

## PROCEEDINGS OF THE TERREBONNE PARISH SCHOOL BOARD

September 18, 2012

The Terrebonne Parish School Board met today at 7:00 P.M. in regular session at its regular meeting place, the Terrebonne Parish School Board Office, 201 Stadium Drive, Houma, Louisiana, with Mr. L. P. Bordelon, III, President, presiding, and the following members present: Mr. Roger Dale DeHart, Vice-President; Mr. Roosevelt Thomas, Mr. Richard Jackson, Ms. Debi Benoit, Ms. Brenda Leroux Babin, Mr. Donald Duplantis, and Mr. Hayes J. Badeaux.

ABSENT: Mr. Gregory Harding

Mr. Badeaux led the Board and audience in the invocation and Pledge of Allegiance to the Flag.

Motion of Mr. Duplantis, seconded by Mr. Thomas, unanimously carried, the Board approved the minutes of School Board meetings of August 21, 2012, and September 4, 2012, as recorded.

Mr. Harding entered the meeting at this time and was present for the remainder of the proceedings.

The following Education and Policy Committee report was presented to the Board with Mr. Jackson, Chairman, presiding:

Dear Members of the Board:

**The EDUCATION and POLICY COMMITTEE** met in the Board Room of the School Board Office, 201 Stadium Drive, at 5:00 P.M., on Monday, September 10, 2012, with the following members present: Mr. Richard Jackson, Chairman, Ms. Brenda Leroux Babin, Vice-Chairman, and Mr. Donald Duplantis. Also in attendance were Mr. L. P. Bordelon, III, Superintendent Philip Martin, and members of the staff.

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

Mr. Bordelon addressed the Committee regarding student appeals. He discussed when students are expelled during the last month of school (May) for drugs, weapons, and/or other serious offenses, that the Board consider re-entry for the student at the end of the first grading period of the new school year.

Ms. Babin addressed the Committee regarding a procedure for notifying School Board Members and employees of actions during emergency situations, such as hurricanes and bus accidents. She stated the need for having a "record" of when and how notifications are executed, and offered the following motion:

### **RECOMMENDATION NO. 1**

**The Committee recommends** that the Board authorize the staff to develop a formal emergency communication plan to inform School Board Members, employees, and the public, relative to emergency school closures and re-openings; and further, that the plan be developed and brought back to Committee.

Superintendent Martin presented revisions to policy FILE: B-16 School Board Ethics, according to recent legislation.

**RECOMMENDATION NO. 2**

**The Committee recommends** that the Board approve, as presented, the following revised policy FILE: B-16 School Board Ethics:

**FILE: B-16**  
**Cf: A-5**

**SCHOOL BOARD ETHICS**

Recognizing that as a member of a public school board and that each Board Member is filling a position of public trust, responsibility, and authority endowed by the State of Louisiana, the Terrebonne Parish School Board, individually and collectively, shall subscribe to the principles of the Louisiana School Boards Association, by which a School Board Member should be guided.

1. My allegiance is first to the children of my parish or city school system and not to any political party or business organization.
2. I will not seek through my office special privileges or private gain, nor will I use my position to promote my business or professional interest.
3. I will seek to provide equal educational opportunities for all the children regardless of race, creed, or location.
4. I recognize that it is my duty to assist in formulating educational policy. However, I recognize that it is the duty and responsibility of the Superintendent in his capacity as executive officer to see that these policies are carried out.
5. I understand that in the selection of teachers and all other school personnel the Superintendent nominates candidates for these positions and selection by the Board is made from such nominations based on merit alone. I will not bring pressure on the Superintendent to nominate candidates in whom I have a special interest. I will insist that the Board reserve to the Superintendent the privilege and responsibility of nominations of candidates for school personnel. I recognize that the training of the child is a paramount matter and that giving employment is a secondary matter.
6. I understand that I have no authority as an individual Board Member but must act with and through the Board as a whole, and I must be governed by the decisions of the Board.
7. I will keep myself as well informed as possible about the conditions in the school system and about such other matters as will help me serve as an efficient School Board Member.
8. Understanding that as a representative of the public, I will endeavor to keep the public informed about the progress and needs of the schools.
9. I will refrain from making any commitment upon any subject which rests within the School Board's authority for final discussion and

decision.

10. Recognizing that all school personnel should work in close cooperation, I will give my hearty support to the total school program. I will not publicly criticize school personnel but will make such criticism to the Superintendent for investigation and action if necessary.
11. Recognizing that the Superintendent is the executive officer of the school system, any recommendations and complaints that may have been submitted to me shall be referred to the Superintendent for presentation to the Board.
12. I will affiliate with my professional organization, the Louisiana School Boards Association, and as far as possible will attend the convention and take part in its activities.
13. Recognizing that the expenditure of public school funds is a public trust, I will endeavor to see that all public funds shall be expended efficiently, economically, and for the best interest of the schools.
14. With a basic belief in the dignity of the individual, I will respect teachers, and as a Board Member I will not subject their daily lives to harsh or petty restrictions which I would not impose on other good citizens.
15. I will attend Board meetings with an open mind and listen to what other Board Members and other individuals or groups have to say before making final decisions.
16. I will continue my interest in the school program at all times and as an individual citizen and champion of the schools, I will guard the interests of the school. When citizens and patrons who do not know or fail to remember my limitations of authority call on me to correct some situations in connection with the school, I will not avoid the issue by denying authority but will counsel with the applicant and advise him of procedure to be followed to resolve the problem in the best interest of education.
17. As the administration of the schools of Louisiana is conducted on parish-wide or city-wide basis and as my responsibility is to all the children, I will consider the program for the whole administrative unit in making my decisions. I will not try to seek special privileges for my own ward.
18. Recognizing the rights of the employee and the Board, I will insist on following completely the procedure stipulated by law in every case where a teacher or other employee is being tried for incompetence or other causes which might subject him to dismissal.

In addition, certain actions of elected officials may be considered improper, and in some circumstances, illegal. Actions which may present a conflict of interest, acceptance of gifts, or solicitations, or gratuities, abuse of authority of office or position, and decisions regarding the employment of a family member of an official are all subject to statutory restrictions. The ethical conduct of Board Members, as well as other designated officials, shall be in accordance with state law.

#### GIFTS

Acceptance of personal gifts by any Board Member or employee of the Terrebonne Parish School Board from persons or firms doing business with the School Board, or any department or school thereof, is prohibited. Reduced cost and/or free travel expenses are also defined as gifts with regard to this policy provision. This policy provision does not preclude acceptance of food, drinks, or refreshment of a social nature or participation in a social event, provided the value of the food, drink, or refreshment does not exceed that amount permitted under state law. It also shall not preclude the acceptance of campaign contributions for use in meeting campaign expenses by any employee or Board Member who is or becomes a candidate for election to any public office.

#### NEPOTISM

No member of the immediate family of an agency head shall be employed in his/her agency. No member of the immediate family of a member of a governing authority or the chief executive of a governmental entity shall be employed by the governmental entity, with limited exception as outlined below.

The provisions above shall not prohibit the continued employment of any public employee nor shall it be construed to hinder, alter, or in any way affect normal promotional advancements for such public employee where a member of a public employee's immediate family becomes the agency head of such public employee's agency, provided that such public employee has been employed in the agency for a period of at least one year prior to the member of the public employee's immediate family becoming the agency head.

#### Exceptions

**Any School Board Member, Superintendent, or Principal whose immediate family member is employed or who may be employed, as excepted below, shall recuse himself/herself from any decision involving the promotion or assignment of teaching or service location of such employee.**

1. ~~The School Board may employ~~ Any member of the immediate family of any Board Member or the Superintendent **may be employed** as a classroom teacher provided that such family member is *certified to teach*. ~~Any School Board member or Superintendent whose immediate family member is employed by the School Board shall recuse himself/herself from any decision involving the promotion or assignment of teaching location of the employee.~~
2. ~~The School Board may employ~~ An immediate family member of an athletic director of a school **may be employed** as a coach at such school.

