reprimanded in front of any parent, teacher, pupil, or other person except within the context of a grievance, disciplinary hearing, or disciplinary conference. A reprimand is understood to be an official warning that a manager or supervisor gives an employee in an attempt to improve unwanted behavior. It is also understood by the parties that the provisions of this Article will not apply to any "reprimand" delivered in public during the course of a public confrontation or disturbance created by an employee, when the employee has refused a directive to retreat for a private discussion.

Section 10:04 - Sexual Harassment

A sexual harassment complaint by an employee against another employee or against a supervisor shall be processed and resolved in accordance with the Board's policy on sexual harassment. In situations where the Superintendent determines that an employee has committed a serious violation of the sexual harassment policy, the parties agree that the Superintendent may transfer said employee involuntarily and that the involuntary transfer provisions of this Agreement may be superseded. However, the Board's sexual harassment policy shall not supersede the discipline or grievance and arbitration provisions of this Agreement which may be invoked by any employee disciplined or involuntarily transferred.

ARTICLE XI - INFORMAL COMPLAINTS AND CONFERENCE PROCEDURE

1. A sincere attempt shall be made to resolve any complaint or potential grievance. The parties acknowledge that an employee and a principal or supervisor may resolve problems on the job through free and informal communications. Accordingly, any employee with a complaint, problem, or possible grievance may schedule an appointment with his principal. No principal shall refuse to informally meet with an employee. The employee shall have the right to have a building representative present at such a meeting, but it is not required. If the worksite does not have an established building representative, an authorized representative of the Federation may attend.
 2. The informal complaint and conference procedure is not part of the grievance procedure established in this Agreement and no decision made as a result of the informal conference shall establish precedent.
 3. If an employee requests an informal conference with his principal within ten (10) working days of the potential grievance arising and if the potential grievance is not resolved at the informal conference, it may be submitted within ten (10) working days of the informal conference as a grievance in accordance with Step I of the Formal Grievance Procedure hereunder.
 4. The time limitation for the informal conference may be extended by mutual agreement of the employee and his principal. Any documentation developed during the informal conference will not be placed in an employee's personnel file.
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ARTICLE XII - GRIEVANCE AND ARBITRATION PROCEDURE

Section 12:01 - Statement of Cooperation

Administration and the Federation agree that they will use their best efforts to encourage the informal and prompt settlement of disputes which may arise under the terms and conditions of this Agreement.

Section 12:02 - Definition of Grievance

A grievance is a complaint by the Federation that there has been, according to the grievant, a violation, of any provision of the Agreement. Accordingly, the parties agree that any and all disputes arising under the terms and provisions of this Agreement or involving its interpretation shall be resolved in accordance with the grievance and arbitration procedures established herein. Personnel matters, the transfer of employees, and the discipline of employees, involving the removal, discharge or constructive discharge of an employee or involving the disciplinary demotion or reduction in rank of a tenured employee, shall be heard and resolved in accordance with provisions of Discipline (Provisions Common to All Employees) and in compliance with relevant Louisiana law, instead of through grievance and arbitration.

Section 12:03 - Grievance Provisions

1. Each formal statement of a grievance must contain the question at issue, a statement of facts, the specific Article of this Agreement which allegedly is being violated, the relief requested, the signature of the grievant and the signature of an authorized Federation representative.
2. All grievances must be transmitted by U. S. Postal Service or via email with a confirmed receipt, or personally delivered and receipted.
3. An employee shall have the right of representation by the Federation, and only by the Federation, at all steps of the grievance procedure herein, or an employee may choose to decline Federation representation.
4. The Federation retains its right to determine if any grievance, not withdrawn, may proceed to arbitration.
5. Any employee required to participate at a grievance hearing or arbitration during his scheduled work time shall suffer no loss of pay, benefits or leave time thereby.
6. The parties may, upon mutual agreement in writing, extend all grievance deadlines.
7. Upon the failure of the Federation to process the grievance to its next step or to arbitration within the time limits provided in this Article, the grievance shall be deemed resolved by the decision at the prior step.
8. Upon the failure of the Superintendent or his designee to meet any time limit as prescribed in this Article, the grievance shall automatically be advanced to the next higher level.
9. As used herein, "days" shall mean workdays.
10. Meetings held under the provisions of this Article shall be conducted at a time and place which will afford a fair and reasonable opportunity for the grievant and his Federation representatives to attend. When such meetings are held during school hours, the

grievant and his Federation representatives required shall be excused without loss of pay. In class grievances, the Federation shall be the representative of the class and shall act as the nominal grievant. At no level of the grievance process outside of arbitration, shall attorneys be present.

11. All arbitration hearings shall be open to all grievant and non-sequestered witnesses. Such hearings shall also be open to representatives of the parties and to those charged with responsibility for conducting said hearings. All such hearings shall be closed to the press and to the general public except for any hearing required by law to be open.
12. By mutual written agreement, the parties may bypass any step of the grievance procedure.
13. The authority of any arbitrator selected shall be limited solely to construing and interpreting the Agreement, and he shall have no power to add, to modify, or subtract from any of the terms of the Agreement.
14. The fees and expenses of any arbitrator selected under this Article shall be paid by the losing party in the event the grievance is either affirmed or denied in its entirety by the arbitrator. Should the grievance be affirmed in part and denied in part, the fees and expenses of the arbitrator shall be borne equally by the parties.
15. Either party may request the presence of a court reporter for an arbitration hearing. If only one (1) party requests the presence of a court reporter, that party shall bear the cost of the reporter along with the cost of furnishing a copy of the reporter's transcript to the other party. If only one (1) party requests the postponement of an arbitration hearing, that party shall bear the cost of such a postponement.
16. By mutual agreement, a grievance may be settled at any step without establishing a precedent.
17. No action may be taken by the administration against any employee because of his participation in a grievance.
18. No competing labor or teacher organization or its representatives shall have the right to participate at any step/level of this grievance procedure.

Section 12:04 - Grievance Step I — Superintendent's Level

1. Within thirty (30) working days of the occurrence of the event giving rise to a grievance, the Federation shall submit the grievance in writing to the Superintendent or his designee.
2. Grievances filed outside of these deadlines will be considered time-barred and shall not be heard.
3. Upon receipt of the written grievance by the Superintendent, or his designee shall place the grievance on the agenda for the next scheduled grievance meeting. If the Superintendent receives the written grievance less than three (3) working days prior to a scheduled grievance meeting, unless the parties mutually agree otherwise, that particular grievance shall be held over to the next following grievance meeting.
4. Grievance meetings shall be held at the School Board office beginning at 3:00 p.m. on the second Monday of each month, provided this date is not a school holiday. In the event it is a school holiday, the grievance meeting shall be held on the next Monday which is not a school holiday.
5. The Superintendent shall provide the grievant(s) and the Federation with a written disposition of the grievance no later than ten working (10) days following the grievance meeting.

Section 12:05 - Grievance Step II — FMCS

1. If not satisfied with the disposition on any grievance rendered by the Superintendent, the Federation may request to submit such grievance to FMCS Mediation within 10 working days after receipt of the Superintendent's disposition. Both parties would have to agree to move into mediation.
2. All parties understand that the results of the FMCS Mediation session is non-binding.

Section 12:06 - Grievance Step III — Arbitration

If no resolution through mediation is made, the Federation may submit such grievance to arbitration by giving written notice to the Superintendent of its intent to arbitrate within ten (10) working days from the date of the last day of the mediation session or decision to bypass mediation.

1. Within ten (10) working days of submission of a written notice to arbitrate, the Federation shall request the Federal Mediation and Conciliation Service, in writing, with a copy to the Superintendent, to immediately begin selection of an arbitrator. Such selection shall be in accordance with the procedures set out under the FMCS Rules and Regulations.
2. Following his selection, the arbitrator shall schedule a hearing at a time, date, and place mutually satisfactory to the parties.
3. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE XIII - FEDERATION HEALTH AND WELFARE FUND

The Board and the Federation will negotiate annual contributions to the Federation Health & Welfare Fund operated hereunder, in which all System employees, including Bargaining Unit employees, Administration, and Management may participate under the following terms and conditions:

1. The Fund will be a voluntary employee beneficiary association (VEBA) qualified under Section 501(c)(9) of the Internal Revenue Code and organized and administered under Louisiana state law. The Fund is a governmental plan exempt from the coverage of ERISA (the Employee Retirement Income Security Act of 1974). The Fund is not regulated by Section 302(c)(5) of the Labor

- Management Relation Act. The Fund must provide health and welfare benefits, as permitted by law, only for the employees of the Board and officers and staff of the Federation. Any contributions for Federation officers and staff shall be made by the Federation.
2. The Fund may provide for varying levels of participation and benefits provided the Fund does not discriminate on an arbitrary or unlawful basis.
 3. The Board shall not guarantee any particular benefit or level of benefits, nor shall the Board be obligated or responsible in any manner whatsoever to make up any unfunded liability as may accrue.
 4. The Board's sole responsibility and obligation with respect to the Fund shall be to make the contribution(s) specified hereunder, and nothing contained herein shall be construed as creating any additional obligation on the part of the Board.
 5. The Board will collect Federation Health & Welfare premiums. The School Board will provide listings of the premiums collected via email within 5 days of the end of each month. All payments to the Federation will be made via electronic means (ACH or wire transfers). Premiums collected will be sent electronically within 5 days of the end of each month.
 6. The Fund's trustees shall be seven (7) in number and be appointed by the Federation. Only employees of the Board and officers and staff of the Federation shall be eligible for trusteeship. Trustees shall serve without compensation. The School Board's Chief Financial Officer will be allowed to serve on the Board of Trustees as an 8th voting member beginning July 1, 2024. Director and Officer insurance must be provided to cover all Board of Trustee members including the Chief Financial Officer.
 7. For fiscal year 2024-2025, the Health and Welfare Fund balance of the plan shall be used in lieu of the traditional School Board contribution. Future contributions, participation terms, and benefit terms to the plan will be negotiated each year of the contract when salaries and supplemental pay are negotiated.
 8. The Federation must supply the audited financial statement for the Health and Welfare Fund each calendar year no later than July 31st. Detailed accounting reports including profit and loss statement, balance sheet, and detailed general ledger of transactions for the year will also be provided upon request.
 9. Management and the Board agree not to replace the Health and Welfare dental program with another provider unless agreed upon by the parties during a financial reopener.
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ARTICLE XIV - GENERAL SALARY PROVISIONS

Detailed salary, supplements, and reimbursements can be found <https://www.stpsb.org/our-district/departments-and-services/humanresources/salary-schedules>

Section 14:01 - Experience Credit - Salary Scale

Certificated Staff

1. Credit will be given for prior experience in Louisiana public and nonpublic schools and accredited, out-of-state public schools, provided:
 - A. The experience was full-time or half-time;
 - B. The position for which experience credit is sought required a valid Louisiana teaching/ancillary certificate; and
 - C. The employee was certified for the position for which experience credit is sought.
2. Credit will be given for prior experience teaching in colleges or universities, provided the teaching experience for which credit is sought was full-time and not as a graduate assistant.
3. Credit will be given for prior experience as a teacher or instructor in a vocational technical institute, provided:
 - A. The experience for which credit is sought was full-time, and
 - B. Was gained while the employee seeking credit was certified as a teacher for public elementary or secondary schools or vocational-technical institutes.
4. Credit will be given to ancillary personnel, provided:
 - A. The experience for which they seek credit was full-time and in the course of their employment with an organization or institution;
 - B. They held the ancillary certification at the time the work was performed; and
 - C. The work for which they seek experience credit was not in connection with a private practice.
5. Credit will be given for prior military service in accordance with La. R.S. 17:423.
6. Length of employment - all partial years of service shall be combined to determine allowable credit, i.e., two (2) one-half years of experience will only result in one (1) year of allowable credit.
7. All necessary advanced degree documentation must be received by the Department of Human Resources no later than September 15th.

Support Staff

1. Credit will be given for prior, relevant full-time experience or any other job experience classified as support in Louisiana public and non- public schools and accredited, out-of-state public schools.
2. All partial years of service shall be combined to determine allowable credit, i.e., two one-half years of experience will only result in one year of allowable credit.

Section 14:02 - Paychecks

1. Employees shall be paid on the 15th and last day of the month.
2. Employees shall receive their salaries over a 12-month period twice a month. When an employee's payday falls on or during a weekend or Federal Reserve holiday, the employee shall receive his pay the calendar day immediately prior to the weekend or Federal Reserve holiday.
3. All employee paychecks will be direct deposited. All employees must arrange for direct deposit of their checks through the Payroll Department.

Section 14:03 - Financial Re-Opener

Salary, stipends, and other salary schedule pay for future years while under this contract would be negotiated starting February 1st each year and ending on March 31st. A salary schedule must be presented to the School Board for approval in May of each year. Benefits and other contract items would only be negotiated if there are changes in state law or state required procedures or by mutual agreement of the St. Tammany Parish School Board and the St. Tammany Federation of Teachers and School Employees.

PROVISIONS APPLICABLE TO TEACHERS & OTHER CERTIFICATED EMPLOYEES

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ARTICLE I - GENERAL RECOGNITION

The St. Tammany Parish School Board (hereinafter known as the "Board") recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the "Federation") as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time, non-administrative, nonsupervisory employees (hereinafter referred to as "Employees" or "Bargaining Unit Members"). The phrase "full-time or part-time, non-administrative, nonsupervisory employee" means all full-time or part-time:

1. Certified classroom teachers, including TATs and OFATs
2. Curriculum specialists
3. Resource Helping Teachers/Technology Resource Teachers
4. Librarians
5. SWEDLs
6. Coordinators
7. Interventionists
8. Instructional Coaches
9. Social Workers
10. Diagnosticians
11. Counselors
12. Psychologists
13. Speech Therapists
14. Occupational Therapists
15. Physical Therapists
16. Nurses
17. Behavior Coaches
18. Mental Health Providers
19. IEP Facilitators

Specifically excluded from the Bargaining Unit are substitute teachers and private contractors. The parties understand and agree that continued employment is not guaranteed for part-time employees, TATs and temporary state-certificated employees.

