

**PROCEEDINGS OF THE ST. JOHN THE BAPTIST PARISH SCHOOL BOARD  
LAPLACE, LA – MEETING OF February 22, 2018**

The Chair called the meeting to order and read the following call:

HONORABLE MEMBERS OF THE SCHOOL BOARD  
Parish of St. John the Baptist

Dear Board Member:

Upon call of the President, the St. John the Baptist Parish School Board will meet in regular session at **Lake Pontchartrain Elementary School**, 3328 Hwy. 51, LaPlace, Louisiana, on Thursday, February 22, 2018 at 6:00 p.m.

An agenda for the meeting is attached.

Sincerely, s/Kevin R. George  
Superintendent/Secretary

**ITEM 1. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE**

The Chair called the meeting to order at 6:00 p.m.

The Chair called for a moment of silent meditation, followed by the Pledge of Allegiance, led by the Boy Scouts of Troop 406.

**ITEM 2. ROLL CALL OF MEMBERS:**

PRESENT: Keller, Sanders, Jones, Wise, Wallace, Mitchell, Triche, Burl  
ABSENT: Holden, Johnson, Mitchell

There were 8 members present and 3 members absent.

**ITEM 3a. APPROVAL OF MINUTES:** Meeting of January 11, 2018 and Special Minutes of the Board Retreat of January 21-22, 2018.

MOTION BY: Sanders

SECOND BY: Jones

MOTION: To approve the minutes from the meetings of January 11, 2018 and Special Minutes of the Board Retreat of January 21-22, 2018.

No objections.

The motion carried.

Roll Call:

8 Yeas - Keller, Sanders, Jones, Wise, Wallace, Mitchell, Triche, Burl

3 Absent – Holden, Johnson, Mitchell

**ITEM 4. SUPERINTENDENT'S REPORT.** Mr. Kevin R. George, Superintendent.

**ITEM 4a. School Board Credit Hours Earned**

Mr. George presented the following information to the Board and public:

**LOUISIANA SCHOOL BOARD ASSOCIATION CONTINUING LEARNING UNITS**

The Louisiana School Board Association recognizes any school board member that attains twenty (20) or more continuing learning units of training in the calendar year as a Certified Board Member. These credit hours must be recorded in the official record of the School Board, as well as the official journal. Therefore, I will announce the total credit hours for each of our board members:

**Ms. Charo Holden, District 1**

– 13 Credit Hours

**Mr. Albert Burl, District 2**

– 34.75 Credit Hours – LSBA CERTIFIED BOARD MEMBER

**Dr. Gerald Keller, District 3**

– 40.75 Credit Hours – LSBA CERTIFIED BOARD MEMBER

**Mr. Patrick Sanders, District 4**

– 48.00 Credit Hours – LSBA CERTIFIED BOARD MEMBER

**Mrs. Sherry DeFrancesch, District 5**

– 46.00 Credit Hours – LSBA CERTIFIED BOARD MEMBER

**Mr. Keith Jones, District 6**

– 64.00 Credit Hours – LSBA CERTIFIED BOARD MEMBER

**Mr. Phillip Johnson, District 7**

– 7 Credit Hours

- Mr. Russ Wise, District 8**  
- 50.50 Credit Hours – LSBA CERTIFIED BOARD MEMBER
- Mr. Shawn Wallace, District 9**  
- 32.00 Credit Hours – LSBA CERTIFIED BOARD MEMBER
- Ms. Nia Mitchell, District 10**  
- 29.00 Credit Hours – LSBA CERTIFIED BOARD MEMBER
- Mr. Clarence Triche, District 11**  
- 32.00 Credit Hours – LSBA CERTIFIED BOARD MEMBER

Mr. Johnson arrived at 6:07 and was recorded as present.

**ITEM 4b.** Resolution to create a Task Force to address the shortage of certified teachers in Louisiana.

Mrs. Serina Duke stated that there is a critical shortage in Louisiana of Certified Teachers. Several parishes have forwarded a resolution to the legislature asking for a task for to be created to address this need statewide.

MOTION BY: Jones  
 SECOND BY: DeFrancesch  
 MOTION: To amend the agenda to address Item 9e at this time.  
 No objections.  
 The motion carried.  
 Roll Call:  
 7 Yeas – DeFrancesch, Jones, Johnson, Wise, Wallace, Triche, Burl  
 2 Absent – Holden, Mitchell  
 2 Not Seated – Keller, Sanders

**ITEM 9e.** Mrs. Serina Duke – Request approval of iTeach Program

MOTION BY: Wise  
 SECOND BY: Sanders  
 MOTION: To approve the iTeach Program at a cost of \$4500 per applicant with a cohort of 20.  
 No objections.  
 The motion carried.  
 Roll Call:  
 8 Yeas - Keller, Sanders, DeFrancesch, Johnson, Wise, Wallace, Triche, Burl  
 2 Absent – Holden, Mitchell  
 1 Not Seated - Jones