#### PROHIBITED TRANSACTIONS

Any School Board member, Superintendent, or employee is prohibited by state law, with limited exception as provided in La. Rev. Stat. Ann. §42:1120, from participating in a transaction in which he/she has a personal substantial economic interest of which he/she may be reasonably expected to know involving the governmental entity. Also, any School Board member, Superintendent, or employee is prohibited by

state law, except as provided in La. Rev. Stat. Ann. §42:1120, from participating in a transaction involving the governmental entity in which, to his/her actual knowledge, any of the following persons has a substantial economic interest:

- (1) Any member of his/her immediate family.
- (2) Any person in which he/she has a substantial economic interest of which he/she may reasonably be expected to know.
- (3) Any person of which he/she is an officer, director, trustee, partner or employee.
- (4) Any person with whom he/she is negotiating or has an arrangement concerning prospective employment.
- (5) Any person who is a party to an existing contract with such public servant, or with any legal entity in which the public servant exercises control or owns an interest in excess of twenty-five percent, or who owes any thing of economic value to such public servant, or to any legal entity in which the public servant exercises control or owns an interest in excess of twenty-five percent, and who by reason thereof is in a position to affect directly the economic interests of such public servant.

Every public employee shall disqualify himself/herself from participating in a transaction involving the governmental entity when a violation of state law would result.

#### ABUSE OF OFFICE

No School Board Member, Superintendent, or employee shall use the authority of his/her office or position, directly or indirectly, in a manner intended to compel or coerce any person or other public servant to provide himself/herself, any other public servant, or other person with any thing of economic value.

No School Board Member, Superintendent, or employee shall use the authority of his/her office or position, directly or indirectly, in a manner intended to compel or coerce any person or other public servant to engage in political activity.

No School Board Member shall act in an individual capacity to use the authority of his/her office or position as a member of the School Board in a manner intended to interfere with, compel or coerce any personnel decision, including the hiring, promotion, discipline, demotion, transfer, discharge, or assignment of work to any school employee.

No School Board Member shall use the authority of his/her office or position as a member of the School Board in a manner intended to interfere with, compel, or coerce any school employee to make any decision concerning benefits, work assignment, or membership in any organization.

#### TRANSACTIONS AFTER TERMINATION OF PUBLIC SERVICE

No former agency head or elected official shall, for a period of two (2) years following the termination of his/her public service as the head of such agency or as an elected public official serving in such agency, assist

another person, for compensation, in a transaction, or in an appearance in connection with a transaction, involving that agency or render any service on a contractual basis to or for the Board.

No former member of the School Board shall, for a period of two (2) years following the termination of his/her public service on such Board, contract with, be employed in any capacity by, or be appointed to any position by the Board, except that the School Board may employ a former member for any classroom teaching position which requires a valid Louisiana teaching certificate or a school psychologist with a valid certificate in school psychology, provided the former School Board Member holds such a certificate.

No former School Board employee shall, for a period of two (2) years following the termination of his/her employment, assist another person, for compensation, in a transaction, or in an appearance in connection with a transaction in which such former public employee participated at any time during his/her public employment and involving the School Board by which he/she was formerly employed, or for a period of two (2) such years following termination of his/her employment, render any service which such former public employee has rendered to the School Board during the term of his/her public employment on a contractual basis, regardless of the parties to the contract, to, for, or on behalf of the School Board with which he/she was formerly employed.

#### DEFINITIONS

**Agency** means a department, office, division, agency, commission, board, committee, or other organizational unit of a governmental entity. For public servants of political subdivisions, it shall mean the agency in which the public servant serves, except that for members of any governing authority and for the elected or appointed chief executive of a governmental entity, it shall mean the governmental entity.

**Agency head** means the chief executive or administrative officer of an agency or any member of a board or commission who exercises supervision over the agency.

**Immediate family** as the term relates to a public servant means his/her children, the spouses of his/her children, his/her brothers and their spouses, his/her sisters and their spouses, his/her parents, his/her spouse, and the parents of his/her spouse.

**Public servant** means a public employee or an elected official.

**Political activity** means an effort to support or oppose the election of a candidate for political office in an election.

**Substantial economic interest** means an economic interest which is of greater benefit to the public servant or other person than to a general class or group of persons, except:

- (a) The interest that the public servant has in his/her position, office, rank, salary, per diem, or other matter arising solely from his/her public employment or office.
- (b) The interest that an elected official who is elected to a house, body, or authority has in a position or office of such house, body, or authority which is required to be filled by a member of such house,

body, or authority by law, legislative rule, or home rule charter.

- (c) The interest that a person has as a member of the general public.

***Transaction involving the governmental entity*** means any proceeding, application, submission, request for a ruling or other determination, contract, claim, case, or other such particular matter which the public servant or former public servant of the governmental entity in question knows or should know:

- (a) Is, or will be, the subject of action by the governmental entity.
- (b) Is one to which the governmental entity is or will be a party.
- (c) Is one in which the governmental entity has a direct interest. A transaction involving the agency of a governmental entity shall have the same meaning with respect to the agency.

Revised: December 1997

Revised: December 1999

Revised: November 2003

Revised: January 2007

Revised: March 2009

Revised: February 2011

**Revised: September 2012**

Ref: La. Rev. Stat. Ann. §§17:81, 17:428, 42:1101, 42:1102, 42:1112, 42:1115, 42:1115.1, 42:1116, 42:1119, 42:1121, 42:1123; Board minutes, 12-16-97, 12-14-99, 11-18-03, 1-16-07, 3-17-09, 2-15-11.

Superintendent Martin presented revisions, according to recent legislation, to policy FILE: C-4 School Building Administration.

### **RECOMMENDATION NO. 3**

**The Committee recommends** that the Board approve, as presented, the following revised policy FILE: C-4 School Building Administration:

**FILE: C-4**

### **SCHOOL BUILDING ADMINISTRATION**

~~Principals of schools in which there are employed six (6) or more teachers, in addition to the principal, shall be non-teaching. Principals in schools with fewer than six (6) teachers shall be assigned a normal daily teaching load and must be certified to teach the grade or subjects assigned to them.~~ **The Superintendent shall delegate to the principal all decisions regarding the hiring and placement of any teacher or other personnel at the school in which the principal is employed, subject to the approval of the Superintendent.**

All principals shall be required to be at their schools at the time that the first bus arrives in the morning, or thirty (30) minutes prior to the scheduled take-in time of their worksite, whichever is earlier, and to remain at school until the last bus departs in the afternoon, or until the last child leaves the school campus. In case of emergency, the principal may appoint a faculty member to assume this duty for him/her.

Principals shall be required to attend meetings after school hours or on

Saturday morning when called by the Superintendent.

Principals, assistant principals, or administrative interns shall be required to attend all school functions held in their schools. When attendance of a principal is not possible because of a valid reason, a faculty member should be appointed to represent the principal.

**Revised: September 2012**

Ref: La. Rev. Stat. Ann. §17:81; Board minutes, 6-15-96.

Mrs. Stacy Solet, Supervisor of Elementary Education (K-8)/State Assessment and Testing, presented a summary report for the 2012 Summer School Program (attachment). She stated the first report measures the state results versus parish results and the second report measures promotional standards for high-stakes testing. She said there was a "significant increase" from spring to summer results, which concludes, the program is indeed successful for our students.

Ms. Linda Joseph, Supervisor of Child Welfare and Attendance, presented a spreadsheet regarding to 2012-2013 student enrollment as of September 5, 2012, (attachment). She said the "total number" was approximately 100 more than last year's total.

Dr. Debra Yarbrough, Supervisor of Personnel, presented several job descriptions, which were re-written to follow a standard rubric, in order to evaluate performance at the end of the school year (attachments).

**RECOMMENDATION NO. 4**

**The Committee recommends** that the Board approve, as presented, the attached Personnel Job Descriptions for the 2012-2013 School Year.