During the term of this Agreement, should the Board create a full-time, non-administrative, nonsupervisory certificated position in addition to those enumerated herein, such positions shall be considered part of the Bargaining Unit. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

ARTICLE II - EMPLOYEE EVALUATION

Section 2:01 - In General

All required observations/evaluations shall be completed each year prior to May 1.

1. Observations shall be spread evenly across both semesters for any employees requiring more than one evaluation. As stated in Bulletin 130, at least one of these observations shall be announced and shall include a pre and post-observation conference and one of the observations may be waived for teachers who have earned a rating of highly effective according to the value-added model in the previous year.
2. Unless and until modified in accordance with the provisions of this Article, the St. Tammany Parish School Board evaluation plan in force will remain in effect.
3. Any evaluation plan that may be adopted in accordance with the provisions of this Article shall meet all requirements of the law of the State of Louisiana and BESE guidelines and regulations.
4. The Board and the Federation understand and agree that an effective evaluation plan will serve to assist in identifying any strengths or weaknesses in an employee's teaching skills and job performance in order to record outstanding performance, enhance good performance and to provide assistance.
5. The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable as provided in this Article.

Section 2:02 - Evaluation Plan Inservice

Within two (2) weeks after the beginning of each school year or when the information becomes available from the State, the building principal or designated administrator shall send out an email asking employees if they would want to attend a voluntary evaluation workshop. If there is at least one employee interested in attending, the principal or designated administrator shall schedule, advertise, and conduct a workshop prior to the end of the first month of each school year so as to fully inform each employee regarding of evaluation procedures, standards, and the instruments to be used. Attendance at evaluation plan workshops shall be voluntary.

Section 2:03 - Evaluation Results and Evaluation Conference

The results of any classroom evaluations or observations shall be given to the employee observed or evaluated, and the evaluator shall also meet personally with the employee in order to discuss the results of the observation or evaluation within (10) ten working days following the observation or evaluation. At this conference, the observer/evaluator and the employee may discuss classroom skills and ability or overall job performance. If the evaluation or observation is ineffective or the evaluatee has consistently demonstrated ineffective performance, the employee and his immediate supervisor shall discuss the components of the intensive assistance plan. If an intensive assistance program is developed, the employee agrees that he will satisfy the conditions. Intensive assistance plans must be relevant and constructive.

Section 2:04 - Intensive Assistance Plans

As stated in Bulletin 130:

1. The plan shall be developed with the evaluatee within 30 school days of an evaluation resulting in the initiation of the intensive assistance plan.
2. Placement in an intensive assistance plan shall be conveyed to the employee in writing along with the reasons for the placement and be formally re-evaluated within one calendar year of the initiation of the plan.
3. Shall be developed collaboratively with the employee and must contain the objective needing to be accomplished, an explanation of the support provided, date the program shall begin, date the program shall be completed, a timeline for achieving the objective, procedures for monitoring growth, an explanation of the multiple opportunities for support, and the action that will be taken if improvement is not demonstrated.

Section 2:05 - Evaluation Results - Grievance Procedures

1. An employee who is evaluated shall have the following rights:
 - A. The right to be notified of an Ineffective evaluation result no later than ten (10) working days after the evaluation is complete.
 - B. The right to copies of all documentation relied upon by the evaluator in determining the employee's score. was ineffective.
 - C. The right to rebut the evaluation in writing and have the rebuttal become a permanent attachment to the employee's single, official personnel file.
 - D. Upon written request within seven (7) working days of receipt of the evaluation result, the right to a reconsideration meeting with the evaluator in order to discuss the evaluation, the reasons for the score and whether the evaluator will reconsider the determination that of the employee's was score.
 - E. Within seven (7) working days of the receipt of the evaluation results, or within seven (7) working days of any reconsideration meeting with the evaluator should the employee request such a meeting, whichever is later, the right to grieve the evaluation score to the superintendent.
 - F. The right to union representation at any grievance hearing before the superintendent or his or designee.
2. Grievance Process:
 - A. An employee who grieves his evaluation to the Superintendent must do so in writing by filing the grievance with the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources will date stamp the grievance indicating the date and time it was filed.
 - B. The grievance must set forth the specific, factual reasons why the employee considers the rating or score to be unreasonable, unfair, or an abuse of the evaluator's discretion.
 - C. Within fourteen (14) working days of receipt of a timely grievance, the superintendent or his or her designee shall conduct a formal grievance hearing at the School Board Office beginning at 4:00 PM on the specific date selected.
 - D. No later than ten (10) working days following the grievance hearing, the superintendent or his or her designee shall provide the employee and the Federation with a written decision, either affirming or reversing the score given by the evaluator.
 - E. The superintendent's decision or the decision of his or her designee shall be final and shall not be subject to the grievance process established in Article X – Grievance and Arbitration Procedure (Provisions Common to All Employees); however, an employee may grieve under Article X – Grievance and Arbitration Procedure any failure by the superintendent to follow the foregoing process.
3. Confidentiality:
 - A. Copies of the evaluation results and any documentation related thereto of any school employee may be retained the St. Tammany Parish Public School System, the BESE Board, or the State Department and, if retained, are confidential, do not constitute a public record and shall not be released or shown to any person except as provided by law.

Section 2:06 - Procedure for Approval of Evaluation Plan

The evaluation plan shall be maintained by the Board in accordance with Bulletin 130, action by BESE (State Board of Elementary and Secondary Education), and/or Louisiana Revised Statute.

Section 2:07 - Uniform Application

Any evaluation plan adopted hereunder shall be applied uniformly throughout the St. Tammany Parish School District and any violation of plan procedure or the use of any observation or evaluation instruments other than the ones adopted shall render the results of such observations or evaluations null and void and any record of them shall be removed from an employee's personnel file.

ARTICLE III - INSTRUCTIONAL RESPONSIBILITIES

Section 3:01 - Academic Freedom

1. Consistent with relevant School Board policies and those regulations promulgated by the Louisiana State Board of Elementary and Secondary Education (BESE), the Board and Federation recognize the importance of academic freedom in the study and presentation of facts and ideas concerning humanity, society, the physical and biological world, and other learning disciplines that are relevant and appropriate to the standards. Employees understand that this freedom must be balanced with their primary duty to teach the accepted and adopted standards, curriculum and courses of study. Therefore, employees will responsibly exercise their academic freedom within the scope of their assigned courses, considering the maturity levels of their students.
2. Employees may use supplementary materials that are appropriate and relevant to the curriculum, follow appropriate district policies and procedures, and are consistent with the principles outlined above. Nothing in this section implies an obligation for the Board reimburse employees for such materials. Additionally, no employee shall be required to use or purchase supplementary materials for which they do not receive reimbursement from the Board.
3. Employees should encourage objectivity in students and model a fair and objective approach to controversial issues. Instruction offered should be based on fact and be free from bias.
4. The Board's endorsement of academic freedom does not permit employees to promote personal, political, societal, or religious views in the classroom setting. Employees shall not comment in the presence of students on matters involving collective bargaining disputes or grievances under this Agreement. Employees may express their own views of a personal, political, or religious nature at any time outside of the classroom setting and outside of the presence of students while on the school grounds.
5. The ownership (copyright) of materials produced by employees falls into the following categories:
 - A. Materials produced as a direct result of an assignment (e.g. curriculum developed to fulfill a grant) shall remain the property of the Board.
 - B. Material produced by an employee independently of their assigned duties, and on their own time (e.g. writing a novel or developing software) shall remain the property of the employee.
 - C. Material related to the employee's assignment and developed with the use of Board facilities or technical assistance shall be subject to individual negotiation and contract to establish copyright, ownership, and royalty percentages. In the absence of such contract, the material shall remain the property of the Board.

Section 3:02 - Acceptance of New Students

1. When a new student is enrolled in a school, notice shall be provided to the teacher(s) scheduled to receive each new student as soon as possible.
2. Students shall be assigned to the teacher with the lowest student enrollment where scheduling circumstances permit or unless ability grouping is used in that school, the student has special needs that must be met by a particular teacher or special discipline problems require special assignments.
3. When a student is newly enrolled in a school, the principal shall immediately notify the student's teacher(s) of any severe medical problem or serious discipline history of which he is aware. Prompt notification will be given to teachers when the new student's files become available in the office.

Section 3:03 - Expenditure of Instructional Allocations

Employees shall have meaningful and timely input with regard to the expenditure of instructional monies in their respective schools. Employee's suggestions for such expenditures shall be received by the appropriate department or grade level chairperson. The appropriate department or grade level chairperson will develop a list of potential instructional needs and shall present the list to the principal who shall assign an order of priority. The principal shall then resubmit his prioritized list for recommendations. After receiving faculty comments through appropriate department or grade level chairpersons, the principal shall make the final determination regarding the expenditure of instructional monies.

Section 3:04 - Instructional Time

Instructional time will be in accordance with State law. In the interest of equity, all schools must have the same number of total working minutes, inclusive of instructional time, per day, and year. The Federation and Administration recognize the need for a transition period of no more than one school year to make this a reality.

Section 3:05 - Lesson Plans

The parties acknowledge the critical role of lesson planning in ensuring high-quality education. However, they also recognize that excessive time spent creating formal documentation can detract from the primary focus of teaching and engaging with students. Therefore, the guidelines below are established to balance the need for structured lesson plans with practicalities of teachers' workloads.

1. Recognizing the professional autonomy of educators, teachers are encouraged to develop lesson plans that reflect their individual teaching style, expertise, and creativity with the goal of and meeting the needs of their students. Employees will not be required to submit lesson or unit plans more frequently than weekly.
2. Lesson plans which are incomplete or inappropriate will be revised after consultation with the principal or assistant principal. Administrative oversight will focus on ensuring alignment with curriculum standards and educational goals without unnecessary interference in instructional methods or burdensome requirements, including but not limited to format.

3. Teachers should make available through JCAMPUS their daily lesson plans no sooner than the beginning of class on the first day of the week they are applicable. Lesson plan submissions shall be in the following format: daily learning objectives, due dates of assignments, graded work submission dates, and assessment dates. Any other lesson planning documents should be made available, if requested, during formal and/or informal classroom visits.
4. More formal plans may be requested by administration as part of coaching and support for the teacher.

Section 3:06 - Librarians, Library Responsibility

1. In addition to student instruction, the librarian shall be responsible for general supervision of the library facility in order to provide students and teachers with assistance in using library materials and in order to provide access to the library during the school day.
2. The library may be closed to students if no other personnel is available to maintain access and assistance during a librarian's lunch period.
3. In elementary schools with large school populations, the librarian may develop guidelines for approval by the principal to limit student access while library classes are in progress.
4. All librarians may be utilized for the distribution and collection of Chromebooks in the beginning and end of the year.
5. Librarians shall not be required to handle electronic fee and payment collections with the exception of library specific transactions.
6. Elementary/middle school librarians shall receive planning time equivalent to the teachers at their worksite.
7. In general, librarians shall not be required to do tech support on Chromebooks, including but not limited to assisting with ticketing system, power washing, and key replacement. If needed, junior high and high school librarians may be required to assist with Chromebook related issues not to exceed more than two hours per day. If needed, elementary and middle school librarians may be required to assist with Chromebook related issues not to exceed more than two hours per day but shall not be required to assist during classes taught by librarians, scheduled shelving times, or during their planning period.

Section 3:07 - Mental Health Providers/School Counselors

1. Due to the responsibility of Mental Health Providers and School Counselors to maintain a certain type of rapport and trust with students, these employees shall not be put in a position where they may be required to discipline students including, but not limited to, duty and supervision of ISS classroom. This does not prevent counselors and Mental Health Providers from delivering services in such settings as directed by administration.
2. It is recognized that there are many students being serviced by Mental Health Providers, so these employees will not be required to coordinate standardized testing, 504 meetings, and SBLC meetings.

Section 3:08 - Nurses

1. Effective August 1, 2024, credit will be given for verified prior full-time experience as a Registered Nurse in a clinical/hospital setting as well as previous school nursing experience. Any partial years of full-time service shall be combined to determine allowable credit, i.e., two one-half years of full-time experience will result in one year of allowable credit.
2. The voluntary transfer process for school nurses will align with the voluntary transfer process of support employees.

Section 3:09 - High School Band Directors

For any event where students are performing or rehearsing in an official capacity related to the band program during a scheduled holiday, the days worked will count toward the required hours for High School band directors.

Section 3:10 - Recording of Attendance and Grades

1. Employees linked to the electronic student information system shall maintain student grades and attendance using the electronic student information system, or any other electronic system approved by the Superintendent in a timely manner in order to keep students and parents informed of student progress.
2. No employee will be asked to use another employee's log in.
3. Employees not linked to the electronic student information system shall maintain a physical record of student grades and attendance.

Section 3:11 - Special Education Records – Security

Special Education records shall be secured or disposed of in accordance with law. Regular education teachers with Students with Exceptionalities on their roster shall receive a copy of the student's IEP to be kept in a locked, secured location.

Section 3:13 - Student Discipline

1. The discipline of students shall be in accordance with the *Handbook on Attendance, Discipline & Student Records* and all applicable federal and state statutes, policies and regulations. Discipline imposed in accordance with this Handbook shall have the full support and backing of the Board. The parties recognize that the consistent, fair and uniform administration of discipline is in the interest of the School System and all parties involved in the discipline and control of students will strive, at all times, to consistently, uniformly and fairly administer School Board policy on discipline.
2. The Superintendent shall establish a Discipline Committee to make recommendations regarding any updates, revisions or other modifications to the Handbook. The Committee shall consist of 26 people appointed as follows:

- A. Five classroom teachers with at least one teacher representing elementary, middle or junior high, and high school selected by the Federation.
- B. One Students with Exceptionalities teacher and one paraprofessional to be selected by the Federation.
- C. Two school counselors/Mental Health Providers to be selected by the Federation.
- D. One school bus owner/operator and one bus attendant to be selected by the Federation.
- E. Three principals, one representing elementary, one representing middle or junior high, and one representing high school, to be selected by the Superintendent.
- F. One Child Welfare and Attendance Supervisor to be selected by the Superintendent.
- G. The Superintendent or designee.
- H. One school board member to be elected by the Board.
- I. Three parents, one elementary, one middle or junior high, and one high school, to be selected by the Superintendent.
- J. Three site administrators selected by the Superintendent; and
- K. Three students to be selected by the Superintendent.