**ITEM 5.** EDUCATIONAL PRESENTATIONS AND RECOGNITIONS BY THE BOARD OR STAFF

**ITEM 5a.** Dr. Stephen Zafirau – Benchmark Scores

Dr. Zafirau shared the following information:

District Goals									
District K-12 Assessment Index	SJBPs K-12 Assessment Index will increase from 48.7 to 52.5, as measured by the 2017-18 Accountability Scale.								
Key District Performance Indicators									
Area	Metric	2016-2017 Level	1st Quarter	2nd Quarter	3rd Quarter	YTD Ave	Growth (+/-)	2017-2018 Goal	Meeting Goal?
K-12 Assessments	Percent of students scoring Mastery or above on EOY state assessments	21.9%	30.2%	37.7%		34.0%	+12.1%	31.9%	✓
	Assessment Index	48.7	51.8	60.5		56.2	+7.5	52.5	✓
	ELA	56.3	57.3	63.7		60.5	+4.2	60.3	✓
	Math	51.0	51.3	57.3		54.3	+3.3	54.9	
	Social Studies	35.8	42.5	60.2		51.4	+15.6	40.3	✓
	Science	49.0	54.6	60.3		57.5	+8.5	52.9	✓

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K-12 Assessments	Percent of students scoring Mastery or above on EOY state assessments	21.9%	30.2%	37.7%		34.0%	+12.1%	31.9%	✓
	Assessment Index	48.7	51.8	60.5		56.2	+7.5	52.5	✓
	ELA	56.3	57.3	63.7		60.5	+4.2	60.3	✓
	Math	51.0	51.3	57.3		54.3	+3.3	54.9	
	Social Studies	35.8	42.5	60.2		51.4	+15.6	40.3	✓
	Science	49.0	54.6	60.3		57.5	+8.5	52.9	✓

**ITEM 5b.** Mrs. Serina Duke – District Support Employees of the Year

The following employees were recognized for their outstanding contribution to St. John the Baptist Parish Schools:

- ESJH—Ivy Schnyder, 12-month clerk
- CDC—Dawn Champagne, Paraprofessional
- ECW—Crystal Roberts, Paraprofessional
- FWE—January Scott, Paraprofessional
- GMMS—Rehonda Sterling, Paraprofessional
- JLO—Patti Snyder, Paraprofessional
- LES—Donna Duplessis, araprofessional
- LPE—Lori Hattala, 10-month Clerk
- WSJE—Willa Gordon, Head Custodian
- WSJH—Sarah Johnson, Paraprofessional
- ESJP—Brenda Anderson, paraprofessional
- MVL—Cindy Graham, Social Worker
- Maintenance—Wanda Bowser, warehouse expeditor
- Rookie Driver of the Year—Tashia Howard
- Bus Driver of the Year—Ulysses Jarrow

**ITEM 5c.** Mrs. Jenna Chiasson – Striving Readers Comprehensive Literacy Grant

Mrs. Chiasson stated that this grant was applied for and St. John Schools was awarded a \$850,000 grant over a 3 year period. The funds will be used for purchasing novels for 6-12 grade students as well as Professional Development for teachers.

**ITEM 5d.** Mrs. Patricia Triche – Child Development Center Board Reports: Director’s Reports

**HEAD START DIRECTOR’S MONTHLY REPORT  
JANUARY 2018  
Monthly Program Information Summary**

**1. Health/Development Information Summary:**

Health Screenings/ Developmental Assessments	# Completed	% Completed	# Follow-Ups Needed	# Follow-Ups In Process
Physical Exams	191	99T	2	2
Dental Examinations	185	95%	8	8
Immunizations	185	97%	7	2

New student  
Students due for annual physical

**2. Parent Involvement Summary:**

Parent Activities or Trainings	Dates	# Attending
St. John Child Development Center		
No activities due to several bad weather days		
West St. John Elementary		
No activities due to several bad weather days		

**3. Disability/Mental Health Information Summary:**

# Children with Completed IEP's	# Referrals Pending	# Parent Conferences	# Mental Health Observations	# Mental Health Referrals
16	11	-	4	-

**4. Program Enrollment and Attendance Report**

School	Funded Enrollment	Children Accepted	3 Years Old	4 Years Old	Vacant Slots	Average Attendance
St. John Child Development Center	96	0	17	79	0	87%
Lake Pontchartrain Elementary	80	0	0	80	0	83%
West St. John Elementary	17	0	17	0	0	93%

**5. Number of Meals/Snacks Served**

School						
St. John Child Development Center	2657					
Lake Pontchartrain Elementary	882					
West St. John Elementary	426					