Dr. Yarbrough presented revisions, according to recent legislative changes, to policy FILE: F-9.2 Contracts.

**RECOMMENDATION NO. 5**

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

FILE: F-9.2

Cf: F-9.1

**CONTRACTS**

~~The Terrebonne Parish School Board and its professional employees, with approval by the Board, shall enter into Contracts of employment **between eligible employees and the Terrebonne Parish School Board shall be executed** for a specified period of time and compensation with exceptions as determined by the Board **in accordance with state law. Unless otherwise stipulated**, all employees shall meet all stated position qualifications and/or certification requirements before any contract shall become valid. ~~Non-tenured administrators and supervisory personnel shall be hired under the terms of a performance contract for a term of not less than two (2) nor more than four (4) years, which shall be agreed to by both the employee and the Board.~~ Renewal or issuance, when possible, of contracts of employment, as well as dismissal or nonrenewal of contract notices, with the exception of performance contracts, shall be~~



issued on or before the last day of each school year, whenever possible.

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

The Superintendent shall sign each teacher contract.

#### ANNUAL CONTRACTS

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

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

~~The failure of a permanent school teacher to sign a contract for the ensuing school year within two (2) weeks of the date that the contract is tendered will be considered as voluntary termination of employment on the part of the teacher, unless, under extenuating circumstances, an extension is granted by the Superintendent in writing.~~

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

~~Teachers with college preparation, who shall be employed by the Terrebonne Parish School Board, shall be required to sign contracts for a period of one (1) year or the remainder of one (1) year. These contracts are to be signed by the Superintendent and are subject to the approval of the Board.~~

#### Performance Contracts

Administrative and supervisory personnel in positions that require certification shall be hired under the terms of a performance contract of not less than two (2) nor more than four (4) years, except when such employment is for a temporary position. The Board shall make the final decision regarding the length of any such performance contract.

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

Revised: September 2012

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

Dr. Yarbrough presented revisions, according to recent legislative changes, to policy FILE: F-9.3 Recruitment.

### **RECOMMENDATION NO. 6**

The Committee recommends that the Board approve, as presented, the following revised policy FILE: F-9.3 Recruitment:

FILE: F-9.3  
Cf: F-9.4, F-10.4

### **RECRUITMENT**

The Terrebonne Parish School Board shall make a concerted effort to employ **recruit** the best employees **qualified applicants** available, and to assign such employees to positions, departments, levels or subject fields in which they have achieved full qualification or certification. **When vacancies occur in existing positions or when new positions are created, and such positions are not filled by transfer of qualified personnel, the Superintendent or his/her designee shall post notice of the vacancy and shall have the discretion to advertise for certain positions when circumstances warrant.** The most commonly employed methods for securing applications are the following:

- a. ~~Accepting applications from all individuals who apply for positions regardless of age, race, religion, sex, national origin, or other personal distinctions.~~
- b. ~~Seeking recommendations from placement bureaus in colleges and universities.~~
- c. ~~Visiting campuses of institutions of higher learning to actively recruit applicants.~~

~~All administrative, supervisory and non-instructional personnel positions, regardless of funding source, shall be advertised at least two (2) weeks prior to the application deadline. Any exception shall require Board approval.~~

~~No individual shall be rejected for any position because of the applicant's age.~~

**When filling vacancies in positions of authority or those with policymaking duties, the Superintendent or his/her designee shall not utilize only oral contacts and interviews of applicants considered, or use any other means to circumvent the provisions of state statute. Nothing, however, shall prohibit oral contact prior to a person becoming an applicant or shall prohibit oral contact which may result in a written application or other documents.**

## APPLICATIONS

Applications submitted for any vacancy shall be retained by the personnel department.

Disclosure of Information by Applicant (*Information moved from policy F-9.4 Employment of Personnel*)

Prior to hiring any employee, **As part of the application process**, the School Board shall require the applicant to sign a statement that authorizes the release and disclosure of the following information by the applicant's current or previous employer(s):

1. All actual cases of sexual misconduct with a minor or student by the applicant.
2. All instances of *sexual misconduct with students*, as defined by the Louisiana Board of Elementary and Secondary Education (BESE), and outlined in the *Louisiana Handbook for School Administrators, Bulletin 741*, committed by the applicant, if any, if such employer is/was a city, parish, or other local public School Board.

~~*Adult sexual misconduct in schools*, as defined by BESE for the purposes of disclosing information to the School Boards includes sexually inappropriate behavior by the adult that is directed at a student, including but not limited to sexually related conversations, jokes, or questions directed at students. More specifically, *sexual misconduct* is:~~

- ~~a. any conduct that would amount to sexual harassment under Title IX of the (U.S.) Education Amendments of 1972, as amended;~~
  - ~~b. any conduct that would amount to a sexual offense affecting a minor under state criminal codes;~~
  - ~~c. any sexual relationship by a school employee with a student, regardless of the student's age; with a former student under 18; with a former student (regardless of age) who suffers from a disability that would prevent consent in a relationship. All students enrolled in the school and in any organization in which the school employee holds a position of trust and responsibility are included;~~
  - ~~d. any activity directed toward establishing a sexual relationship such as sending intimate letters, engaging in sexualized dialogue in person, via the Internet, in writing or by phone, making suggestive comments, dating a student.~~
3. All investigations of sexual misconduct by the applicant with a minor or student that occurred within thirty-six (36) months prior to the applicant's resignation, dismissal, or retirement from employment.
  4. All actual or investigated cases of *abuse* or *neglect* committed by the applicant, if any, if such employer is/was the Louisiana School for the Deaf, the Louisiana School for the Visually Impaired, or the Louisiana Special Education Center.

In accordance with the Louisiana Children's Code, Art. 603:

1. ~~Abuse means any one of the following acts which seriously endanger the physical, mental, or emotional health and safety of the child:~~
  - a. ~~The infliction, attempted infliction, or, as a result of inadequate supervision, the allowance of the infliction or attempted infliction of physical or mental injury upon the child by a parent or any other person.~~
  - b. ~~The exploitation or overwork of a child by a parent or any other person.~~
  - c. ~~The involvement of the child in any sexual act with a parent or any other person, or the aiding or toleration by the parent or the caretaker of the child's sexual involvement with any other person or of the child's involvement in pornographic displays, or any other involvement of a child in sexual activity constituting a crime under the laws of Louisiana.~~
  
2. ~~Neglect means the refusal or willful failure of a parent or caretaker to supply the child with necessary food, clothing, shelter, care, treatment, or counseling for any injury, illness, or condition of the child, as a result of which the child's physical, mental, or emotional health is substantially threatened or impaired. Neglect includes parental neglect. Consistent with Louisiana Children's Code, Art. 606(B), the inability of a parent or caretaker to provide for a child due to inadequate financial resources shall not, for that reason alone, be considered neglect. Whenever, in lieu of medical care, a child is being provided treatment in accordance with the tenets of a well-recognized religious method of healing which has a reasonable, proven record of success, the child shall not, for that reason alone, be considered to be neglected or maltreated. However, nothing herein shall prohibit the court from ordering medical services for the child when there is substantial risk of harm to the child's health or welfare.~~

If an investigation determined that a formal allegation of an applicant was inconclusive, unjustified, or otherwise without cause for further formal pursuit, the applicant shall not be required to disclose such information.

The statement shall also request the current or previous employing School Board make available to the School Board, **through its Superintendent or his/her designee**, within twenty (20) business days of receipt of the request, copies of all documents as contained in the applicant's personnel file maintained by such employer relative to instances of sexual misconduct, if any. Such request for information shall include a copy of the required statement signed by the applicant.

The School Board **The Superintendent, or principal, with the approval of the Superintendent**, may employ any applicant on a conditional basis pending the Board's review of any information obtained pursuant to this request. **Permanent employment shall not occur until the information has been satisfactorily verified.** However, in accordance with statutory provisions, the School Board shall not hire any applicant who does not sign

the statement as required by law.