This Committee shall also make recommendations and draft guidelines for handling continually disruptive students who are not candidates for evaluation or Special Education.

- 3. The Committee established herein will meet at least annually to review the Board's discipline policies. Should any Committee member need to be replaced during the term of this Agreement, the Superintendent shall fill any vacancies created by his or her appointees and the Federation shall fill any vacancies created by its appointees.
- 4. The Committee shall present its recommendation to the Superintendent for approval and, if approved, he shall then present the recommendations of the Discipline Committee to the Board for its approval. Such policy shall be reproduced and distributed to all employees.
- 5. In cases of serious classroom disruption or emergency, appropriate action shall include immediate notification to the principal and sending a disruptive student to the principal's office for counseling, intervention or detention as may be required.
- 6. Corporal punishment is not permissible in STPPS.
 - A. Corporal Punishment includes using physical force to discipline a student, with or without an object, and includes hitting, paddling, striking, spanking, slapping, or any other physical force that causes pain or physical discomfort.
 - B. Corporal punishment does NOT include:
 - a) the use of reasonable and necessary physical restraint of a student to protect the student or others, from bodily harm or to obtain possession of a weapon or other dangerous object from a student; nor
 - b) the use of seclusion and restraint as provided in R.S. 17:416.21.
- 7. All parents and students shall be informed of the discipline policy at or near the onset of the school year through appropriate publications and/or notices. The president of the Federation shall also be provided with a copy of the *Handbook on Attendance, Discipline and Student Records* at or near the onset of the school year together with any publications and/or notices regarding discipline policies which have been distributed to parents and students. Upon request, Federation staff shall be given access to training materials, such as Safe Schools, so that they may be aware of all policies and regulations relevant to Bargaining Unit members.
- 8. Saturday detention classes shall be continued only if funding is appropriated by the Board. No employee shall be required to supervise or monitor Saturday detention. Those who work shall receive compensation according to the salary schedule.
- 9. School Counselors, Mental Health Providers, Technology Resource Teachers, and Resource Helping Teachers shall not be assigned to administer punishment with respect to students. This shall not preclude counselors from conducting classes on self-esteem or from performing other professional counseling duties for students when students are serving detention, nor shall it prohibit Resource Helping Teachers or Technology Resource Teachers from administering discipline while designated as the acting principal or while teaching class.

Section 3:14 - Student Grades

- 1. No school board member, school superintendent, assistant superintendent, principal, school counselor, other teacher or other administrative staff member of the school or the central staff of a parish or city school board shall attempt, directly or indirectly, to influence, alter, or otherwise affect the grade received by a student from his teacher except as otherwise specifically permitted by this Section.
 - A. A teacher's determination of a student's grade as a measure of the academic achievement or proficiency of the student shall not be altered or changed in any manner by any school official or employee other than the teacher except as provided in this Subsection.
 - B. A school official or employee having authority pursuant to formally adopted written rules and procedures adopted by the governing authority of the public elementary or secondary school to change a student's grade can take such action only upon it being determined that the grade is an error or that the grade is demonstrably inconsistent with the teacher's grading policy.
- 2. A teacher's determination of a student's grade as a measure of the academic achievement or proficiency of the student shall not be used in any manner as a basis for assessing or evaluating the teacher's performance except for grade changes occurring pursuant to the provisions of this Section.

ARTICLE IV - SUMMER SCHOOL & SUMMER PROGRAMS

Section 4:01 - Applications

1. Applications for positions in any then-known summer program shall be on the appropriate form and submitted to the Superintendent or his/her designee by May 1st of each year.
2. Applications shall be submitted electronically prior to the deadline.

Section 4:02 - Pay Rate

1. Summer school employees shall be paid on an hourly basis. Their hourly rate of pay shall be derived by taking the annual rate of pay for the position they held on the previous year's salary schedule, or would have held if now being employed for the first time, and by dividing the same by 181 to yield a daily rate. The daily rate will then be divided by seven (7) to yield an hourly rate.
2. Any other summer program employees shall be paid according to the supplemental salary schedule.

Section 4:03 - Selection Procedure

The following shall be adhered to in the selection of summer school and summer program employees from among those who have applied:

1. A rotating system shall be utilized. Placement on the eligibility list shall be on the basis of the following criteria with no one criteria, other than certification, having more weight than any other:
 - A. Certification;
 - B. Successful teaching experience;
 - C. Overall experience;
 - D. Experience in St. Tammany Parish;
 - E. Subject/grade areas taught;
 - F. Evaluations.
 2. Employees shall be limited to three (3) consecutive years in the summer school or summer program. This may be waived if there are not enough qualified applicants in their subject or grade areas.
 3. Employees shall be notified of their selection and assignments after the completion of summer school registration.
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ARTICLE V - VACANCIES AND TRANSFERS

Section 5:01 - Involuntary Transfers

An involuntary transfer is the involuntary movement of an employee from one school or worksite to another school or worksite. Reassigning an employee from one grade level, subject matter or class to another at the same worksite or school is not an involuntary transfer. The parties understand and agree that the reassignment of teachers within a school or worksite from one class, subject matter or grade level to another is governed by Section 9:33 – Teaching Assignments of this Provision. Also, the reassignment of an itinerant employee to a different worksite or school is not an involuntary transfer. Involuntary transfers may occur for any of the following reasons:

- When new buildings open;
 - When a facility is closed;
 - When there is a decline in student enrollment;
 - To staff new schools or programs;
 - To adjust for loss of classes or programs; or
 - To avoid reductions in force.
1. Before involuntarily transferring any employee, voluntary transfer to a vacant position at another school or worksite will be offered to those whose transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over Transfer Day and Job Fair applicants.
 2. It is recognized that there might be more than one employee willing to transfer; and, in such case, the vacant position will be awarded to the employee certified for the position with the greatest system-wide seniority. If two (2) or more employees desire the vacant position and have equal certification and system-wide seniority:
 - A. The position will be awarded to the employee with the greatest amount of academic preparation. (Academic preparation shall be measured as a major or advanced degree in a subject area.);
 - B. Thereafter, all things still being equal, the position will be awarded by lot.
 3. If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are certified using the following criteria:
 - A. Performance and effectiveness as determined by School Board Policy.
 - B. The employee(s) with the least building-level seniority;
 - C. Where building-level seniority is equal, the employee(s) with the least system-wide seniority will be involuntarily transferred; and

- D. Where building-level and system-wide seniority are equal, selection for involuntary transfer will be made by lot.
4. The parties recognize that certified teachers who agree to teach courses or subjects outside of their area of certification to cover the shortage of certified teachers benefits the School System and the students of St. Tammany Parish. The parties also recognize that such teachers spend considerable time and resources in achieving the additional certifications and agree that they should not be penalized for doing so. Accordingly, for purposes of this Article, "certified" employee shall include a certified employee on a temporary teaching assignment who is working toward an additional certification in another area. The parties agree that it is consistent with the goal of having certified teachers in the classroom for a certified teacher to accept a temporary teaching assignment and agree to work toward an additional certification in another area.
 5. Employees who are involuntarily transferred shall have the right to return to the schools or worksites from which they were transferred in order of system-wide seniority, provided a permanent vacancy for which they are certified occurs at their former schools or worksites prior to the first pupil attendance day of the school year following the school year in which their transfers took place. The parties understand, agree, and confirm the past practice that when more than one employee wishes to return and fill the same vacancy and the employees wishing to return have equal system-wide seniority, lots will be drawn to select the employee who receives the position. Employees interested in returning to their former schools shall notify the Department of Human Resources. An employee interested in returning to his former school or worksite shall notify the Department of Human Resources. In accordance with past practice, where the need to reduce one or more positions in a program or department at a particular school or worksite results in the need to involuntarily transfer an employee, the affected employee will not have the right to the position held by another employee at that school or worksite who is not in the department or program, even though that position is held by an employee with less building or system-wide seniority.
 6. Where the entire student body of a school building or an entire grade, department or classification of employee (for example, kindergarten teachers) is moved en masse to another school or worksite or divided between two or more schools or worksites, employees shall be transferred with their classes if their classes also move intact to a new location. If their classes are divided or split among new locations or cease to exist in their present form as a result of the move, transfers to the new location or locations will be made in accordance with the criteria set forth in subsection (C) above.
 7. Any employee who is involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.
 8. An employee on sabbatical leave shall be notified if his position is subject to being abolished. Such notification shall be by certified mail, return receipt requested.
 9. An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article III – Discipline (Provisions Common to All Employees), shall be observed.

Section 5:02 - Voluntary Transfers

A voluntary transfer is the voluntary movement of an employee from one worksite or school to another worksite or school. Any member of the Bargaining Unit shall have the right to request a voluntary transfer.

1. Employees shall remain in their current position at their current site throughout the current school year prior to being eligible to request a transfer; however, if the time spent in the current position at the current site is during the current school year, but the position the employee is requesting would provide a salary increase, then the employee may request the transfer to the new position.
2. All known vacancies and new positions shall be posted on Federation bulletin board located in each school no later than five (5) days prior to Transfer Day. A copy of the posting shall also be sent by email to the Federation office. Such vacancies which become known thereafter up until the day before Transfer Day shall be posted as they become known.
3. Any employee desiring to transfer from his position to one of the vacant positions must file a transfer request containing such information as may be required by the Department of Human Resources at least five (5) working days prior to Transfer Day; however, employees interested in vacancies posted after this date may submit a transfer request up to and including Transfer Day. Applications submitted on Transfer Day must be received during the registration period. Application forms will be made available in each school building.
4. A "Transfer Day" will be held each school year. All applicants for transfer shall be interviewed on Transfer Day for whatever positions they are certified to hold. Within ten (10) working days following Transfer Day, selections for known vacancies and new positions shall be made and posted, with a copy mailed to the Federation office. It is understood that once a job is accepted, that decision is final for the upcoming school year.
5. Transfer requests will be determined in filling Transfer Day or Job Fair vacancies based on effectiveness and performance as determined by RS 17:81. Additional considerations will be:
 - A. No applicant may be selected for a vacancy outside his area(s) of certification;
 - B. No applicant may be selected who does not possess the level of necessary educational attainment if the receiving school is accredited or in the process of accreditation;
 - C. If the applicant is not willing or able to assume responsibility for extracurricular activity, as specified at the interview;
 - D. When the applicant is not the individual objectively deemed best able to meet the needs of the school; and
 - E. When the principal deems it appropriate, based on the criteria numbered (1) through (4) above, to review the qualifications of new applicants prior to making his decision in which case all applicants will be considered for the position at the Job Fair.

6. The principal shall provide detailed written reasons, on request of any unsuccessful applicant, through the Department of Human Resources, explaining the basis for the selection he made.
7. Positions not filled on Transfer Day, any new vacant positions, or any new teaching positions which have become open since the date of the first posting shall be posted on the Federation bulletin board located in every school building throughout the System for consideration at the Job Fair. Employees not offered a position as a result of Transfer Day will be automatically invited to attend Job Fair. Employees who did not apply for transfer at Transfer Day, but who seek a vacant Job Fair position, must file a transfer request containing such information as may be required by the Department of Human Resources at least five (5) working days prior to Job Fair. Employees interested in vacancies posted after this date may submit a transfer request up to and including the first day of Job Fair. Applications submitted on the first day of Job Fair must be received during the registration period. Application forms will be made available on Moodle and the STPSB website. Anyone applying for a vacant position at the Job Fair will be interviewed and selections will be made within four (4) weeks. After selections are made, they will be posted in the customary manner and a list of those selected will be emailed to the Federation office. It is understood that once a job is accepted, that decision is final for the upcoming school year.
8. A transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.
9. Employees shall have the right to indicate on their transfer request forms a preference for primary grades (K-3) and intermediate grade levels (4-6).
10. The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

Section 5:03 - Coaches' Reappointment/Vacancies

1. An employee who is presently coaching shall be given a written notice should the principal decide not to reappoint said employee to his coaching position. This notice shall be given prior to the principal advertising for a replacement. Written reasons for the decision not to reappoint shall be given at the request of the affected employee. The decision to reappoint shall remain at the discretion of the principal; however, each decision shall not be arbitrary or capricious.
2. When a position which carries coaching duties becomes vacant, the principal shall send a school-wide email and post the vacancy on the school bulletin board for a period of five (5) calendar days and consider any applicants presently assigned to that school. In the event there are no applicants from within the school or if the principal does not select a staff member from the school, the position shall then be posted system-wide for seven (7) calendar days. Should no system-wide applicant be selected, the position may be advertised outside the School System.

ARTICLE VI - WORKING CONDITIONS

Section 6:01 - Assistance at School Events

The Federation and the Board recognize the importance of special events for students and the role they play in the development and education of students. Although employees shall not be required to chaperone or assist at assemblies, dances, sporting events or after school events held after the workday, both the Board and the Federation endorse their past and continuing volunteerism in attending and supervising students at such events such as Hurricane Highlights, Monteleone Magic, etc.; with the exception of either the annual open house or meet and greet whereas all certificated personnel shall attend at the school(s) in which they service. Meet and greet scheduling will be decided by faculty vote at each site to be held either during teacher day or after school hours.

Section 6:02 - Caseloads

The caseloads and/or responsibilities of Pupil Appraisal personnel, speech pathologists, speech therapists, school counselors, adaptive physical education teachers, occupational therapists and physical therapists shall be equitably distributed. The equitable distribution of caseloads and/or responsibilities shall not require the Board to equalize work or caseloads among the professionals covered by this Section.

