

## EMPLOYMENT CONTRACTS AND COMPENSATION

### CONTRACTS

The Jefferson Parish School Board shall enter into contracts of employment with employees deemed eligible under La. R.S. 17:444, and those who hold equivalent positions, for a specified period of time and compensation in accordance with state law. The employment shall be for a term of not less than two years, nor more than four years, and said term shall be specified in a written contract, which shall contain performance objectives.

Unless otherwise stipulated, employees shall meet all stated position qualifications and/or certification requirements before any contract shall become valid. Employees shall be given timely notice of contract renewal or non-renewal, such notice being provided on before the last day of the school year, whenever possible.

The Superintendent, on behalf of the School Board, shall execute each employee contract. The execution of an employment contract by the Superintendent and employee shall be legally binding upon all parties. Prior to the approval of any initial or subsequent contract the Superintendent shall disclose all terms of the contract to the School Board.

All contracts of employment are governed by School Board policy including those policies adopted on March 11, 2010 and amended by the School Board on October 5, 2011 regarding reconstitution of schools:

#### Schools Not Meeting the State Determined School Performance Growth Target Score

Any school not meeting its state determined school performance growth target score (SPS) may be reconstituted. Any school not doing so for three (3) consecutive school years shall be reconstituted. Reconstitution will include but not necessarily be limited to the following:

1. The replacement of the principal, and
2. The replacement of other administrators as deemed necessary by the Superintendent.

The principal and administrators, as deemed necessary, of a school not meeting its required SPS Growth Target Score may be placed in other positions of equal standing and salary or, if given an unsatisfactory evaluation(s), upon recommendations to the Board, may be subject to demotion at the termination of the principal's or administrator's contract term or, if demotion is recommended by the Superintendent during the contract term and sufficient evidence exists to do so, after hearing in accordance with applicable

law. The Superintendent may recommend an extension of a principal's contract in such cases if compelling evidence exists to do so.

The teaching staff of a school not making its required SPS growth target may be replaced as deemed necessary when a reconstitution takes place. Members of the teaching staff may interview for a position at the reconstituted school or seek employment elsewhere in the district.

## COMPENSATION

### Salary Schedules

Upon the recommendation of the Superintendent, the School Board shall establish salary schedules that shall be used to determine the salaries to be paid to teachers and all other school employees. The salaries of all personnel are generally based upon an established salary schedule and associated regulations; provided, however, that salaries may be stated in and controlled by an employment contract. The salaries as provided in any salary schedule shall be considered as full compensation for all work required and performed within each employee's prescribed scope of duties and responsibilities.

Salary schedules established for teachers, administrators, and other certified school personnel shall be based upon the following criteria, with no one criterion accounting for more than fifty percent (50%) of the formula used to compute such employees' salaries:

1. Effectiveness, as determined by the performance evaluation program as provided by law.
2. Demand inclusive of area of certification, particular school need, geographic area, and subject area, which may include advanced degree levels.
3. Experience.

No teacher or administrator who is rated *ineffective* pursuant to the district's performance evaluation program shall receive a higher salary in the year following the evaluation than he or she received in the year of the evaluation.

The amount of the annual salary paid to any employee in any school year shall not be reduced below the amount of such salary paid during the previous school year, nor shall the amount of the annual salary paid to any employee be reduced at any time during an academic year. The limitations on the reduction in the amount of the annual salary paid to any employee shall not be applicable to:

1. The correction of any accounting errors or to a reduction necessitated by



the elimination of a state program or state funding;

2. The reduction of any local salary supplement funded, in whole or in part, from a revenue source requiring voter approval, when such voter approval has not been obtained;
3. An employee who has been promoted and subsequently demoted to a lower position. In this case, the employee's salary shall return to the salary previously received in the lower position from which promoted; or
4. The elimination, discontinuance, or reorganization of the position to which the employee is assigned that results in the employee working fewer hours, days, or months. In such case, the employee's salary for that academic year shall not be reduced. After that year, the employee's salary shall be determined in accordance with the applicable salary schedule for the employee's position.

Ordinarily, no teacher shall be placed on the payroll of the School Board unless the teacher holds a valid certificate as required by law. Exceptions may be made only when qualified teachers with valid certification are not available for employment.

#### Military Service Credit on Salary Schedule

Any person who was regularly employed as a teacher by a school system of this state prior to induction for service in the military and who served on active duty in the armed forces of the United States shall receive credit for the period that he/she served in the armed forces of the United States. Further, any Louisiana Certified Teacher in the United States Armed Forces Institute school system, who has taught academic subjects consecutively in Louisiana, and who transfers from the United States Armed Forces Institute to this parish, shall be given full credit on the teacher salary schedule for the years and months of satisfactory teaching service previously rendered in the United States Armed Forces Institute school system.

#### Garnishments

As may be required by a court order, employees may be subject to a deduction from their wage or salary to satisfy a judgment against the employee. The Office of Human Resources shall be immediately notified of any court order setting forth garnishment of an employee's pay and shall make the deduction as required. The amount of said deduction shall be forwarded to the creditor(s) as directed by the court order.

#### Retirees

The salary of any retiree who is reemployed as a full-time teacher shall be based on the salary schedule which accounts for all prior years of teaching service and pertinent

experience. The status of any retiree who is reemployed shall be the same as a full-time active employee, subject to all applicable rules, procedures, policies, and statutes that apply to all such full-time active employees.

The retirement of an employee prior to his/her re-employment as a retiree shall constitute a break in his/her service with the School Board for purposes of tenure and sabbatical leave. The retiree shall not be allowed to carry forward annual leave days accumulated by him/her as of the date of his/her retirement, but he/she may carry forward accumulated sick leave days provided that he/she has returned to employment within five (5) years of his/her last employment as a teacher within the school system. A retiree shall have the right to earn additional sick leave and annual leave, if applicable, on the same basis as other similarly situated newly hired employees while a retiree.

### School Employees

Compensation for all school employees shall be based on salary schedules or hourly rates established by the School Board upon recommendation of the Superintendent, with the exception that no employee shall receive less than the minimum established by state or federal law.

For the purpose of this subsection, *school employee* shall mean any employee of the School Board who is not required to hold a teacher's certificate as a condition of employment, including, but not limited to, bus operator, food service worker, paraeducator, custodian, and maintenance personnel.

Principals shall not be permitted to directly supplement employees' salaries from any school or school related funds.

Employees not covered by a written employment contract, including, but not limited to support personnel and bus drivers, shall be hired on an at-will basis.

### Other Employees

Certain employees may be employed on the basis of a fixed number of days beyond the 183 days of the regular school year, and shall be paid on the basis of his/her daily rate of pay.

Revised: October, 2006

Revised: October, 2011

Revised: July, 2012

Revised: January, 2013

Revised: September, 2016

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Ref: 29 USC Section 207, 29 USC Section 213, 29 USC Section 778; La. Rev. Stat. Ann. ' '11:710, 17:81; 17:83, 17:84, 17:84.1, 17:411, 17:413, 17:418 et seq., 17:421.4, 17:422.6, 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) *Louisiana Handbook for School Administrators*, Bulletin 741, Louisiana Department of Education; Board minutes, 6-7-06, 10-5-11.