Any information obtained by the School Board as a result of the statement and request outlined above shall be used by the Board *only* for the purpose of evaluating an applicant's qualifications for employment in the position for which he/she has applied, is not subject to the state public records statutes, and shall not be disclosed to any person, other than the applicant, who is not directly involved in the process of evaluating the applicant's qualifications for employment.

**In addition to the above, as part of the application process, the School Board shall request the applicant's performance evaluation results, if applicable. The applicant, once the evaluation results have been received, shall be given an opportunity to review the information received and provide any response or information the applicant deems appropriate.**

In addition to the above **Finally**, the applicant shall grant permission by signing a statement on the application form that permits the School Board to have access to any and all reference, background, and previous employment information and to receive copies of any such documentation from a current or previous employer.

#### Disclosure of Applicant's Records

The name of each applicant for certain positions of authority or those with policymaking duties, the qualifications of such an applicant, and any relevant employment history or experience of such an applicant shall be available for public inspection, examination, copying, or reproduction as provided for in the statutory provisions governing public works.

#### Bus Operators

**All persons, prior to employment as a bus operator with the Board, shall fill out an application form. Each applicant shall complete all prerequisites required by law and Bulletin 119, *Louisiana Student Transportation Specifications and Procedures*, before he/she shall be considered for employment as a bus driver or substitute bus driver.**

**Upon completion of the prerequisites, the applicant's valid application shall be filed in the personnel department for consideration of employment to fill vacancies as they occur. All applications shall be validated each year.**

#### CRIMINAL HISTORY OF APPLICANTS (*Information moved from policy F-9.4 Employment of Personnel*)

The Terrebonne Parish School Board shall require, in accordance with state law, applicants for employment with the School Board to submit necessary information regarding their backgrounds. A prospective employee shall be required to provide authorization for the disclosure of any information regarding past criminal activities, including arrests, convictions, having pled nolo contendere, or other dispositions, including dismissal of convictions, of any criminal offense, in accordance with La. Rev. Stat. Ann. §15:587.

A standard applicant fingerprint card acceptable to the Louisiana Bureau of Criminal Identification and Information and a disclosure authorization form shall be provided the applicant by the School Board or may be

obtained from local police authorities. It shall be the responsibility of the applicant to have his/her fingerprints taken by a qualified individual and submitted to the proper authorities for processing. Any cost associated with fingerprinting or the disclosure of background information on an applicant may be passed on to the applicant.

1. No person who has been convicted of or has plead *nolo contendere* to crimes listed in La. Rev. Stat. Ann. §15:587.1 shall be hired as a teacher, substitute teacher, bus driver, substitute bus driver, or janitor, or as a temporary, part-time, or permanent school employee of any kind, unless approved in writing by a district judge and the district attorney with jurisdiction in this parish, or if employed on an emergency basis, unless approved in writing by the Superintendent. Any such statement of approval shall be kept on file at all times at the location wherein the employee is assigned and shall be produced upon request by any law enforcement officer.
2. For the purposes of reviewing the criminal history of prospective employees, any person employed to provide cafeteria, transportation, janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the school system.
3. Every such prospective employee shall be subjected to fingerprinting and each person's fingerprints shall be submitted to the proper authorities for a criminal history review.
4. A person who has submitted his/her fingerprints may be temporarily hired pending the results of the inquiry, subject to the approval of the Superintendent.
5. Upon the final conviction or upon a plea of *nolo contendere* of any crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74 (criminal neglect of family), any teacher may be dismissed following a review held in accordance with statutory provision.
6. Any other school employee if such employee is convicted of or pleads *nolo contendere* to crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, may be dismissed.
7. A teacher or any other School Board employee shall report any final conviction or plea of guilty or *nolo contendere* to any criminal offense, excluding traffic offenses, to the School Board within forty-eight (48) hours of conviction or plea.
8. The ~~Board~~ **Superintendent, or principal with the approval of the Superintendent**, may reemploy a teacher or other school employee who has been convicted of crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, **only** upon written approval of a district judge and the district attorney who has jurisdiction in this school district, or upon written documentation from the court in which the conviction occurred stating that the conviction had been reversed, set aside, or vacated.

New policy: September 1998

**Revised: September 2012**

Ref: La. Rev. Stat. Ann. §§15:587, 15:587.1, 17:15, 17:24.2, 17:81, 17:81.9, 17:83, 17:430, 17:3884, 23:291, 42:1119, 44:12.1, 44:31, 44:31.1, 44:32, 44:33, 44:34; La. Children's Code, Art. 603, 606; Board minutes, 9-15-98.

Dr. Yarbrough presented revisions, according to recent legislative changes, to policy FILE: F-9.4 Employment of Personnel.

### **RECOMMENDATION NO. 7**

The Committee recommends that the Board approve, as presented, the following revised policy FILE: F-9.4 Employment of Personnel:

FILE: F-9.4  
Cf: F-9.3, F-9.4a  
Cf: F-9.11, F-9.13, F-10.4

### **EMPLOYMENT OF PERSONNEL**

The Terrebonne Parish School Board and its administrative staff believes that it has an obligation to provide the children attending its schools with the very best personnel available regardless of race, color, creed, sex, age, national origin or any similar personal characteristic. Age shall be considered only with respect to minimums set by law.

The Superintendent or his/her designee shall be responsible for establishing and maintaining appropriate procedures for reviewing and evaluating any and all applicants for selection, including administrative and supervisory personnel, and assuring adherence to applicable state and federal legal requirements. Selection of personnel to fill all positions shall be **based upon performance, effectiveness, and qualifications applicable to each specific position. Decisions shall be** made on a non-discriminatory basis with selection procedures and evaluative criteria known to all applicants. Applicants should not resort to the use of political, social, or other pressures to gain employment or promotion.

### **PERSONNEL CHANGES**

~~The School Board shall select Teachers and all other personnel from recommendations made by the Superintendent.~~ **shall be selected for employment by the Superintendent.** It shall be the responsibility of the Superintendent to ensure that all persons recommended have proper certification where applicable, and are qualified for the position. ~~Nothing shall prevent the School Board from rejecting the recommendation made by the Superintendent and requiring the Superintendent to submit additional recommendations.~~ **Seniority and tenure shall not be used as the primary criteria when making any employment decision.**

**The Superintendent shall delegate to the school principal all decisions regarding the employment of any teacher or other personnel at the school in which the principal is employed, subject to the approval of the Superintendent.**

~~The Superintendent and/or his/her designee shall consult with the principal regarding any possible selections made by the Superintendent for hiring or placement of any teacher or other certified personnel at the school in which the principal is employed. In addition, The Superintendent and/or his/her designee shall consult with teachers regarding any possible selections made by the Superintendent for the hiring or placement of a principal at the school in which such teachers are employed, subject to~~

the provisions of any applicable court order.

~~The Board shall require all teaching personnel employed by the district to possess those qualifications set forth by the Louisiana Board of Elementary and Secondary Education (BESE) and by all applicable accrediting agencies. The Board also recognizes that these qualifications, as well as qualifications for all positions, are set up to promote minimum standards. The Superintendent and/or his/her designee shall strive to employ persons who exceed these minimum requirements, whenever possible.~~

#### ELIGIBILITY FOR EMPLOYMENT

To be eligible for employment with the Terrebonne Parish School Board, men born in 1960 or later must provide proof of registration with the Selective Service System in accordance with the Military Selective Service Act, Selective Service Regulations, and the President's Proclamation on Registration.