Section 6:03 - Clerical Duties

Employees will not be required to perform clerical tasks unrelated to their professional duties.

Section 6:04 - Coaches' Rosters

A roster of all coaches shall be posted in each school building within one (1) month after the start of the school year and copies for each coach shall be delivered to each school for distribution. The roster shall include the sport and the school to which the coach is assigned, along with the coach's address and telephone number (provided the coach has not requested that his address and telephone number remain private). A copy of the roster shall also be provided to the Federation.

Section 6:05 - Department Head/Grade Level Chairpersons Selection Procedure

Selection of a Department Head, Department Representative or Grade Level Chairperson shall be in accordance with the following:

1. The Administration shall accept a Department Head, Department Representative or Grade Level Chairperson nominated by himself or a coworker and elected by secret ballot by members of the respective department or grade.
2. The secret ballot election must be conducted anytime from the end of the previous school year to within 30 days of the opening of

school or the declaration of a vacancy in the position. All ballots shall be turned in to a committee consisting of a teacher from each grade level/department for tabulation. Tabulations with ballots attached shall then be given to the principal or designee.

3. Proper Louisiana certification must be held by the employee prior to the election.
4. If the person selected refuses the appointment, a new election will be held.
5. If the appointment is refused by the individual elected in a second election, the principal will appoint any individual of his choice who agrees to accept the position.

Section 6:06 - Duty Schedule

The duty schedule at each school shall be prepared as follows:

1. The principal of each school shall be responsible for determining the non-classroom supervision or monitoring of students, and the number of employees required to perform such duty.
2. The Duty Schedule Committee, appointed by a Federation Building Representative, at each school shall consist of fair representation of the faculty including at least one paraprofessional if paraprofessionals are included in the duty schedule.
3. The duty committee shall prepare a duty schedule for the school that aligns with the principal's duty determinations and ensures an equitable distribution of duties with the goal being to not exceed 90 minutes per week per employee, to the greatest extent possible without compromising student safety. This provision will be revisited during the re-opener.
4. The principal shall not arbitrarily or unreasonably reject a duty schedule proposed by this Committee nor arbitrarily or unreasonably determine the nature of extra duty required and the number of employees required to perform such duty.
5. In the event the principal rejects a duty schedule proposed by the Duty Schedule Committee or if the Committee chooses not to prepare one, the principal shall ensure an equitable distribution of duty.
6. Duty for all itinerant teachers may be assigned only at their home-based schools.
7. The following job titles shall not be required to perform duty: Speech-Language Pathologists, Counselors, Mental Health Providers, and Nurses.
8. This section shall not apply to those teachers volunteering or choosing to have additional duties, and the Board will not be obligated to compensate those same employees for their volunteerism or their choice to perform additional duties, except as outline on the supplemental pay schedule.

Section 6:07 - Eleven - and Twelve - Month Positions - Assessment Teachers/Psychologists/Social Workers

Educational diagnosticians, psychologists and social workers shall have the right to apply for 11- and 12- month positions for which they are certified. No outside personnel shall be contracted for appraisal purposes or evaluations before educational diagnosticians, psychologists and social workers are offered the necessary positions on an extended employment basis.

Section 6:08 - Certificated Personnel Sign In

The Administration shall not require teachers or certificated personnel to record their attendance or arrival time with the exception of itinerant personnel. This would include signing in at the front office.

Section 6:09 - Employee Use of Equipment

Employees may use those machines designated for faculty use in connection with the performance of their duties. If an employee is required to photocopy teaching assignments or other school-related materials, such photocopying shall be at no cost to the employee.

Section 6:10 - Field Trip Coverage

Students not attending field trips will be supervised by employees remaining at their schools. Employees who are required to go on field trips with students will have their transportation, necessary tickets, and entry fees paid for by the school sponsoring the trip.

Section 6:11 - Grant Applications

Employees shall not be prohibited from applying for educational grants which might benefit the school or School System. No grant application requiring the School System to commit time, the services of any of its personnel or resources of any kind shall be made without the approval of the Superintendent.

Section 6:12 - Itinerant Teachers/Miscellaneous Provisions

1. Itinerant teachers will be notified of their building assignments for the following school year in accordance with the Teaching Assignments section of this agreement.
2. School-based itinerant classroom teachers will be given planning time comparable to regular classroom teachers at the schools to which they are assigned.
3. The quarterly grade is to be a cooperative effort between the classroom teacher and the itinerant elementary physical education, music, and art teacher.

Section 6:13 - Lunch Period

1. At each school the Duty Schedule Committee, appointed by the Federation, will meet with the principal to investigate and establish a schedule that will maximize the amount of duty-free lunch time that will be available for the employees at their school. The

decision of the Duty Schedule Committees must be ratified by a vote of the faculties of each school, as applicable, and have the principal's endorsement. The principal's approval shall not be unreasonably withheld. Employees will have at least a 20-minute duty-free lunch daily. Schools will attempt to maximize duty free lunch time ideally to 30 minutes when feasible.

2. Pre-K teachers will be granted at least 20 minutes duty free lunch either during planning time or during Pre-K student nap time.
3. Employees shall be permitted to leave campus during their duty-free lunch period provided they notify the principal's office and return to campus in time to commence job assignments as scheduled.
4. On those days when students are not in attendance at lunch time (e.g., exam days, parent conference days, record days, etc.), all school-based employees shall be given one hour of duty-free lunch.
5. Itinerant teachers will only have duty at their home-based schools and will not be required to perform lunch duty at their home-based schools if they are scheduled to travel during the lunch period at their home-based schools.

Section 6:14 - Planning Time

1. Every departmentalized regular education junior high and high school classroom teacher shall be scheduled for a daily uninterrupted planning period during the student school day. This period shall be equivalent to the length of the students' class period. This planning period shall be duty-free.
2. In high schools with a seven (7) period schedule, classroom teachers shall receive two (2) planning periods during one semester and one (1) planning period during the other semester.
3. In schools operating under the modular program schedule, the requirement for a daily uninterrupted planning period may be waived if the employees receive planning time equal to that received under a normal program schedule.
4. Students with Exceptionalities teachers will be given planning time in an amount determined by the principal as may be permitted by the nature of their classes and the staffing which is available to create planning minutes, but no less than the minimum planning time required by ACT 311.
5. As defined by RS 17:434(a), teachers shall have at least 225 minutes of planning time per week while not supervising students.
6. The parties understand and agree that the Board will make its best effort not to reduce planning time during the school day from present levels at each school for any teacher. There will be no obligation to guarantee any number of planning minutes or blocks of planning time in any of the following events:
 - A. Failure of the voters to approve the renewal of any one (1) or more of the ad valorem millages scheduled for renewal during the term of this contract;
 - B. Change in elementary pupil-teacher ratio as mandated by the State or by BESE regulations;
 - C. An increase or decrease in the teaching staff and/or student population at any school requiring a reallocation of positions utilized to create planning time or a reallocation of planning minutes for all classroom teachers at that school; or
 - D. Insufficient resources requiring a reduction in force or an across-the-board pay cut for Bargaining Unit members, either of which would be avoidable by a reduction in planning time.
7. In the event any of the circumstances described hereinabove should arise, before any teacher's planning time is reduced or eliminated, the Superintendent shall meet with the Federation President and bargain in good faith over alternatives.
8. The planning and preparation time shall be used judiciously and appropriately and may include collaborative planning and study groups, provided such shall occur no more than once a week. Grade level/departmental meetings shall occur no more than once a quarter. These meetings do not constitute as collaborative planning or study groups. Ideally, no more than one meeting per week of any kind will be held. To further the support and development of teachers, professional development will be scheduled as needed. Any teacher who is not afforded the minimum uninterrupted planning time required by RS 17:434(a) shall be compensated at the effective hourly rate per ACT 311.
9. Employees are not permitted to leave campus during planning periods without administrative permission.
10. Employees may opt to engage in a wellness activity on campus during their assigned planning period as long as it does not interfere with PLC participation.
11. Each school will maximize planning time for each teacher during the week(s) of standardized testing.
12. This section shall not apply to those teachers volunteering or choosing to reduce or eliminate their planning time, and the Board will not be obligated to compensate those same employees for their volunteerism or personal choice, except as outlined on the supplemental pay schedule.

Section 6:15 - Professional Conferences

Certificated employees may request release time to attend professional conferences in order to grow professionally in their career.

Section 6:16 - Professional Growth

The Administration shall provide workshops and seminars to train employees in new technology which employees are required to learn for the performance of their job duties. Certificated employees may request B-days to attend continuing education classes needed to maintain their licensure. Employees shall be reimbursed reasonable and customary travel expenses in accordance with Board policy when required by the Board to attend out-of-parish workshops and seminars.

Section 6:17 - Public Address System

"All calls" shall be limited to timely and brief announcements made at the beginning and end of the school day and when an emergency

situation occurs. The public address system may be used at any time for campus wide events such as picture day, health screenings, or assemblies. The public address system shall not be used to monitor or evaluate employees without their knowledge or consent.

Section 6:18 - Pupil-Teacher Ratio

Pupil-teacher ratio shall be in accordance with State law and regulations.

Section 6:19 - Record Keeping Day

At the conclusion of each grading period, the Board shall schedule one-half day as record-keeping day at each school for purposes of completing grading and to record student progress and grades. No teacher shall be required to attend meetings or in-services during the half portion of the day designated for record-keeping. Teachers who engage in record-keeping will have one (1) hour for lunch.

Section 6:20 - Records/Transfer of Students with Exceptionalities

In the event a student with exceptionalities is transferred from one school to another within the System, his current IEP and evaluation shall be transmitted in a timely manner.

Section 6:21 - Relief from Nonprofessional Duties

1. Employees shall not be required to engage in searches for the purpose of locating explosive devices. Employees shall be responsible for evacuating students from the building when so directed and will reasonably cooperate with officials in identifying the potential location or source of any explosive or hazardous device as long as doing so does not endanger the employee.
2. Employees shall not be required to participate in the physical inspection of students to determine the presence of health hazards.
3. Employees shall not be required to participate in any fund-raising activity when not on duty for the school. Employees shall not be required to devote classroom instructional time to fund-raising activities.
4. Homeroom teachers may be required to collect money or assist in fund-raising activities during their regularly scheduled homeroom periods as long as such activities are permitted by the Superintendent.
5. Employees shall not be required to contribute funds to any activity or for any purpose except as required by law.
6. Employees generally shall not be required to monitor/teach another employee's class while teaching their own classes unless in the event of an emergency situation. The administration will work with the building level duty committee to create a plan relative to these situations at the beginning of each school year.
7. Teachers shall not be required to make routine, general phone calls questioning the absence of students except where making such calls are part of a duty schedule agreed upon by the faculty at a school. This Section shall not preclude a principal from requiring a teacher to contact the parents or guardians of a student in that teacher's class to discuss absenteeism or any topic relating to that student.

Section 6:22 - Relief Time

1. Each worksite shall create guidelines that allows employees to use the restroom when needed. These guidelines should be created with input from the duty committee.
2. During the administration of standardized tests, if relief time is given, it will be distributed as equitably as circumstances permit.

Section 6:23 - Reporting/Departing School

1. All school-based personnel shall report five (5) minutes in advance of the intake bell. They may depart no sooner than (ten) 10 minutes after the final bell.
2. Any school-based personnel assigned for duty, either before or after school, on a regular school day shall report and depart in accordance with the duty schedule.
3. All personnel who are not school-based shall report and depart in advance of or subsequent to their starting and ending times in accordance with present practice.
4. When schools are to be closed as a result of an emergency condition and students are dismissed, employees shall be dismissed after the students have left. If students are dismissed because of an emergency condition that does not threaten the health or safety of employees and schools are not closed, employees shall be dismissed only in accordance with the Superintendent's direction.

Section 6:24 - Required Meetings

1. School-based personnel shall not be required to attend more than ten (10) meetings scheduled for the entire faculty to discuss matters outside of regular school hours during the school year. Faculty meetings as contemplated by this provision do not include those for accreditation meetings, meetings required by BESE, by law, by Bulletin 741 or meetings necessitated by an emergency. However, meetings of this kind will be kept to a minimum. Also, to the extent possible, committee, grade level and department meetings will be held in lieu of full faculty meetings.
2. "Emergency" is defined for purposes of this Section to mean a sudden, unavoidable occurrence requiring immediate action.
3. Employee attendance at any meeting may be waived by the principal for good cause. Meetings as contemplated by this Section shall not exceed one (1) hour in duration.
4. Three (3) school days advance notice of meetings shall be given whenever possible. Additionally, the principal will consider any preferences expressed by teachers regarding the days of the week or dates on which meetings will be scheduled.

5. In the event any meeting as contemplated herein exceeds 60 minutes in duration, an employee's attendance at such a meeting past 60 minutes shall be voluntary; however, the failure of any employee to remain past 60 minutes shall not affect the further progress of the meeting or any decision making.

Section 6:25 - School Year

The school year shall be established by the Board and will meet or exceed the instructional time and student attendance requirements of Bulletin 741. Included in the school year will be two (2) days for professional development and one day for room preparation prior to the first student attendance day, two (2) one-half days of professional development with no students at the conclusion of the first and third grading periods, and one day for final records after the last student attendance day unless otherwise voted on by the calendar committee.

Section 6:26 - Student with Exceptionalities' Teachers - Notice of Statutory/Regulatory Changes

Meaningful statutory or regulatory changes affecting the actions of students with exceptionalities teachers shall be made known to them in a timely manner. Any students with exceptionalities' teacher not informed of such changes shall not be disciplined for noncompliance.