Head Start Program Monthly Budget Summary				
Description	Budgeted Amount	January Amount Spent	Total Amount Spent	Remaining Balance
Salaries	\$974,287.80	\$82,087.47	\$458,693.35	\$515,594.45
Health Insurance	\$53,529.00	\$12,835.77	\$69,265.24	-\$15,736.24
Retirement	\$87,000.00	\$17,830.73	\$100,087.26	-\$13,087.26
Medicare	\$13,994.00	\$1,144.52	\$6,400.21	\$7,593.79
FICA	\$2,267.00	\$172.72	\$1,307.00	\$960.00
Staff Training and Travel	\$31,866.00	\$13.32	\$12,069.72	\$19,796.28
Supplies/ Instructional Materials/Activities	\$51,132.20	\$1,824.47	\$24,085.97	\$27,046.23
Annual Audit	\$800.00	\$0.00	\$0.00	\$800.00
Adult Meals (Teachers, Meetings, and Policy Council)	\$5,700.00	\$250.93	\$1,235.75	\$4,464.25
Licenses/ Maintenance Agreements/ Subscriptions	\$2,950.00	\$0.00	\$3,487.67	-\$537.67
<b>Total</b>	<b>\$1,223,526.00</b>	<b>\$116,159.93</b>	<b>\$676,632.17</b>	<b>\$546,893.83</b>

Prepared by Dominique Miller, Fiscal Manager

**ITEM 6. PERSONNEL MATTERS**

**ITEM 6a.** Mrs. Serina Duke – Introduction of Modified Job Descriptions: Paraprofessional; Accounting Supervisor; Speech Therapist; Adapted Physical Education; Visually Impaired Teacher; Homebound Teacher

The following modified job descriptions were presented to the board for introductory purposes.

**St. John the Baptist Parish School System  
Job Description**

<b>JOB TITLE:</b>	<i>Instructional Paraprofessional</i>
<b>REPORTS TO/EVALUATED BY:</b>	Principal / Designee
<b>TERMS OF EMPLOYMENT:</b>	9 months
<b>SALARY RANGE:</b>	Teacher Assistant Salary Schedule
<b>SCOPE OF RESPONSIBILITIES:</b>	To render supportive services to the classroom teacher and assistive services to students to maximize students' learning opportunities.



*For individuals with a disability, hiring decisions will be based on the individual's ability to perform the essential functions of the job with or without a reasonable accommodation.*

1. Guides and assists students with assignments.
2. Hears student(s) in recitation, reading, and other curricular tasks.
3. Works with small groups or individual students to reinforce material designed/assigned by the teachers.
4. Leads assigned student activities.
5. Assists in the collection of student data, including observations, charting, and other record keeping.
6. Implements behavior management strategies as directed by the teacher.
7. Escorts students as assigned.
8. Establishes and maintains a supportive relationship with students.
9. Reproduces, distributes and collects instructional materials as needed.
10. Attends duty as assigned with certified personnel.
11. Assists students in technological instruction.
12. Checks/corrects (not grades) student work and reports results to teacher.
13. Maintains inventory of class materials and equipment.
14. Serves as a student role model in conduct, grooming, and dress.
15. Informs teacher(s) of any problems or special concerns of an individual student.
16. Makes use of constructive criticism and refrains from sarcasm, undue criticism, inappropriate language and behavior, and the use of racial and/or ethnic slurs when dealing with others.
17. Uses grammatically correct written and spoken language.
18. Adheres to break/duty schedules and returns promptly.
19. Attends work punctually and regularly.
20. Works cooperatively with others.
21. Displays proper respect for superiors.
22. Observes professional lines of communication at all times inside and outside the school system.
23. Follows assigned break schedule and returns to work station promptly.
24. **Follows the rules and regulations of the St. John the Baptist Parish School Board.**
25. Notifies supervisor promptly in case of absence and communicates in advance the date of return so provisions can be made.
26. Performs any other task as pertains to the scope of the job as assigned.

**WORK ENVIRONMENT**

The Instructional Paraprofessional must be able to: 1) work in a school setting which includes both a climate controlled environment and outside areas which are subject to climate extremes; 2) comply with daily hours at assigned school site according to bargaining unit agreement.

**COMMUNICATION SKILLS**

An Instructional Paraprofessional must be able to: 1) effectively communicate in English both orally and in writing; 2) accurately give and receive information via system; 3) communicate successfully and pleasantly with students, parents, and school personnel; and 4) use grammatically correct written and spoken language.

**EQUIPMENT**

An Instructional Paraprofessional must be able to use the telephone, audio-visual equipment, classroom computer, copy machine, laminator, calculator, and other appropriate machines.