#### ~~DISCLOSURE OF INFORMATION BY APPLICANT (Moved to policy F-9.3, Recruitment)~~

~~Prior to hiring any employee, the School Board shall require the applicant to sign a statement that authorizes the release and disclosure of the following information by the applicant's current or previous employer(s):~~

- ~~1. All actual cases of sexual misconduct with a minor or student by the applicant.~~
- ~~2. All instances of sexual misconduct with students, as defined by BESE, committed by the applicant, if any, if such employer is/was a city, parish, or other local public School Board.~~

~~Adult sexual misconduct in schools, as defined by BESE for the purposes of disclosing information to the School Boards includes sexually inappropriate behavior by the adult that is directed at a student, including but not limited to sexually related conversations, jokes, or questions directed at students. More specifically, sexual misconduct is:~~

- ~~a. any conduct that would amount to sexual harassment under Title IX of the (U.S.) Education Amendments of 1972, as amended;~~
- ~~b. any conduct that would amount to a sexual offense affecting a minor under state criminal codes;~~
- ~~c. any sexual relationship by a school employee with a student, regardless of the student's age; with a former student under 18; with a former student (regardless of age) who suffers from a disability that would prevent consent in a relationship. All students enrolled in the school and in any organization in which the school employee holds a position of trust and responsibility are included;~~
- ~~d. any activity directed toward establishing a sexual relationship such as sending intimate letters, engaging in sexualized dialogue in person, via the Internet, in writing or by phone, making suggestive comments, dating a student.~~



- ~~3. All investigations of sexual misconduct by the applicant with a minor or student that occurred within thirty-six (36) months prior to the applicant's resignation, dismissal, or retirement from employment.~~
- ~~4. All actual or investigated cases of abuse or neglect committed by the applicant, if any, if such employer is/was the Louisiana School for the Deaf, the Louisiana School for the Visually Impaired, or the Louisiana Special Education Center.~~

~~In accordance with the Louisiana Children's Code, Art. 603:~~

- ~~1. Abuse means any one of the following acts which seriously endanger the physical, mental, or emotional health and safety of the child:
 
  - ~~a. The infliction, attempted infliction, or, as a result of inadequate supervision, the allowance of the infliction or attempted infliction of physical or mental injury upon the child by a parent or any other person.~~
  - ~~b. The exploitation or overwork of a child by a parent or any other person.~~
  - ~~c. The involvement of the child in any sexual act with a parent or any other person, or the aiding or toleration by the parent or the caretaker of the child's sexual involvement with any other person or of the child's involvement in pornographic displays, or any other involvement of a child in sexual activity constituting a crime under the laws of Louisiana.~~~~
- ~~2. Neglect means the refusal or willful failure of a parent or caretaker to supply the child with necessary food, clothing, shelter, care, treatment, or counseling for any injury, illness, or condition of the child, as a result of which the child's physical, mental, or emotional health is substantially threatened or impaired. Neglect includes parental neglect. Consistent with Louisiana Children's Code, Art. 606(B), the inability of a parent or caretaker to provide for a child due to inadequate financial resources shall not, for that reason alone, be considered neglect. Whenever, in lieu of medical care, a child is being provided treatment in accordance with the tenets of a well-recognized religious method of healing which has a reasonable, proven record of success, the child shall not, for that reason alone, be considered to be neglected or maltreated. However, nothing herein shall prohibit the court from ordering medical services for the child when there is substantial risk of harm to the child's health or welfare.~~

~~If an investigation determined that a formal allegation of an applicant was inconclusive, unjustified, or otherwise without cause for further formal pursuit, the applicant shall not be required to disclose such information.~~

~~The statement shall also request the current or previous employing School Board make available to the School Board, within twenty (20) business days of receipt of the request, copies of all documents as contained in the applicant's personnel file maintained by such employer relative to instances of sexual misconduct, if any. Such request for information shall~~

~~include a copy of the required statement signed by the applicant.~~

~~The School Board may employ any applicant on a conditional basis pending the Board's review of any information obtained pursuant to this request. However, in accordance with statutory provisions, the School Board shall not hire any applicant who does not sign the statement as required by law.~~

~~Any information obtained by the School Board as a result of the statement and request outlined above shall be used by the Board *only* for the purpose of evaluating an applicant's qualifications for employment in the position for which he/she has applied, is not subject to the state public records statutes, and shall not be disclosed to any person, other than the applicant, who is not directly involved in the process of evaluating the applicant's qualifications for employment.~~

~~In addition to the above, the applicant shall grant permission by signing a statement on the application form that permits the School Board to have access to any and all reference, background, and previous employment information and to receive copies of any such documentation from a current or previous employer.~~

~~CRIMINAL HISTORY OF APPLICANTS (Moved to policy F-9.3, Recruitment)~~

~~The Terrebonne Parish School Board shall require, in accordance with state law, applicants for employment with the School Board to submit necessary information regarding their backgrounds. A prospective employee shall be required to provide authorization for the disclosure of any information regarding past criminal activities, including arrests, convictions, having pled *nolo contendere*, or other dispositions, including dismissal of convictions, of any criminal offense, in accordance with La. Rev. Stat. Ann. §15:587.~~

~~A standard applicant fingerprint card acceptable to the *Louisiana Bureau of Criminal Identification and Information* and a disclosure authorization form shall be provided the applicant by the School Board or may be obtained from local police authorities. It shall be the responsibility of the applicant to have his/her fingerprints taken by a qualified individual and submitted to the proper authorities for processing. Any cost associated with fingerprinting or the disclosure of background information on an applicant may be passed on to the applicant.~~

- ~~1. No person who has been convicted of or has plead *nolo contendere* to crimes listed in La. Rev. Stat. Ann. §15:587.1 shall be hired as a teacher, substitute teacher, bus driver, substitute bus driver, or janitor, or as a temporary, part time, or permanent school employee of any kind, unless approved, in writing, by a district judge and the district attorney with jurisdiction in this parish, or if employed on an emergency basis, unless approved, in writing, by the Superintendent. Any such statement of approval shall be kept on file at all times at the location wherein the employee is assigned and shall be produced, upon request, by any law enforcement officer.~~
- ~~2. For the purposes of reviewing the criminal history of prospective employees, any person employed to provide cafeteria, transportation, janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the school system.~~

3. ~~Every such prospective employee shall be subjected to fingerprinting and each person's fingerprints shall be submitted to the proper authorities for a criminal history review.~~
4. ~~A person who has submitted his/her fingerprints may be temporarily hired pending the results of the inquiry.~~
5. ~~Upon the final conviction or upon a plea of *nolo contendere* of any crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74 (criminal neglect of family), any teacher may be dismissed following a hearing held in accordance with statutory provision.~~
6. ~~Any other school employee if such employee is convicted of or pleads *nolo contendere* to crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, may be dismissed.~~
7. ~~A teacher or any other School Board employee shall report any final conviction or plea of guilty or *nolo contendere* to any criminal offense, excluding traffic offenses, to the School Board within forty-eight (48) hours of conviction or plea.~~
8. ~~The Board may reemploy a teacher or other school employee who has been convicted of crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, **only** upon written approval of a district judge and the district attorney who has jurisdiction in this school district, or upon written documentation from the court in which the conviction occurred stating that the conviction had been reversed, set aside, or vacated.~~

Revised: September 1998  
 Revised: February 1999  
 Revised: December 2001  
 Revised: February 2006  
 Revised: January 2007

Revised: November 2008  
 Revised: November 2009  
 Revised: February 2011  
**Revised: September 2012**

Ref: La. Rev. Stat. Ann. §§~~11:710, 15:587, 15:587.1, 17:15, 17:81, 17:81.9, 17:413, 17:430, 17:493.1, 23:897~~; ~~La. Children's Code, Art. 603~~; *Louisiana Handbook for School Administrators*, Bulletin 741, Louisiana Department of Education; Board minutes, 6-19-84, 5-17-88, 1-17-89, 4-4-89, 5-17-90, 5-21-91, 7-16-91, 7-21-92, 5-18-93, 2-9-99, 12-18-01, 6-3-03, 2-21-06, 1-16-07, 11-18-08, 11-17-09, 2-15-11.

Dr. Yarbrough presented revisions, according to recent legislative changes, to policy FILE: F-9.5 Assignment.