Section 6:27 - Substituting

1. Employees shall not be required to obtain their own substitutes.
2. Employees must notify their administrator/supervisor of their absence at least 60 minutes prior to the start of the work day, barring an emergency.
3. Teachers must also place their absence in the electronic substitute tracking program (Frontline/AESOP).
4. An employee appointed to serve as acting principal shall have a substitute employee hired to cover his classes for the duration of the time he serves as an acting principal.
5. Employees shall not be required to serve as substitutes during their planning time except in cases of emergency to bridge coverage for an employee unexpectedly absent and only until the substitute arrives.
6. If a teacher substitutes during his planning period, he will be paid his hourly rate of pay.
7. When a teacher is absent on a day when he is scheduled for duty and a substitute is hired, the substitute shall perform the scheduled duty for the absent teacher. In order to ensure all duties are covered, the teacher shall notify the substitute of all scheduled duties.

Section 6:28 - Teacher Bill of Rights

Teachers shall be afforded all rights as guaranteed by LA RS 17:416.18.

Section 6:29 - Teaching Assignments

1. Employees shall have the right to request teaching assignments prior to May 1st of each school year.
2. The appropriate supervisor or principal shall make available to each employee a form designed by the School System on which the employee may state a request for assignment(s). Such forms may be placed in employees' mailboxes or made available to employees through some other reasonable means.
3. The principal or supervisor shall give every consideration to an employee's request for assignment for which an employee is certified.
4. The principal or supervisor shall notify employees of their tentative teaching assignment, including tentative subject matter and grade level, for the following school year no later than one week prior to transfer day. An employee shall be notified of a change in this tentative assignment as soon as feasible. Such notification shall be conveyed by email and phone call to the employee's last known phone number in the STPSB directory.
5. Employees shall be permitted to take manuals home for the summer to prepare for the next school year provided the employee has signed out for such materials and assumes the responsibility for such manuals.
6. Changes in an employee's assignment shall not be made for arbitrary or punitive reasons.
7. Departmentalized school employees shall be assigned no more than three (3) preparations unless extenuating circumstances make it unreasonable or impractical. The parties understand and agree that the size of certain schools, their staffing levels and the courses scheduled to be taught may require an employee to teach more than three (3) preparations in order to staff the courses which are approved by the State or the Superintendent to be taught at a given school. A preparation shall be defined as:
 - A. An ability level within a subject area such as Advanced Math, Honors English, Science 1, 2 or 3;
 - B. A subject such as English, Biology, Algebra; or
 - C. A grade level such as 9th grade English or 12th grade English.
8. Upon request of the employee, principals shall vary the assignments of any employee who has consistently been assigned a majority of low-ability students/classes, students with exceptionalities teachers excepted.
9. The supervisor shall notify itinerant employees of their tentative assignments for the following school year at least by the end of their work year. Itinerant employees shall also be notified of a change in their tentative assignments as soon as feasible. Such notification may be conveyed by email and phone call to the employee's last phone number in the STPSB directory.

Section 6:30 - Local Reimbursement

Each certificated employee designated as a classroom teacher, SWE therapist with a caseload, Mental Health Provider, or librarian will be paid a stipend of \$500 for supplemental teaching materials each contract year by August 31st. This stipend will be taxable

compensation to the employee and no proof of purchase is required. The employees retain ownership of the supplies purchased. Counselors can make supply requests through their supervisor.

PROVISIONS APPLICABLE TO BUS OWNERS, OPERATORS, & ATTENDANTS

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ARTICLE I - GENERAL RECOGNITION

The St. Tammany Parish School Board (hereinafter known as the “Board”) recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the “Federation”) as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time, non-administrative, nonsupervisory employees (hereinafter referred to as “Employees” or “Bargaining Unit members”). The phrase “full-time, non-administrative, nonsupervisory employee” means the following: all school bus owners/operators and bus attendants, but specifically excluding substitutes, temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

ARTICLE II - EMPLOYEE EVALUATION

Section 2:01 - In General

1. Non-tenured bus owners/operators will be evaluated at least once per year.
2. Tenured bus owners/operators will be evaluated at least once every three (3) years.
3. Bus attendants will be evaluated annually. Evaluations will be made by the Director of Transportation, or by his designee.
4. No member of the Bargaining Unit will evaluate another Bargaining Unit member.

Section 2:02 - Discussion of Evaluation

Within ten (10) working days of the official written evaluation of any employee, the evaluator shall provide a copy of the evaluation and meet with the employee to discuss the evaluation and to render constructive assistance.

ARTICLE III - OPERATIONAL EXPENSES

1. A State Operational Allowance will be paid for all bus owner/operators equal to 1.756 per mile for all buses regardless of passenger size. The 1.756 per mile is for buses that hold greater than 48 passengers as required by state law. The School Board will apply this higher rate to all buses regardless of passenger size.
2. A Local Operational Allowance will be paid for all bus owner/operators equal to .244 per mile regardless of passenger size. This additional local operational allowance will bring the total Operational Allowance to 2.0 per mile.
3. The 2.0 per mile will be paid for 180 days regardless of school closures including hurricanes or other weather-related closures.
4. Each bus owner/operator will receive the local operational stipend of \$100 per month or \$1,200 per year.
5. Each bus owner/operator that the School Board requires to have air conditioning and lifts for their bus will receive a supplemental payment of \$75 per month or \$900 a year. This supplemental payment is required by state law with the amount to be paid to be determined by the School Board. This supplemental payment will be known as “Student with Exceptionalities Bus Supplemental Payment.”
6. Each bus owner/operator will be provided with a fleet fuel card. The School Board will pay for fuel for their bus based on the mileage of the driver’s daily route, including but not limited to the mileage traveled for picking-up/dropping off aides, coverage, mid-day runs, athletic, or other field/school activity trips. The bus owner/operator will be required to complete certification for use of the card, monthly mileage logs for daily routes and other mileage for field trips, coverage, mid-day runs, and other school board related mileage, the driver must retain actual fuel receipts for 7 years, and must agree to all School Board policies and procedures related to fuel cards. Bus owner/operators that do not turn in monthly mileage logs for daily routes and extra miles by the 10th of the following month may be required to reimburse the School Board for fuel charged with their fuel card pin for that month.
7. The monthly fuel allotment for bus owner/operators will be calculated using the following formula:
 - A. Total route miles (including in-between deadhead miles) multiplied by the number of working days in the month plus any additional mileage driven for work (i.e. the mileage traveled for coverage, mid-day runs, athletic, or other field/school activity trips) divided by 6.5 (representing mpg) = the number of gallons allotted for that month (rounded to the nearest tenth).
 - B. Example: (60 total miles’ x 18 working days in August + 50 additional approved miles)/6.5 (mpg) = 173.8462 (173.8 rounded to the nearest tenth).
 - C. The School Board at its discretion will give gallon credits to each driver for the hotter months, idling, fuel left in tank at end of month, etc.
8. Each bus owner/operator accepting a field trip shall be paid the greater of \$100 minimum salary (no miles) or \$20 per hour plus round-trip miles at 2.0 per mile. The School Board’s fuel card shall pay for the fuel. The School Board will get reimbursed for the fuel expense from the applicable school’s General Fund. Bus Operators will also receive the \$100 minimum or \$20 per hour for field trips when driving School Board owned buses. Bus owner/operators and Bus operators will be paid for field trips by the 15th of the following month including salary and mileage as applicable.

9. The bus owner/operator (or Bus Operator as applicable) and school designee will negotiate the salary/mileage reimbursement for any trips taking place outside of the school day. No minimum and no set amounts. The school will reimburse the School Board for the fuel expense for these trips.
 10. As the School Board provides liability insurance coverage for bus owner/operators, bus owner/operators using their school bus for field trip or other activities for non-school board activities (private companies, non-profits, other governments, etc.) will be required to sign an agreement absolving the School Board of any liability for these trips. The entity you are driving for will also have to sign an agreement and provide proof of insurance with the school board named in that certificate.
 11. Bus owner/operators shall be paid \$75 plus \$2 per mile for round trip mid-day runs. Bus Operators shall be paid \$75 for round trip mid-day runs. If it is one way, \$45 (plus \$2 per mile for bus owner/operators). If a bus attendant needs to be picked up or dropped off for a mid-day run, that mileage is included in the allotment amount for bus owner/operators. Mid-day runs will be assigned upon an equitable basis.
 12. Bus owner/operators and bus operators will receive \$20 a.m./\$20 p.m. supplemental pay for the coverage of other bus routes not to exceed \$40 per day.
 13. Bus owner/operators shall be paid mileage for all coverage routes that are performed. Coverage is defined as any mileage driven due to additional stops or pick-ups not normally on an owner/operator's daily route.
 14. A bus owner/operator or bus operator will be paid \$50 per day to train new driver applicants. They are trained on behind the wheel training with children aboard on three different type of buses.
 15. Bus owner/operators who exceed the allotment of fuel from their daily routes, including but not limited to the approved mileage for picking-up/dropping off aides, coverage, mid-day runs, athletic, or other field/school activity trips shall reimburse the school system. Reimbursement to the system will be based on the average one-gallon rate that the school board pays for the month, not the pump rate, for fuel on each 6.5 miles driven over the allotment. Bus owner/operators shall see this deduction on the last paycheck on the next month after being notified either by email or text of the cost of the overage.
 16. State law specifies that mileage begins with the first pick up of a student. In order to minimize the resulting "deadhead" miles, the Transportation department shall work diligently with any bus owner/operators who request assistance to provide the safe parking for their buses near their routes.
 17. Any current bus owner/operator working in the system shall be allowed to purchase and replace their school bus with a diesel bus that meets all School Board specifications for the length of this contract.
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ARTICLE IV - VACANCIES AND TRANSFERS

Section 4:01 - Involuntary Transfers for Bus Attendants

1. Involuntary transfers shall be made, as required:
 1. When new buildings open;
 2. When a facility is closed;
 3. When there is a decline in student enrollment;
 4. To staff new schools or programs;
 5. To adjust for loss of classes or programs; or
 6. To avoid reductions in force.
2. Before involuntarily transferring any employee, voluntary transfer to a vacant route will be offered to those whose transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over any other applicants.
3. It is recognized that there might be more than one (1) employee willing to transfer; and, in such case, the vacant position will be awarded to the employee qualified for the position with the greatest system-wide seniority. If two (2) or more qualified employees desire the vacant position and have equal system-wide seniority, the position will be awarded by lot.
4. If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are qualified using the following criteria:
 - A. The employee(s) with the least route seniority;
 - B. Where route seniority is equal, the employee(s) with the least system-wide seniority;
 - C. Where route and system-wide seniority is equal, selection for involuntary transfer will be made by lot.

Employees who are involuntarily transferred shall have the right to return to the route from which they were transferred in order of system-wide seniority, provided a permanent vacancy for which they are qualified occurs at their former route prior to the first pupil attendance day of the school year following the school year in which their transfers took place and will be restored to all previous route seniority accrued on that route. An employee interested in returning to his former route shall notify the Human Resources Department in writing.

- D. Any employee who is involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.
- E. An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in

the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article III – Discipline (Provisions Common to All Employees), shall be observed.

Section 4:02 - Voluntary Transfers

1. Route vacancies shall be filled pursuant to La. R.S. 17:493.1
2. Any member of the Bargaining Unit shall have the right to request a voluntary transfer from one bus route to another.
3. Consolidated, reduced or extended routes shall not be considered new routes.
4. A Transportation Transfer Fair will be conducted annually for all Bus Drivers interested in vacant routes. All transfers will be effective for the following school year. Bus Drivers, Temporary Drivers, and Itinerant Drivers are eligible to participate in the Transfer Fair. Day-to-day substitutes are not eligible to participate. This voluntary transfer process will begin in April of every calendar year and will continue until all routes are filled or until a designated date in June not to extend beyond the last work day of June for that calendar year.
 - A. Vacant routes not filled as a result of the Transfer Fair will be filled by an approved applicant. Routes that become available after the final round of the Transfer Fair will be considered temporary and filled with a Substitute Driver, Temporary Driver, or an Itinerant Driver.
 - B. Information relative to the timeline for participation, the required form, and the current vacancy list will be made available to all eligible employees. Vacancy postings shall provide a minimum of seven (7) workdays prior to the deadline for application. Any Driver not applying within this established deadline will not be considered for transfer to the newly created or vacant route, or to any route(s) that may become vacant in the transfer process.
 - C. Eligible employees interested in a vacant route must submit a transfer request form to the Human Resources Department by 4:30 p.m. on or before the day of each deadline outlined in a timeline. A transfer request form must be completed for each route of interest. The forms are fillable and must be sent to the Human Resources Department via the employee's School Board email.
5. Routes will be awarded per the current Louisiana Revised Statutes. In filling bus owner/operator vacancies, transfer requests shall be granted to the tenured bus owner/operator applying for the vacancy who has the greatest system-wide seniority. If no tenured owner/operator applies for the vacancy, the vacancy shall be awarded to a non-tenured owner/operator, irrespective of seniority, considering the following criteria:
 - A. Any special qualifications or licenses which the route requires;
 - B. Special responsibilities required by the position; and/or
 - C. Special needs of the route or of the students routinely transported on that route.If no non-tenured driver applies for the vacancy then the Director of Transportation shall refer to the approved substitute list. Employees awarded a vacant route will be notified by the Human Resources Department.
6. In filling bus attendant vacancies, transfer requests shall be granted to the applicant(s) possessing the greatest system-wide seniority, except as follows:
 - A. When the applicant does not meet or cannot fulfill the requirements or guidelines of federal, state or local programs;
 - B. When a bus attendant is not willing to accept special responsibilities required for the position as specified at the interview;
 - C. When a bus attendant is not willing to take the necessary training to qualify for the vacancy;
 - D. When the applicant is not deemed best able to meet the needs of the route or of the students routinely transported on that route. If an applicant is rejected on this basis, written reasons will be provided on request setting forth the basis for the selection which was made.
 - E. When the Director of Transportation deems it appropriate, based on the criteria A through D above, to review the qualifications of new applicants prior to making his decision, in which case all applicants will be considered for the position before it is filled.
 - F. Bus attendants shall remain in their current position at their current site for two years prior to being eligible to request a transfer; however, if the time spent in the current position at the current site is less than two years, but the position the employee is requesting would provide a salary increase, then the employee may request the transfer to the new position. Once the employee accepts a new position, the two- year requirement to be eligible to transfer shall commence once again.
7. Any employee's transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.
8. The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

ARTICLE V - WORKING CONDITIONS

Section 5:01 - Additional Safety Inspections

If the Board requires an additional safety inspection beyond state or federal requirements, the Board shall pay the cost of such inspection.