### **RECOMMENDATION NO. 8**

**The Committee recommends** that the Board approve, as presented, the following revised policy FILE: F-9.5 Assignment:

**FILE: F-9.5**

### **ASSIGNMENT**

#### **POSITION ASSIGNMENTS**

The Terrebonne Parish School Board ~~authorizes~~ **delegates to** the

Superintendent or his/her designee to assign the assignment of all teachers, administrators, supervisory personnel, and other employees of the Board to their respective positions and/or schools upon employment. The principal shall have the authority to determine the placement of all teachers or other personnel at the school in which the principal is employed, subject to the approval of the Superintendent. ~~It is the desire of the Board that personnel be assigned on the basis of their qualifications and the needs of the school district. All assignments shall be approved by the School Board.~~ Personnel shall be assigned on the basis of performance, effectiveness, and qualifications applicable to each position.

In order to avoid conflicts of interest, or the appearance of same, ~~no employee shall be~~ it is the desire of the Board that employees not be assigned to a position that would require that employee to be directly supervised by an immediate family member. The above provision, however, does not apply, in accordance with statutory provisions, to an immediate family member of an athletic director of a school, which may employ an immediate family member as a coach where he/she is athletic director. *Immediate family members* include the person's children, the spouses of the person's children, the person's brothers and their spouses, the person's sisters and their spouses, parents, spouse, and the parents of the person's spouse.

For purposes of this policy, principals shall be considered to directly supervise all programs operated at their school; therefore no immediate family member of any principal shall be employed ~~by the School Board~~ to work in any program operated at his/her school. Also, any department head shall be considered to directly supervise all operations in the department.

#### CLASS ASSIGNMENT

The principal shall be responsible for assigning teachers to classes within his/her respective school. Except in extenuating circumstances, the principal shall notify teachers of their anticipated assignment for the school year prior to the opening of school. Teachers who wish to request reassignment for the subsequent school year may do so provided such request is submitted prior to the close of the school year. Principals shall give every reasonable consideration to teacher requests for assignment to a particular grade level and/or subject area for which a teacher is certified and qualified. A teacher shall be notified by the principal of any change in assignment as soon as reasonably possible.

#### COMPARABILITY

The Terrebonne Parish School Board will assure an equal distribution of instructional personnel among the schools.

Revised: January 1999

Revised: January 2007

**Revised: September 2012**

Ref: La. Rev. Stat. Ann. §§17:81, 42:1119; Board minutes, 4-22-86, 1-16-07.

Dr. Yarbrough presented revisions, according to recent legislative changes, to policy FILE: F-9.7 Probation.

#### **RECOMMENDATION NO. 9**

The Committee recommends that the Board approve, as presented, the following revised policy FILE: F-9.7 Probation:

FILE: F-9.7  
Cf: F-9.2, F-9.4

### PROBATION

~~The Terrebonne Parish School Board shall require, in accordance with statutory requirements, each certified teacher to serve a probationary term of three (3) calendar years to be reckoned from the date of his/her first appointment as an employee of the school district. The probationary period shall not begin until the date of issuance of certification for that teacher, or the date of hire, whichever is later. The term "teacher" as used herein is defined to mean and include all professional employees of the system who hold permanent teaching certificates and whose legal employment require the holding of such certificates. During the probationary term, the Board may dismiss or discharge a probationary teacher upon the written recommendation of the Superintendent, accompanied by valid reasons for the dismissal.~~

~~Any teacher found unsatisfactory by the Board, at the expiration of the said probationary term, shall be notified in writing by registered or certified mail, return receipt requested, by the Board that he/she has been discharged or dismissed; in the absence of such notification, such probationary teacher shall automatically become a regular and permanent teacher in the employ of the School Board after having successfully served the three (3) year probationary term.~~

### TEACHERS

Upon initial employment, teachers shall remain on an *at-will employment status* until they have successfully met the statutory criteria to be granted tenure with the school system. During this period, the teacher may be terminated by the Superintendent after providing the teacher with written reasons therefore, and an opportunity to respond within seven (7) days.

### CONTRACT APPOINTEES

Employees hired under a promotional or performance contract shall not be entitled to any probationary period.

Revised: September 1998

Revised: September 2012

Ref: La. Rev. Stat. Ann. §§17:441, 17:442; Board minutes, 9-15-98.

Dr. Yarbrough presented revisions, according to recent legislative changes, to policy FILE: F-9.12 Tenure.

### RECOMMENDATION NO. 10

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

FILE: F-9.12  
Cf: F-10.11

## TENURE

~~Permanent teachers are those teachers who have attained tenure under the laws of the State of Louisiana by virtue of having successfully served a probationary term of three (3) consecutive calendar years in the Terrebonne Parish School System.~~

~~Teachers teaching in Federally Funded Programs will receive tenure, the same as the above, i.e. having served for three (3) consecutive calendar years in Terrebonne Parish.~~

~~A permanent teacher, who has acquired tenure in the Terrebonne Parish School System, shall retain tenure in the system as a teacher while serving as a principal, assistant principal, or in any other capacity eligible for tenure, and assigned by the Board until he/she has attained tenure in the new field of work.~~

## TEACHERS

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

Beginning with the 2013-2014 school year, a tenured teacher who receives a performance rating of *ineffective* pursuant to the teacher's annual evaluation shall immediately lose his/her tenure and all rights related thereto. If a teacher is rated *highly effective* based on the evidence of the growth portion of the evaluation but is rated *ineffective* according to the observation portion, within thirty (30) days after such finding, the teacher shall be entitled to a second observation by members of a team of three (3) designees, chosen by the Superintendent, which shall not include the principal.

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

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

## Teachers Paid With Federal Funds

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

## CONTRACT APPOINTEES

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

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

Revised: September 2012

Ref: La. Rev. Stat. Ann. §§17:82, 17:441, 17:442, 17:443, 17:444, 17:492, 17:493, 17:1213, 17:1217; Board minutes, 3-20-79, 6-7-83.

Dr. Yarbrough presented revisions, according to recent legislative changes, to policy FILE: F-9.14 Dismissal/Separation of Professional Personnel.

### RECOMMENDATION NO. 11

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

FILE: F-9.14

Cf: F-9.1, F-9.2

Cf: F-9.11, F-10.13, F-12.8

### DISMISSAL/SEPARATION OF PROFESSIONAL PERSONNEL

The Terrebonne Parish School Board shall strives to assist personnel in ~~reasonable ways to~~ adjusting to their positions and to perform their duties satisfactorily. ~~Every reasonable effort shall be made to avoid the necessity of dismissing personnel at any level.~~

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

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

### CERTIFICATED EMPLOYEES

#### Non-Tenured Teachers

The Superintendent may terminate the employment of any non-tenured teacher after providing such teacher with the written reasons therefore and providing the teacher the opportunity to respond. The teacher shall have seven (7) days to respond, and such response shall be included in the teacher's personnel file.

~~A permanent teacher shall not be removed from his/her position except upon written and signed charges of willful neglect of duty, or incompetency, dishonesty, or immorality, or of being a member of or contributing to any group, organization, movement, or corporation that is by law or injunction prohibited from operating in the State of Louisiana, and then only if found guilty after a hearing by the School Board by a majority of the Board's membership.~~

~~The Board, if it decides to proceed upon the charges, shall notify the tenured teacher, in writing, at least twenty (20) days prior to the hearing, stating the charges brought against him/her, and shall arrange for a hearing to be held in accordance with due process provisions of the law, such hearing to be public or private at the option of the tenured teacher.~~

~~During the probationary term of any employee of the school district, the Board may dismiss the employee upon the written recommendation of the Superintendent; said recommendation to include valid reasons for the dismissal.~~

~~Any permanent teacher or other school employee shall be dismissed by the Board, in accordance with statutory provisions, upon final conviction or pleading nolo contendere to certain crimes enumerated in La. Rev. Stat. Ann. §15:587.1 and/or any other felony. In addition, employees may be dismissed for failure to properly report arrests for certain offenses enumerated in La. Rev. Stat. Ann. §17:16. (Moved to above)~~

### Tenured Teachers

A teacher with tenure shall not be removed from office except upon written and signed charges of poor performance, willful neglect of duty, incompetency, dishonesty, immorality, or of being a member of or contributing to any group, organization, movement, or corporation that is by law or injunction prohibited from operating in the state of Louisiana, and then only if furnished with a copy of such written charges and given the opportunity to respond. The Superintendent shall provide the teacher with written charges, and the teacher shall have seven (7) days to respond. Such response shall be included in the teacher's personnel file. At the end of the seven (7) day time period, the Superintendent may terminate the teacher's employment.