Section 5:02 - Bus Owners/Operators and Attendants/Meeting Place

Bus owners/operators and attendants shall make every effort to agree on the place where they will meet to begin the route and on the place to which the attendant will be returned by the owner/operator at the completion of the route. Absent their agreement, the Director of Transportation will determine their place of meeting and the attendant will be returned by the owner/operator to the place of meeting.

Section 5:03 - Employee Training

Employees shall be trained to perform duties which are new to them. Training shall take place during regular working hours. If not, employees will be compensated according to the supplementary salary schedule for training time spent outside of regular working hours.

Section 5:04 - Additional Health and Safety for Bus Owner/Operator/Attendant

1. **Student Information:** Necessary student information for every student such as information on the special transportation request form shall be provided to each owner/operator and attendant who supervises the student prior to the student getting on the bus or as soon as possible. Any special procedures known to the administration which may assist in an emergency situation involving such student will also be communicated.
2. **Unsafe Road Conditions:** When an owner/operator reports unsafe conditions on a route, a supervisor shall make an on-site inspection of the route to determine whether the condition should be reported to the City or Parish, whether the bus should be re-routed or whether other action should be taken.
3. **Students with Special Needs:** The principal will designate appropriate personnel to meet and assist those special education students requiring special assistance. When students who are confined to wheelchairs are being loaded onto the bus at the end of the school day, the school-based employees responsible for delivery of the student to the bus stop will aid the bus attendant and owner/operator in securing the student on the lift.
4. **Impassable Streets/Standing Water:** In after school routes, when streets are impassable because of standing water or it is too deep for students to walk through because of unseen dangers, it is advised that the bus owner/operator return the students to their schools and assure that they are under supervision prior to leaving them. When such conditions exist on morning routes, owners/operators shall bring any students already in their custody to school and report their inability to pick up others both to the school waiting to receive them and to the Transportation Office.
5. **Special Education/Special Equipment:** In the case of student with exceptionalities, a bus owner/operator and attendant will not be required to take a student from his home whenever the owner/operator and attendant agree that the student's equipment is unsafe, inoperable or incompatible with bus configuration for safe transportation. Whenever a decision is made not to transport a student, it will be reported to the Transportation Department. If an owner/operator or attendant picking up a student from school determines that he cannot be safely transported, the owner/operator or attendant will inform the principal who, in turn, will consult with the SWE department, if necessary, and decide whether the student is to be transported.
6. **Bus Threats:** In the event of a threat on the bus, owners/operators shall notify transportation department management immediately. A member of the Bargaining Unit shall not be required to disarm any student when the situation jeopardizes his health or safety or that of his students.
7. **Bus Safety:**
 - A. As part of school bus safety instruction scheduled and coordinated with principals, time will be provided for owners/operators to instruct students in the correct way to board and disembark the bus as well as to review the rules and regulations.
 - B. School bus attendants and special needs school bus owners/operators shall be trained in safety techniques for tying down wheelchairs prior to the student(s) getting on the bus.

Section 5:05 - Inservice Training

Employees assigned additional responsibilities shall be provided training in their new assignments. The training shall be held during the workday.

Section 5:06 - New Driver Training

Only experienced owners/operators who volunteer will be assigned the responsibility of training new drivers. Owners/operators and trainees may agree to team up for the training required by the Louisiana Department of Transportation (LDOT), but the Director of Transportation reserves the right to reject any such arrangement.

The Board will be responsible for the repair of collision damages caused to an owner's/operator's bus by the trainee's fault in all cases where the Board has assigned the owner/operator to conduct this training, provided the owner/operator has followed LDOT guidelines and regulations in conducting such training.

Section 5:07 - Orientation

1. New employees shall be apprised of personnel policies upon their hire. Newly hired bus attendants shall be given on the job training in the field by the owner/operator with whom they are assigned to work.
2. Time spent by the owner/operator conducting such training and by the attendant will be considered part of the regular workday.
3. Instructions and work assignments given to employees regarding their duties will be given during the regular workday.

Section 5:08 - Participation in State Instructional Program

Pursuant to La. R.S. 17:497.2, any school bus driver who participates in the school bus drivers' instructional program provided through the State Department of Education shall receive a remuneration the sum of \$6.00 (six dollars) for each hour of instruction in such program, not to exceed \$48.00 (forty-eight dollars) per school year. The remuneration will be in addition to the employee's rate of pay based on the supplementary salary schedule when attending during the workday or in addition to their hourly rate of pay when attending outside of the workday.

Section 5:09 - Reporting Absences and Substitutes

In the event a school bus owner/operator or non-owner/operator or attendant is unable to perform his assigned duties for reasons of illness or for any other reason approved by the Board, the bus operator or attendant will report his pending absence to the Department of Transportation office and whether or not he or she has been able to procure a substitute. The Transportation Department may use an automated management system to record absences and substitute appointments. If used, all bus operators will be required to report absences through the automated system. If a bus operator reports an inability to obtain a substitute, the substitute will be procured by the Transportation Department from an approved list. Any bus operator may nominate a qualified, certified driver for inclusion on the list.

Section 5:10 - Students with Exceptionalities/Absent Parent or Guardian

In the event that no person of suitable age and discretion (“responsible person”) is at home to meet a student with exceptionalities who may not be left unattended, the bus owner/operator will notify the Transportation Department and provide the phone number for the secondary address noted on the bus card. The Transportation Department will then telephone the secondary address and radio the owner/operator to let him know if a “responsible person” is present at that address to receive the student prior to his traveling to that address. If a “responsible person” is present at that address, the owner/operator will bring the student to that address. If no one is present at either the primary or secondary address, the Transportation Department will notify the school of the situation. If the Transportation Department and/or the school administration are unable to locate the parents, the Transportation Department will inform Department of Child and Family Services and/or law enforcement officials, and the owner/operator, on instruction of the Transportation Department, will bring the student to the place designated. The Transportation Department and school officials shall take necessary steps to assist the owner/operator, as may be appropriate, in delivering the student into responsible custody. The owner/operator shall remain responsible for the welfare of the student until the student is delivered to his parents or to other custody. Parents will be notified of this procedure.

Section 5:11 - Student Discipline

Each student riding a school bus or other school provided transportation shall observe and be disciplined in accordance with the *Handbook on Attendance, Discipline & School Records*. All such disciplinary rules and safety regulations contained therein relating to “Conduct on the School Bus” will be posted in each bus. Upon appointment by the Federation, bus owners/operators and attendants shall participate on the Committee relating to student discipline established in Section 4:11 – Student Discipline (Provisions Applicable to Teachers and Other Certificated Employees).

Section 5:12 - Summer School/ Programs

1. Applications to drive Summer School Students with Exceptionalities routes and to serve as bus attendants shall be on an appropriate form and submitted to the Director of Transportation by May 1st of each year.
2. Applications to drive routes for Summer School/Programs shall be on an appropriate form provided by the Transportation Department and submitted to the Director of Transportation by May 1st of each year.
3. The following process shall govern the selection of employees from among those who have applied:
 - A. A rotational system shall be utilized limiting employees to three (3) consecutive years in the summer school programs. This may be waived if there are not enough qualified applicants.
 - B. Placement on routes and bus attendant positions shall be as follows with no one (1) criteria having more weight than any other: tenure, seniority, experience with Students with Exceptionalities, experience with the St. Tammany Parish School System and evaluations.
 - C. Employees will be notified of their selection and route assignment as soon as practical after summer school enrollment is completed and routes are determined.
 - D. Owners/operators and bus attendants shall be paid their regular daily rate of pay and shall start and end their routes in accordance with present practice.

Section 5:13 - Tenure

Bus Operators will acquire tenure in accordance with the provisions of State law.

Section 5:14 - Work Year

The regular work year for bus owners/operators and bus attendants shall consist of whatever number of student attendance days are required by the State and no more than two (2) professional development days shall be scheduled in accordance with the student’s attendance calendar.

Section 5:15 - Workday

The normal workday for employees shall consist of the time required to perform the duties they are assigned in connection with their routes inclusive of transportation, maintenance of vehicles, safety training, in-service and administrative tasks. The starting and ending times for driving any assigned route shall be determined by the starting and dismissal times of the schools served by that route.

Whenever the state or federal government funds special compensation for owners/operators or attendants who participate in special safety training or programs, the Board will pass on such compensation to the employees who attend.

PROVISIONS COMMON APPLICABLE TO **CUSTODIAL EMPLOYEES**

ARTICLE I - GENERAL RECOGNITION

ARTICLE II - WORKING CONDITIONS

Section 2:01 - Call Out – Compensation

Section 2:02 - Assigned Job Responsibilities

Section 2:03 - Employee Training

Section 2:04 - Employee Uniforms & Supplies

Section 2:05 - Additional Health and Safety for Custodial Employees

Section 2:06 - Substitute Custodians

Section 2:07 - Breaks/Lunch Period

Section 2:08 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)

ARTICLE I - GENERAL RECOGNITION

The St. Tammany Parish School Board (hereinafter known as the “Board”) recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the “Federation”) as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time, non-administrative, nonsupervisory employees (hereinafter referred to as “Employees” or “Bargaining Unit members”). The phrase “full-time or part-time, non-administrative, nonsupervisory employee” means the following: all full-time or part-time custodians but specifically excluding substitutes, temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

ARTICLE II - WORKING CONDITIONS

Section 2:01 - Call Out - Compensation

Twelve-month employees who receive pay for school holidays or emergency days and who are called out to their worksites to perform work on such days will be paid double time for all time worked in addition to their pay.

1. Twelve-month employees who are not on duty and are called out to their worksites to perform work on a non-holiday (e.g. after regular working hours, weekends, scheduled day off) shall be compensated in accordance with the Fair Labor Standards Act, but shall be guaranteed a two (2) hour minimum.
2. Custodians responsible for turning off alarms shall be compensated in accordance with the FLSA but shall not be guaranteed a minimum.
3. The employee shall decide whether to compensate overtime with extra pay or with compensatory time off. Note: this decision can only be changed annually.

Section 2:02 - Assigned Job Responsibilities

Bargaining Unit members shall be assigned a schedule of specific responsibilities to be performed on a routine basis. Responsibilities shall be assigned equitably.

Section 2:03 - Employee Training

Employees shall be trained to perform duties which are new to them. Training shall take place during regular working hours. If not, employees will be compensated for training time spent outside of regular working hours.

Section 2:04 - Employee Uniforms & Supplies

The Board will provide new uniform shirts, for custodial employees, every year which will be required to be worn while at work. Additional shirts can be bought by the employee at the Board’s cost. The Board shall provide each employee with materials, supplies, and equipment with which to perform his duties as deemed necessary by management.

Section 2:05 - Additional Health and Safety for Custodial Employees

1. The Board shall provide a place to work that is safe in terms of and relative to the duties an employee is required to perform.
2. Employees shall be trained in the appropriate methods and procedures for handling potentially hazardous waste including blood, body fluids and excretions.
3. The Board shall provide for fingerprinting of new employees as required by law. This shall be at no cost to the employee; the Board shall pay all expenses for the fingerprinting procedure.

Section 2:06 – Substitute Custodians

1. The Board shall make a good-faith effort to hire substitutes to cover the duties of regularly assigned custodians when they are absent.
2. Any custodian who will be absent from scheduled duty shall report his absence to the principal or building administrator at least 60 minutes prior to start of his shift.

Section 2:07 - Breaks/Lunch Period

1. Employees shall receive a 15-minute morning and a 15-minute afternoon break.
2. Administration will determine breaks and lunch sessions based on student and campus need.
3. Each employee shall be given a 30-minute duty-free lunch period.
4. Breaks and lunches cannot be combined to create longer sessions.

Section 2:08 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)

1. Custodial employees shall be scheduled for a seven (7) or eight (8) hour workday, exclusive of a 30-minute duty-free lunch, but inclusive of two (2) 15-minute breaks. Part-time custodial employees shall work the number of hours each day, less than seven (7),

established by the principal or building supervisor in consultation with the Supervisor of Maintenance and Custodial Services. Part-time custodians who work at least six (6) hours per day shall be given a lunch break of at least 30 minutes, exclusive of their six (6) work hours, but inclusive of two (2) 15-minute breaks. Custodians who work less than six (6) hours per day shall receive one (1) 15-minute break, inclusive of work time.

2. The total number of regular hours worked by custodial employees shall not exceed 40 hours in any single workweek without the express permission of the Superintendent or designee. Any employee who believes or asserts that he or she is being required to work in excess of 40 hours in a single workweek shall report this directly to his or her principal or building supervisor or Supervisor of Maintenance and Custodial Services and/or to the Department of Human Resources.
3. In order to assure FLSA compliance, custodial employees shall be required to sign in to work and sign out of work by electronic or mechanical means established by the Board. Signing in and out in this manner shall also apply in cases where custodial employees receive a lunch break. Signing in and signing out will not be required for 15-minute breaks.
4. Any hours worked by a custodial employee in excess of 40 in a single workweek shall be compensated in accordance with the FLSA by paying the custodial employee 1.5 x his or her regular rate, or, alternatively, by giving the employee compensatory time-off equal to 1.5 hours for each hour worked in excess of 40. The employee shall decide whether to compensate his overtime with extra pay or with compensatory time off. Note: this decision can only be changed annually.
5. The parties understand and agree that the salary paid to full-time custodial employees is based on a 40-hour week. Although they will be scheduled for a 35-hour week, there may be occasions when a custodial employee remains at work longer than his or her scheduled hours for a given day, in which case additional compensation need not be paid in order to comply with the FLSA.

PROVISIONS APPLICABLE TO FOOD **SERVICE EMPLOYEES**

ARTICLE I - GENERAL RECOGNITION

ARTICLE II - WORKING CONDITIONS

Section 2:01 - Cleaning Assignments

Section 2:02 - Dress Code

Section 2:03 - Job Responsibilities

Section 2:04 - Employee Training

Section 2:05 - Additional Health and Safety applicable to Food Service Employees

Section 2:06 - Increase in Hours/Part-time Positions

Section 2:07 - Orientation

Section 2:08 - Performance Rating/Equipment Loss

Section 2:09 - Substitutes

Section 2:10 - Vacancies

Section 2:11 - Work Year

Section 2:12 - Breaks/Lunch Period

Section 2:13 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)

ARTICLE I - GENERAL RECOGNITION

The St. Tammany Parish School Board (hereinafter known as the “Board”) recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the “Federation”) as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time, non-administrative, nonsupervisory employees (hereinafter referred to as “Employees” or “Bargaining Unit members”). The phrase “full-time or part-time, non-administrative, nonsupervisory employee” means the following: all full-time or part-time Food Service technicians and assistant managers, also at times referred to as “cafeteria employees or workers”, but specifically excluding special program accountants, all assistants to the Director of Food Services, all Food Service managers, substitutes, temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

ARTICLE II - WORKING CONDITIONS

Section 2:01 - Cleaning Assignments

1. Routine general cleaning assignments will be scheduled and posted by the start date on the employment schedule for unit employees. Any changes in assignment will be posted.
2. The task of removing trash or garbage from school grounds when students eat outdoors will not be considered a function of the Food Service classification.

Section 2:02 - Dress Code

1. Food Service employees will be paid a uniform clothing allowance of \$100 each contract year by August 31st. This allowance will be taxable compensation to the employee and no proof of purchase is required.
2. Uniform shall consist of uniform shirts, solid slacks or skirts, enclosed slip resistant shoes and effective hair restraint. At each worksite, employees may determine by majority vote to wear a certain color or style of shirt. However, uniformity of dress must be maintained among the group and the clothing must be tasteful and modest. Any employee who does not wish to wear the color or style of dress on any given day worn by the group may wear a solid white shirt and solid pants or skirt. Clothing selected for work must be appropriate, professional, and safe for food service work. Shorts are not allowed.

Section 2:03 - Job Responsibilities

Bargaining Unit members shall be assigned a schedule of specific responsibilities to be performed on a routine basis. Responsibilities shall be assigned equitably.

Section 2:04 - Employee Training

1. Whenever possible, in-service training will take place during the workday. If employees are required to attend meetings or training after the workday or to attend training which impacts performance ratings, compensation shall be made at the normal rate of pay.
2. Any food service technician who desires to take the District Cafeteria Manager certification training shall be provided with the opportunity to do so. For the computer-based training, duties will be shared with site management and other food service staff while the employee is training.

Section 2:05 - Additional Health and Safety Applicable to Food Service Employees

1. The employer shall provide a place to work which is safe in terms of and relative to the duties an employee is required to perform. When feasible, OSHA recommendations will be followed.
2. While it is the responsibility of employees to assure the safety and well-being of students, the Board shall require no action to be taken which clearly endangers the health or safety of employees.
3. Employees shall be trained to perform duties which are new to them. Training shall take place during regular working hours. If not, employees will be compensated for training time spent outside of regular working hours.
4. Each kitchen shall maintain a fully stocked first aid kit that includes an emergency eye wash kit and tourniquet.
5. Employees should be allowed to keep their phones on their person in the off position. Phones are not to be used during worktime barring an actual school-based emergency. Phones may be used during lunch and break. Proper handwashing must be done after handling phones to avoid cross-contamination.

Section 2:06 - Increase in Hours/Part-time Positions

1. When the school lunch program at any school will sustain an increase in the number of labor hours, the needs of the program will be reviewed to determine the feasibility of assigning all or part of those increased hours to an employee at that school.

- A. Factors considered, without limitation, will be the number of employees required at work during times of peak workload and whether the increase in hours is connected to the establishment of a new service line or food service such as breakfast.
- B. Where feasible, and where the efficiency of the program will not be adversely affected, all or part of the increased hours will be assigned to an incumbent part-time employee(s), as follows: when there is an increase in the number of hours assigned to any existing part-time position(s) at a school, it will be considered that a new position(s) has been created. The new position(s) will be offered to the employee holding the existing position(s). If the employee(s) holding the existing part-time position(s) declines it, selection will be made among the employees at the school wanting the position(s) using the criteria established in Voluntary Transfers section of this agreement.
- C. If none of the employees at a school want the new position(s), the employee(s) holding the part-time position(s) to which the hours were added will be considered as having resigned and the new position(s) will be treated as a vacancy and posted and filled in accordance with the provisions in the Voluntary Transfers section of this agreement.

Section 2:07 - Orientation

New employees shall be apprised of personnel policies upon their hire. Newly hired or promoted employees shall be oriented into their duties on the job by their supervisor(s) or co-employees. Time spent in orientation will be considered part of the regular workday. Instructions and work assignments given to employees regarding their duties will be given during the regular workday.

Section 2:08 - Performance Rating/Equipment Loss

The performance rating of Bargaining Unit members will not suffer as a consequence of the disarray, damage to, or loss of supplies, equipment, or utensils resulting from the use of the cafeteria by individuals or groups other than Food Service employees.

Section 2:09 - Substitutes

The Board shall make a good faith effort to hire substitutes to cover duties of regularly assigned Food Service technicians when they are absent. Any employee who will be absent from scheduled duty shall report his absence to the local Food Service Manager at least 60 minutes prior to the start of his shift. No Food Service technician shall be required to obtain substitutes.

Section 2:10 - Vacancies

Food Service technicians who started the District Cafeteria Manager certification may apply for promotion to vacant assistant manager positions. Applicants will be interviewed by the principal and/or manager of the school where the vacancy exists. The selection will be made by the principal and manager in consultation with one another using the following criteria: skill in Food Service crafts, leadership, communication skills, record-keeping ability, rapport with students and fellow employees.

Section 2:11 - Work Year

The work year shall consist of the number of days required by the state for certificated personnel in accordance with the provisions of Bulletin 741 including the two (2) professional development days at the conclusion of the first and third grading periods when no students are in attendance; however, food service employees will not be required to work the two (2) professional development days at the beginning of the school year.

Section 2:12 - Breaks/Lunch Period

1. Employees shall receive a 15-minute morning and a 15-minute afternoon break.
2. Administration will determine breaks and lunch sessions based on student and campus need.
3. Each employee shall be given a 30-minute duty-free lunch period.
4. Breaks and lunches cannot be combined to create longer sessions.

Section 2:13 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)

1. Full-time food service employees shall be scheduled for a seven (7) hour workday, exclusive of a 30-minute duty-free lunch, but inclusive of two (2) 15-minute breaks. Part-time food service employees shall work the schedule established by the principal in connection with the Supervisor of School Food Services. Food service employees who work at least six (6) hours per day shall be given a duty-free lunch break of at least 30 minutes, not included in work time, but inclusive of two (2) 15-minute breaks. Food service employees who work less than six (6) hours per day shall receive one (1) 15-minute break.
2. The total number of regular hours worked by school food service employees shall not exceed 40 hours in any single workweek without the express permission of the Superintendent or designee. Any employee who believes or asserts that he or she is being required to work in excess of 40 hours in a single workweek shall report this directly to his or her principal or Supervisor of School Food Services and/or to the Department of Human Resources.
3. In order to assure FLSA compliance, food service employees shall be required to sign in to work and sign out of work by electronic or mechanical means established by the Board. Signing in and out in this manner shall also apply in cases where food service employees receive a lunch break. Signing in and signing out will not be required for 15-minute breaks.

4. Any hours worked by a food service employee in excess of 40 in a single workweek shall be compensated in accordance with the FLSA by paying the food service employee 1.5 x his or her regular rate, or, alternatively, by giving the employee compensatory time-off equal to 1.5 hours for each hour worked in excess of 40. The employee shall decide whether to compensate his overtime with extra pay or with compensatory time off. NOTE: This decision can only be changed annually.
5. The parties understand and agree that the salary paid to full-time food service employees is based on a 40-hour week. Although they will be scheduled for a 35-hour week, there may be occasions when a food service employee remains at work longer than his or her scheduled hours for a given day, in which case additional compensation need not be paid in order to comply with the FLSA.

PROVISIONS APPLICABLE TO **MAINTENANCE EMPLOYEES**

ARTICLE I - GENERAL RECOGNITION

ARTICLE II - WORKING CONDITIONS

Section 2:01 - Employee Training

Section 2:02 - Employee Uniforms

Section 2:03 - Work Year

Section 2:04 - Breaks/Lunch Period

Section 2:05 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)

ARTICLE I - GENERAL RECOGNITION

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ARTICLE II - WORKING CONDITIONS

Section 2:01 - Employee Training

Employees shall be trained to perform duties which are new to them. Training shall take place during regular working hours. If not, employees will be compensated according to the supplemental salary schedule for training time spent outside of regular working hours.

Section 2:02 - Employee Uniforms

The Board will provide new uniform shirts, for maintenance employees, every year which will be required to be worn while at work. Additional shirts can be bought by the employee at the Board’s cost.

Section 2:03 - Work Year

Maintenance employees shall work the number of days required by their job positions.

Section 2:04 - Breaks/Lunch Period

1. Employees shall receive a 15-minute morning and a 15-minute afternoon break.
2. Administration will determine breaks and lunch sessions based on student and campus need.
3. Each employee shall be given a 30-minute duty-free lunch period.
4. Breaks and lunches cannot be combined to create longer sessions.

Section 2:05 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)

1. Maintenance employees shall work eight (8) hours per day, inclusive of two (2) 15-minute breaks and exclusive of a 30-minute duty-free lunch break.
2. The Supervisor of Custodial and Maintenance Services shall establish the work schedules for all maintenance employees.
3. The total number of regular hours worked by a maintenance employee shall not exceed 40 hours in any single workweek without the express permission of the Superintendent or Associate Superintendent. Any maintenance employee who believes or asserts that he or she is being required to work in excess of 40 hours in a single workweek shall report this directly to his supervisor and/or to the Department of Human Resources.
4. In order to assure FLSA compliance, maintenance employees shall be required to clock in to work and clock out of work by electronic or mechanical means established by the Board. Clocking in and out in this manner shall also apply in cases where maintenance employees take their lunch break. Clocking in and clocking out will not be required for 15-minute breaks.
5. Any hours worked by maintenance employees in excess of 40 in a single workweek shall be compensated in accordance with the FLSA by paying the employee 1.5 x his or her regular rate, or, alternatively, by giving the employee compensatory time-off equal to 1.5 hours for each hour worked in excess of 40. The employee shall decide whether to compensate his overtime with extra pay or with compensatory time off. NOTE: This decision can only be changed annually.

PROVISIONS APPLICABLE TO **PARAPROFESSIONALS**

ARTICLE I - GENERAL RECOGNITION

ARTICLE II - WORKING CONDITIONS

Section 2:01 - Assistance at School Events

Section 2:02 - Breaks/Lunch Period

Section 2:03 - Commencement

Section 2:04 - Duty Schedule

Section 2:05 - Field Trips

Section 2:06 - Additional Health and Safety for Paraprofessionals

Section 2:07 - Information Needed - Special Students

Section 2:08 - Notification of Assignments

Section 2:09 - Paraprofessional Responsibilities/Teacher Substitutes

Section 2:10 - Paraprofessional Training

Section 2:11 - Professional Growth

Section 2:12 - Relief from Nonprofessional Duties

Section 2:13 - Acquiring Substitutes

Section 2:14 - Reporting/Departing School

Section 2:15 - School Year - Work Year

Section 2:16 - Student Discipline

Section 2:17 - Summer School/Programs Selection Procedure

Section 2:18 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)

ARTICLE I - GENERAL RECOGNITION

The St. Tammany Parish School Board (hereinafter known as the “Board”) recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the “Federation”) as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time, non-administrative, nonsupervisory employees (hereinafter referred to as “Employees” or “Bargaining Unit members”). The phrase “full-time or part-time, non-administrative, nonsupervisory employee” means the following: all full-time or part-time custodians but specifically excluding substitutes, temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

ARTICLE II - WORKING CONDITIONS

Section 2:01 - Assistance at School Events

The Federation and the Board recognize the importance of special events for students and the role they play in the development and education of students. Although employees shall not be required to chaperone at assemblies, dances or sporting events held after the workday, both the Board and the Federation endorse their past and continuing volunteerism in supervising students at such events.

Section 2:02 - Breaks/Lunch Period

1. Employees shall receive a 15-minute morning and a 15-minute afternoon break.
2. Administration will determine breaks and lunch sessions based on student and campus need.
3. Each employee shall be given a 30-minute duty-free lunch period.
4. Breaks and lunches cannot be combined to create longer sessions.

Section 2:03 - Commencement

Employees will be given the day off on which commencement exercises are held, with pay, to attend such exercises in order to receive their Bachelor’s Degree in Education. This day will not be deducted from accrued leave days.

Section 2:04 - Duty Schedule

1. The duty schedule for the employees covered by this Agreement shall be established in accordance with the duty schedule provisions found in Provisions Applicable to Teachers and Other Certificated Employees.
2. Employees shall be permitted to leave campus during their duty-free lunch period provided they notify an administration and return to campus in time to commence work as scheduled.
3. On those days when students are not in attendance at lunch time (e.g., exam days, parent conference days, record days, etc.), all school-based employees shall be given one (1) hour of duty-free lunch.
4. When a paraprofessional is absent on a day he is scheduled for duty and a substitute is hired, the substitute shall perform the scheduled duty for the absent paraprofessional. The employee shall ensure the substitute has knowledge of all duty and job assignments assigned for the day.