A teacher shall not be terminated for an *ineffective* performance rating until completion of the Board's evaluation grievance procedure, if a grievance was timely filed.

Within seven (7) days after dismissal, a teacher may request and upon request shall be granted a hearing by a *tenure hearing panel* composed of a designee of the Superintendent, a designee of the principal, and a designee of the teacher. In no case shall the Superintendent, the principal, or teacher designate an immediate family member or any full-time employee of the school system by which the teacher was employed who is under the supervision of the person making the designation. Such hearing may be private or public, at the option of the teacher, and shall begin within seven (7) business days after receipt of the teacher's request for such hearing. The teacher shall have the right to appear before the tenure hearing panel with witnesses on his/her behalf and with counsel of his/her selection, all of whom shall be heard by the tenure hearing panel at the hearing. For the purpose of conducting hearings hereunder, the tenure hearing panel shall have the power to issue subpoenas to compel



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

The tenure hearing panel shall submit its recommendation to the Superintendent, and the Superintendent may choose to reinstate the teacher. If the Superintendent does not reinstate the teacher, the Superintendent shall notify the teacher of his/her final determination, in writing, and such teacher may, not more than sixty (60) days from the post-marked date of such written notification, petition a court of competent jurisdiction to review whether the action of the Superintendent was arbitrary or capricious.

For purposes of termination, the results of a teacher's evaluation wherein the teacher's performance has been classified as *ineffective* shall constitute sufficient proof of poor performance, incompetence, or willful neglect of duty and no additional documentation shall be required to substantiate such charges.

#### PERFORMANCE CONTRACTS

~~Professional personnel who have entered into employment contracts with the Terrebonne Parish School Board may be removed from employment upon being found incompetent, inefficient, or failing to fulfill the terms and performance objectives of his/her contract during the term of his/her contract. Notification of termination of an employment contract shall be in accordance with terms of the contract and applicable state law. Any person so removed shall be entitled to written charges, notice of hearings, and a fair hearing before the Board. If the person so removed had previously acquired tenure, then upon removal or non-renewal of contract, he/she shall be returned to his/her former position or one of equal salary as his/her former position, unless the employee chooses to terminate his or her employment.~~

#### Contract Appointees

Personnel who have entered into promotional employment contracts with the School Board, pursuant to La. Rev. Stat. Ann. §§17:444, may be removed from their positions by *non-renewal* of their contracts or by *termination* of their contracts. For *non-renewal*, the School Board shall approve, based on the recommendation of the Superintendent, that a new contract not be issued for reasons which:

- (a) are based on evaluation of the employee's performance;
- (b) would constitute cause sufficient to support a mid-contract termination;
- (c) involve discontinuation of the contracted position; or
- (d) involve elimination of the position as a result of district reorganization.

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

For *mid-contract termination* of promotional employment contracts, the employee shall receive written charges and a fair hearing before the School Board after reasonable written notice. A contract may be terminated if the employee is found guilty of being incompetent or

inefficient or is found to have failed to fulfill the terms and performance objectives of his/her contract, or other reasons provided for by state law.

EXCEPTIONAL CASES

~~A tenured teacher may be dismissed by the Board for an action or actions which are "so immoral, antisocial or disruptive in nature as to shock the conscience," even though his/her prior record of performance may have been quite satisfactory. These dismissals are exceptional and should occur very rarely. A dismissal on such basis would be validated by an appraisal of the action or actions and would not follow the usual procedures for termination of employment.~~

PROCEDURES

~~In consideration of the fact that dismissal of a tenured teacher may ultimately be resolved in a court of law, it is imperative that substantial, concrete, factual data be accumulated. Occurrences cited should be identified as to place, date, time or other clearly identifiable reference and should be clearly and precisely stated. Objective, rather than subjective, references tend to bear more credence in a court of law.~~

~~However, subjective evaluations by school administrators or central office staff members may very logically constitute part of the charges presented. By nature of the training, experience and position of these individuals, the courts will usually construe them to be "expert witnesses."~~

~~The principal shall follow the procedures for evaluation, as outlined in the Terrebonne Parish School Board Accountability Personnel Evaluation Guidelines.~~

~~The principal must present evidence that the teacher has received assistance in coping with his/her school instructional administrative problems. Documented observations and/or conferences in which the teaching learning processes have been reviewed, with recommendations for improving same, will be presented, in written form. It is mandatory that the teacher be made to understand that there is a need for improvement and that assistance will be provided.~~

~~As soon as the principal realizes that a tenured teacher may be having instructional administrative problems of such a magnitude as to possibly result in dismissal of the teacher, the appropriate supervisor must be notified, in writing, and assistance for the teacher solicited.~~

~~Following is the minimum procedures and supportive data to be provided in order for a tenured teacher to be dismissed, under the usual procedures:~~

- ~~a. Substantial, concrete, factual data must be accumulated. Occurrences cited should be identified as to place, date, time or other clearly identifiable reference and should be clearly and precisely stated.~~
- ~~b. The principal must present evidence that the teacher has received assistance in coping with his/her school instructional administrative problems.~~
- ~~c. Charges must validate the dismissal under the four (4) stipulated causes for dismissal in the Teacher Tenure Act "...willful neglect of~~

~~duty, or of incompetency, or dishonesty, or being a member or contributing to any group, organization, movement or corporation that is by law prohibited from operating in the State of Louisiana..."~~

~~d. The teacher, no later than three (3) weeks prior to recommended date of termination of employment, must be notified that such an action is being contemplated. Reasons for the contemplated recommended dismissal must be reviewed with the teacher.~~

~~e. The principal's recommendation will be submitted to the appropriate supervisor, and then to the Superintendent. The Superintendent shall submit the recommendation to the Board.~~

Revised: September 1998

Revised: February 1999

Revised: March 2004

Revised: November 2010

Revised: December 2011

**Revised: September 2012**

Ref: La. Rev. Stat. Ann. §§15:587.1, 17:15, 17:16, **17:442**, 17:443, 17:444; Board minutes, 09-15-98, 02-09-99, 03-16-04, 11-16-10, 12-20-11.

Dr. Yarbrough presented new policy FILE: F-9.21 Extra Duty.

### **RECOMMENDATION NO. 12**

**The Committee recommends** that the Board approve, as presented, new policy FILE: F-9.21 Extra Duty:

**FILE: F-9.21**

### **EXTRA DUTY**

#### **PROHIBITIONS AGAINST EMPLOYEES DOING OTHER EMPLOYEES' PERSONAL WORK**

~~No School Board employee shall be required to do any other employee's personal work during the work hours or at any other time. and only at other times if said work is compensated for by the employee requesting said work or is on a voluntary basis. Said work shall not be done on School Board property or with School Board equipment. (Moved from policy F-9.1, Compensation)~~

New Policy: September 2012

Dr. Yarbrough presented revisions, according to recent legislative changes, to policy FILE: F-10.11 Non-Instructional/Support Personnel Tenure.

### **RECOMMENDATION NO. 13**

**The Committee recommends** that the Board approve, as presented, the following revised policy FILE: F-10.11 Non-Instructional/Support Personnel Tenure:

**FILE: F-10.11**

**Cf: F-9.12**

**NON-INSTRUCTIONAL/SUPPORT PERSONNEL TENURE****BUS OPERATORS**

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

**La. Rev. Stat. Ann. §17:492 specifies that bus operators shall serve a probationary term of three (3) years reckoned from the date of first employment with the School Board, provided bus operators personally operate and drive the school bus they are employed to operate. Upon absence of notification of dismissal by the School Board within the probationary period, the bus operator shall be granted tenure at the end of the probationary term. School bus operators hired on or after July 1, 2012, shall not be granted tenure.**

**NON-INSTRUCTIONAL/SUPPORT PERSONNEL SCHOOL EMPLOYEES**

No tenure is granted by law **or Board policy** to other ~~non-instructional/support~~ school employees of the School Board. **School employee shall be defined as any employee whose job description does not require the holding of a teaching certificate or who is not employed as a bus driver.**

**Revised: September 2012**

Ref: La. Rev. Stat. Ann. §§17:492, 17:493.

There being no further business to come before the **Education and Policy Committee**, the meeting adjourned at 5:55 P.M.

Respectfully submitted,

\_\_\_\_\_  
Richard Jackson, Chairman

\_\_\_\_\_  
Brenda Leroux Babin, Vice-Chairman

\_\_\_\_\_  
Donald Duplantis

DC

Motion of Mr. Bordelon, seconded by Mr. DeHart, unanimously carried, the Board authorized the staff to develop a formal emergency communication plan to inform School Board Members, employees, and the public, relative to emergency school closures and re-openings; and further, that the plan be developed and brought back to Committee.

Motion of Mr. Duplantis, seconded by Ms. Babin, unanimously carried, the Board approved, as presented and outlined in the foregoing report, revised policy FILE: B-16 School Board Ethics.

Motion of Mr. DeHart, seconded by Mr. Thomas, unanimously carried, the Board approved, as presented and outlined in the foregoing report, revised policy FILE: C-4 School Building Administration.

Motion of Mr. Duplantis, seconded by Mr. Bordelon, unanimously carried, the Board approved, as presented, Personnel Job Descriptions for the 2012-2013 School Year.

Mr. Kenneth Fountain, President, Terrebonne Association of Educators (TAE), addressed the Board regarding the foregoing motion.

Motion of Mr. DeHart, seconded by Mr. Bordelon, unanimously carried, the Board approved, as presented and outlined in the foregoing report, revised policy FILE: F-9.2 Contracts.

Motion of Mr. Bordelon, seconded by Mr. Badeaux, unanimously carried, the Board approved, as presented and outlined in the foregoing report, revised policy FILE: F-9.3 Recruitment.

Motion of Mr. DeHart, seconded by Ms. Benoit, unanimously carried, the Board approved, as presented and outlined in the foregoing report, revised policy FILE: F-9.4 Employment of Personnel.

Motion of Ms. Benoit, seconded by Mr. Bordelon, unanimously carried, the Board approved, as presented and outlined in the foregoing report, revised policy FILE: F-9.5 Assignment.

Motion of Mr. Badeaux, seconded by Ms. Benoit, unanimously carried, the Board approved, as presented and outlined in the foregoing report, revised policy FILE: F-9.7 Probation.

Motion of Mr. Duplantis, seconded by Mr. Harding, unanimously carried, the Board approved, as presented and outlined in the foregoing report, revised policy FILE: F-9.12 Tenure.

Motion of Ms. Benoit, seconded by Mr. Thomas, unanimously carried, the Board approved, as presented and outlined in the foregoing report, revised policy FILE: F-9.14 Dismissal/Separation of Professional Personnel.

Motion of Mr. DeHart, seconded by Mr. Badeaux, unanimously carried, the Board approved, as presented and outlined in the foregoing report, the following new policy FILE: F-9.21 Extra Duty:

**FILE: F-9.21**

#### **EXTRA DUTY**

##### PROHIBITIONS AGAINST EMPLOYEES DOING OTHER EMPLOYEES' PERSONAL WORK

No School Board employee shall be required to do any other employee's personal work during the work hours or at any other time. and only at other times if said work is compensated for by the employee requesting said work or is on a voluntary basis. Said work shall not be done on School Board property or with School Board equipment. (Moved from policy F-9.1, Compensation)

New Policy: September 2012

Motion of Mr. Duplantis, seconded by Mr. Harding, unanimously carried, the Board approved, as presented and outlined in the foregoing report, revised policy FILE: F-10.11 Non-Instructional/Support Personnel Tenure.

The report of the Education and Policy Committee meeting was concluded, and President Bordelon reassumed the Chair and presided for the remainder of the proceedings.

At this time, Superintendent Philip Martin and the Board recognized Members of the Terrebonne Foundation for Academic Excellence (TFAE): Ms. Yolanda Trahan, Executive Director; Mr. Kenneth Trahan, Ms. Suzanne Carlos, and Mr. George Robichaux.

Ms. Yolanda Trahan (TFAE) then addressed the Board and briefly outlined the various functions of their organization and the numerous contributors to the support of the Terrebonne Parish Public School System.

Superintendent Philip Martin then announced, for informational purposes, the following personnel appointments and gave introductions:

Principal, Grand Caillou Elementary School – Debrah Allemand

Assistant Principal, Lacache Middle School – Jennifer Pitre

Master Teacher, Evergreen Junior High School – Philip Walther, Jr.

Motion of Mr. Jackson, seconded by Mr. Badeaux, unanimously carried, the Board approved a family and medical leave in accordance with Policy (FILE: F-11.4a) for Rickie Breaux, Teacher at Montegut Middle School, beginning September 9, 2012, through December 10, 2012 (medical).

Motion of Ms. Benoit, seconded by Ms. Babin, unanimously carried, the Board approved a family and medical leave in accordance with Policy (FILE: F-11.4a) for Heather Amico, Teacher at Lisa Park Elementary School, beginning September 21, 2012, through October 16, 2012 (medical).

Motion of Mr. Badeaux, seconded by Mr. Jackson, unanimously carried, the Board approved a leave of absence without pay in accordance with Policy (FILE: F-11.10) for Simone Parfait, Teacher at Montegut Elementary School, beginning September 5, 2012, through September 4, 2013 (personal).

At this time, Superintendent Philip Martin presented the following personnel actions for the period of August 16, 2012, through September 12, 2012 [list of professional instructional and non-instructional/support personnel (appointments, resignations, and retirements – Information Only)]:

#### **New Employees – Professional Instructional Personnel**

Kayla Cressione, 3<sup>rd</sup> Grade Teacher, Certified, Coteau-Bayou Blue Elementary - Vacant Position, 08/20/12

Raquel Dupre, 3-4 Combination Teacher, Certified, Gibson Elementary - Vacant Position, 08/23/12

Beverly LeBouef, Kindergarten Teacher, Certified, Pointe-Aux-Chenes Elementary - Vacant Position, 08/23/12

Norma Donaldson, Adult Education Teacher, Certified, Bayou Cane Adult Education Center - Vacant Position, 09/07/12

Alyssa Ordoyne, School Psychologist, Certified, Special Education - Nikki Borne, Resigned, 09/10/12

**Resignations or Terminations – Professional Instructional Personnel**

Senora Guillory, Mild Moderate–Resource Teacher, Coteau-Bayou Blue Elementary - Resigned, 08/24/12

**Resignations or Terminations – Non-Instructional Personnel**

Theresa Scott, Custodian III-A, Lisa Park Elementary - Resigned, 08/17/12

**Retirements - Professional Instructional Personnel**

Marcel Fournier, Principal, Grand Caillou Elementary - Service Retirement, 27.10 Years, 08/16/12

Anne Key, Master Teacher, Ellender Memorial High - Service Retirement, 33.10 Years, 09/07/12

**Retirements - Non-Instructional Personnel**

Patty Bonvillain, Custodian II, Bayou Black Elementary - Service Retirement, 31.00 Years, 08/31/12

Myra Chouest, Adult Ed Paraprofessional, Bayou Cane Adult Education Center - Disability Retirement, 21.63 Years, 05/22/12

Motion of Mr. DeHart, seconded by Ms. Babin, unanimously carried, the Board voted to adjourn its meeting **(7:45 P.M.)**.

/s/ Philip Martin, Secretary

/s/ L. P. Bordelon, III, President

RLB