Section 2:05 - Field Trips

Employees who are required to go on field trips with students will have their transportation, necessary tickets and entry fees paid for by the school sponsoring the trips.

Section 2:06 - Additional Health and Safety for Paraprofessionals

1. The Board shall provide the appropriate safety gloves and cleansing agents for paraprofessionals required to perform medical procedures, diapering, or who are regularly in contact with bodily fluids of students.
2. Paraprofessionals who are assigned to a classroom where a student or students require specific medical procedures shall be trained according to State guidelines.
3. Paraprofessionals who are assigned to a student who has a history of behavior shall be briefed on the behaviors prior to working with the student and given training and advice on how to best handle the specific student and behaviors.

Section 2:07 - Information Needed - Special Students

If permitted by law and in cases where paraprofessionals need the information in the interest of their safety or that of the health or safety of the student(s) in their care, paraprofessionals will be provided with the name of any student(s) in their care with a chronic medical problem (including emotional problems) along with the nature of the problem and any special instructions regarding how to handle any medical emergency involving the student. This information will be imparted to the paraprofessional by the teacher with whom he works.

Section 2:08 - Notification of Assignments

1. Employees shall have the right to request job assignments prior to May 1st of each school year.
2. The principal or supervisor shall give every consideration to an employee's request for assignment.
3. The principal or supervisor shall notify employees of their tentative assignment for the following school year at least by the close of school.
4. An employee shall be notified of a change in assignment as soon as feasible. Such notification shall be notified in writing by email and phone call to the employee's last known phone number in STPSB directory.
5. Changes in an employee's assignment shall not be made for punitive reasons. Changes in assignments shall be made in the best interest of the student(s) and the campus as a whole.

Section 2:09 - Paraprofessional Responsibilities/Teacher Substitutes

1. Substitutes shall normally be hired or engaged to replace teachers who are absent from work. In emergency situations, paraprofessionals may be used in their assigned program or setting until a substitute arrives. The parties agree that no paraprofessional shall be called away from their assigned room to substitute in a different room as this could potentially put employees in a position of violating law(s) regarding FAPE, IEP, BIP, etc.
2. Any paraprofessional requiring special assistance while the teacher is away from the classroom should report the circumstances to the principal's office.
3. In the event a substitute is not procured and the paraprofessional must remain in their assigned program or setting as a substitute teacher for an hour or more, the paraprofessional shall receive a differential pay flat stipend of ten dollars per hour in addition to their normal pay for each full hour worked.

Section 2:10 - Paraprofessional Training

Paraprofessionals newly assigned to Students with Exceptionalities classes shall be trained in their job responsibilities. They shall be compensated if such training is conducted outside of regular working hours.

Section 2:11 - Professional Growth

1. The Board shall provide workshops and seminars to train employees in new technology which employees are required to learn for the performance of their job duties.
2. Employees shall be reimbursed reasonable and customary travel expenses in accordance with Board policy when required by the Board to attend out-of-parish workshops and seminars.
3. Paraprofessionals must maintain NCI and CPR certifications. NCI is provided by the district. CPR renewals are the responsibility of the paraprofessional but will be reimbursed by the district.

Section 2:12 - Relief from Nonprofessional Duties

1. Employees shall not be required to engage in searches for the purpose of locating explosive devices. Employees shall be responsible for evacuating students from the building when so directed and will reasonably cooperate with officials in identifying the potential location or source of any explosive or hazardous device as long as doing so does not endanger the employee.
2. Employees shall not be required to participate in the physical inspection of students to determine the presence of health hazards.
3. Employees shall not be required to participate in any fund-raising activity when not on duty for the school. Employees shall not be required to devote classroom duty time to fund-raising activities, except in the context of homeroom duties.
4. Employees shall not be required to contribute funds to any activity or for any purpose except as required by law.

Section 2:13 - Acquiring Substitutes

1. Employees must notify their administrator/supervisor of their absence at least 60 minutes prior to the start of the workday barring an emergency.
2. Paraprofessionals must also place their absences in the electronic substitute tracking program (Frontline/AESOP).

Section 2:14 - Reporting/Departing School

1. Paraprofessionals shall be required to clock in to work and clock out of work by electronic or mechanical means established by the Board and report to work at least five (5) minutes prior to the intake bell or start of their assigned daily work schedule, but in no case shall the employee clock in more than fifteen (15) minutes prior to the intake bell or start of their assigned work daily schedule.
2. They shall remain at the school to which they are assigned for a period of ten (10) minutes following the final bell or after they complete their assigned duty, at which time they shall clock out.

Section 2:15 - School Year - Work Year

1. The work year shall be established by the Board and will meet or exceed the instructional time and student attendance requirements of Bulletin 741.
2. Included in the work year will be one (1) day prior to the first student attendance day, up to two (2) total days throughout the school year for which students are not in attendance, and (1) day after the last student attendance day. These days are part of the

paraprofessional's contract days and may be utilized for professional development as determined by the Superintendent or his designee.

3. Paraprofessionals will not be required to work the two professional development days at the beginning of the school year.

Section 2:16 - Student Discipline

Paraprofessionals shall refer disruptive students to the teacher of record for appropriate action as defined by the *Handbook on Attendance, Discipline & School Records*. If the teacher of record is absent, the offending student will be referred to the substitute replacing the absent teacher or if none is employed, to the principal or his designee.

On discipline referrals from the paraprofessional, the paraprofessional will be notified by the teacher of action taken concerning the offending student.

Section 2:17 - Summer School/Programs Selection Procedure

The following shall be adhered to in the selection of summer school employees from among those who have applied:

1. A rotating system shall be utilized. Only qualified employees will be eligible for selection. Selection shall be made on the basis of the following criteria, with no one criteria, other than (1) below, having more weight than any other:
 - A. Successful experience in performing the particular duties required;
 - B. Meets all credentials for the position, i.e. education, training and certifications;
 - C. Overall experience;
 - D. Experience in St. Tammany Parish;
 - E. Prior job assignment; and
 - F. Evaluations.
2. Employees shall be limited to three (3) consecutive years in the summer school program. This may be waived if there are no applicants with successful experience in performing the particular duties required.
3. Summer school applies only to regular and students with exceptionalities K through 12 summer school offered to students in order to change a failing report card grade to a passing grade or to earn new Carnegie Unit credits.

Section 2:18 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)

1. Paraprofessional employees shall work the same schedules as teachers, with the exception that they shall not work on professional days for teachers mandated by the State. They shall also perform duty involving the non-classroom supervision and monitoring of students in accordance with the duty schedule developed for the school to which they are assigned.
2. The total number of regular hours worked by a paraprofessional under this agreement shall not exceed 40 hours in any single workweek without the express permission of the Superintendent or Associate Superintendent. Any paraprofessional who believes or asserts that he or she is being required to work in excess of 40 hours in a single work week shall report this directly to his or her principal and/or to the Department of Human Resources.
3. In order to assure FLSA compliance, and as long as paraprofessionals are considered non-exempt under the FLSA, paraprofessionals shall be required to clock in to work and clock out of work by electronic or mechanical means established by the Board. Clocking in and out in this manner shall also apply in cases where paraprofessionals have a 30-minute duty-free lunch. Clocking in and clocking out will not be required for fifteen (15) minute breaks.
4. Any hours worked by a paraprofessional in excess of 40 in a single workweek shall be compensated in accordance with the FLSA by paying the paraprofessional 1.5 x his or her regular rate, or, alternatively, by giving the employee compensatory time-off equal to 1.5 hours for each hour worked in excess of 40. The employee shall decide whether to compensate his overtime with extra pay or with compensatory time off. NOTE: This decision can only be changed annually.
5. The parties understand and agree that the salary paid to paraprofessionals is based on a 40-hour week. Although they will be scheduled to work the same hours as teachers, i.e. less than eight (8) hours per day and less than 40 hours per week, there may be occasions when a paraprofessional remains at work longer than his or her scheduled hours for a given day to perform non-classroom duty, attend faculty meetings or perform other duties, in which case additional compensation need not be paid in order to comply with the FLSA.

PROVISIONS APPLICABLE TO **SECRETARIES & CLERKS**

ARTICLE I - GENERAL RECOGNITION

ARTICLE II - WORKING CONDITIONS

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Section 2:02 - Orientation

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ARTICLE I - GENERAL RECOGNITION

The St. Tammany Parish School Board (hereinafter known as the “Board”) recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the “Federation”) as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time, non-administrative, nonsupervisory employees (hereinafter referred to as “Employees” or “Bargaining Unit members”). The phrase “full-time or part-time, non-administrative, nonsupervisory employee” means the following: All secretarial and clerical personnel, specifically excluding confidential secretaries and clerks, substitutes, temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included.

ARTICLE II - WORKING CONDITIONS

Section 2:01 - Employee Training

Employees shall be trained to perform duties which are new to them. Training shall take place during regular working hours. If not, employees will be compensated for training time spent outside of regular working hours.

Section 2:02 - Orientation

New employees shall be apprised of personnel policies upon their hire. Newly hired or promoted employees shall be oriented into their responsibilities on the job by their supervisor(s) or coworker. Time spent in on-the-job orientation will be considered part of the regular workday. Instructions and work assignments given to employees regarding their responsibilities will be given during the regular workday.

Section 2:03 - Preservation of Confidences

All unit secretaries and clerks directed to perform confidential tasks by principals or supervisors will continue to do so, preserving confidentiality as required. The fact that these employees are not considered “confidential” employees for purposes of unit exclusion will not derogate from this job requirement in any manner whatsoever.

Section 2:04 - Professional Development

The Board will conduct at least one beginning of the year seminar for all new members of the Bargaining Unit to assist them in the efficient execution of their duties.

Section 2:05 - Professional Growth

The Board shall provide workshops and seminars to train employees in new technology which employees are required to learn for the performance of their job duties. Employees shall be reimbursed reasonable and customary travel expenses in accordance with the district’s current mileage allotments when required by the Board to attend out-of-parish workshops and seminars.

Section 2:06 - Promotions and Advancement

1. No employee will be transferred, demoted or terminated as a direct result of the promotion of an administrator or the transfer of an administrator from one worksite to another.
2. Promotions will be considered and determined in the same manner as voluntary transfers in accordance with the Voluntary Transfers section of this Provision.
3. Employees who apply for promotion to a vacant position will be considered under the Voluntary Transfers section of this Provision prior to outside applicants being considered and/or hired.

Section 2:07 - Student Discipline

Employees will not be required to administer discipline to students. It is understood that employees will be required to maintain order in their work areas and offices and to take reasonable action to curtail disruptions by students.

Section 2:08 - Teacher Absences and Substitutes

1. Employees will not be required to respond to communication outside of work hours regarding staff absences.
2. School secretaries will not be required to secure substitutes for absent teachers outside of their work hours.

Section 2:09 - Work Year

The regular work year for secretarial and clerical employees will be as follows:

- 10-month employees199-200 days
- 11-month employees220 days
- 12-month employees261-263 days*

*Depends on dates on which holidays fall

Section 2:10 - Breaks/Lunch Period

1. Employees shall receive a 15-minute morning and a 15-minute afternoon break.
2. Administration will determine breaks and lunch sessions based on student and campus need.
3. Each employee shall be given a 30-minute duty-free lunch period.
4. Breaks and lunches cannot be combined to create longer sessions.

Section 2:11 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)

1. Secretaries and clerks shall be scheduled for a seven (7) hour workday, inclusive of two (2) 15- minute breaks, but exclusive of a 30-minute duty-free lunch. Part-time secretaries and clerks shall work the schedule established by their principals or supervisors and shall receive one (1) 15-minute break.
2. The total number of regular hours worked by secretaries and clerks shall not exceed 40 hours in any single workweek without the express permission of the Superintendent or designee. Any employee who believes or asserts that he or she is being required to work in excess of 40 hours in a single workweek shall report this directly to his or her principal and/or to the Department of Human Resources.
3. In order to assure FLSA compliance, secretaries and clerks shall be required to clock in to work and clock out of work by electronic or mechanical means established by the Board. Clocking in and out in this manner shall also apply in cases where secretaries and clerks receive a lunch break. Clocking in and clocking out will not be required for 15-minute breaks.
4. Any hours worked by secretaries and clerks in excess of forty (40) in a single workweek shall be compensated in accordance with the FLSA by paying the secretary or clerk 1.5 x his or her regular rate, or, alternatively, by giving the employee compensatory time-off equal to 1.5 hours for each hour worked in excess of forty (40). The employee shall decide whether to compensate his overtime with extra pay or with compensatory time off. NOTE: This decision can only be changed annually.
5. The parties understand and agree that the salary paid to full-time secretaries and clerks is based on a 40-hour week. Although they will be scheduled for a 35-hour week, there may be occasions when a secretary or clerk remains at work longer than his or her scheduled hours for a given day, in which case additional compensation need not be paid in order to comply with the FLSA.

Glossary

Principal means any school-based administrator.

Building representative means the employee designated by the Federation as its agent at any particular work location.

Authorized representative means any agent of the Federation.

School means any work location where teachers and employees are regularly assigned.

Employee means a member of the Bargaining Unit.

Bargaining Unit Member means an employee of the Board covered by the terms and conditions of this Agreement. The singular shall include the plural. The masculine shall include the feminine.

Board means the St. Tammany Parish School Board or any successor Board elected during the term of this Agreement or any person or persons designated by the Board as its representative.

Superintendent means the Superintendent of Schools or designee.

Federation President means the president of the St. Tammany Federation of Teachers or designee.

Competing Organization means any for-profit or nonprofit corporation, partnership or unincorporated association which actively competes or campaigns for or against collective bargaining rights or which seeks to represent members of the Bargaining Unit for purposes of collective bargaining, or which seeks ballot status in collective bargaining elections irrespective of whether such organization characterizes itself as a "labor" organization.

Supervisor of Administration means the individual holding that position or his designee.

Representative means Federation representative unless specified to the contrary.

Worksite means any work location where employees are regularly assigned.