**PHYSICAL INVOLVEMENT**

An Instructional Paraprofessional must be able to: 1) stand, walk, reach, bend, squat, and occasionally lift between 10-50 pounds; and 2) operate and use classroom equipment.

**MENTAL INVOLVEMENT**

An Instructional Paraprofessional must be able to: 1) apply instructional strategies; 2) understand, follow, and interpret written and verbal instructions; 3) instruct students; 4) maintain emotional control under stressful situations.

**HUMAN RELATIONS INVOLVEMENT**

An Instructional Paraprofessional must be able to: 1) work cooperatively with teachers, students, parents, and other school personnel; and 2) respond positively to supervision and suggestions for improvement.

**MINIMUM QUALIFICATIONS**

1) High School diploma or GED; 2) at least 18 years of age; 3) score a minimum of 10.0 composite score on the California Achievement Test; 4) **Ancillary Certificate for Pre-K Classes.**

**DESIRABLE QUALIFICATIONS**

Training and experience in the area of education vacancy.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

REVIEWED AND AGREED TO: \_\_\_\_\_ DATE: \_\_\_\_\_

**ST. JOHN PARISH SCHOOL SYSTEM  
JOB DESCRIPTION**

<b>JOB TITLE:</b>	<b>Accounting Supervisor</b>
<b>REPORTS TO / EVALUATED BY:</b>	Executive Director of Business and Finance
<b>TERMS OF EMPLOYMENT:</b>	12 months
<b>SALARY RANGE:</b>	Supervisor Salary Schedule
<b>SCOPE OF RESPONSIBILITIES:</b>	Performs the necessary work for all general accounting functions of St. John the Baptist School Board



*For individuals with a disability, hiring decisions will be based on the individual's ability to perform the essential functions of the job with or without a reasonable accommodation.*

**PERFORMANCE RESPONSIBILITIES / ESSENTIAL FUNCTIONS**

1. Monitors all student activity accounting funds, including setting up new schools/accounting systems.
2. Provides continuous training and support for school/central office bookkeepers.
3. Assist with supervision of school/central office bookkeepers.
4. Maintains and accounts for all fixed assets.
5. Assists with budget preparation and monitoring for all funds.
6. Assists with monthly close out for all funds.
7. Assists with and coordinates payroll.

8. Arranges for the internal auditing of school accounts.
9. Works with all external auditors.
10. Assists with all state reporting.
11. Assists with preparation of the Comprehensive Annual Financial Report.
12. Supervises the activities of the bookkeeping and accounting departments, i.e. schools and central office.
13. Assists with the preparation of the tax mileages to be levied.
14. Obtains Certified Louisiana School Business Administrator (CLSBA) certification within seven years after hire.
15. Supervises/Coordinates the preparation of yearly W-2 Income Tax Statements and Form 1099.
16. Serves as backup to the accounts payable function.
17. Serves as backup to the purchasing agent in his/her absence.
18. Serves as backup to the executive director of business and finance in his/her absence.
19. Follows the rules and regulations of the St. John the Baptist Parish School Board.
20. Notifies supervisor promptly in case of absence and communicates in advance the date of return so that proper provisions can be made.
21. Attends work regularly and arrives punctually.
22. Displays proper respect for superiors.
23. Observes professional lines of communication at all times with individuals inside and outside the school system.
24. Assisted by his/her evaluator, collaboratively develop and implement a professional growth plan based on the district's Personnel Evaluation criteria.
25. Serves as an acceptable role model for students, demonstrates personal and intellectual honesty and respects the rights of others.
26. Makes use of constructive criticism and avoids use of sarcasm, undue criticism, inappropriate language and behavior, and use of racial and/or ethnic slurs when dealing with others.
27. Accepts other duties as may be assigned which are related to the scope of the job.

**WORK ENVIRONMENT**

The Accounting Supervisor is required to: 1) work in an office type setting, climate controlled environment adhering to school board energy policy; 2) sometimes work evenings, weekends, and holidays as required by job responsibilities and supervisors; 3) often visit schools and attend meetings in various locations locally and outside the parish.

**COMMUNICATIONS SKILLS**

The Accounting Supervisor must be able to: 1) communicate effectively in English both orally and in writing; 2) have ability to accurately give and receive information via telecommunication system; 3) communicate successfully and pleasantly with the public and St. John Parish school system employees; 4) accurately compile data, summarize information and provide written reports to supervisor; 5) represent school system at various public functions.

**EQUIPMENT USED**

Telephone, copy machine, facsimile machine, calculator, computer and scanners.

**PHYSICAL INVOLVEMENT**

Sitting is required most of each work day. Must be able to operate office equipment. Standing, walking, reaching, bending lifting up to 10-50 pounds is sometimes required. Ability to provide own transportation to schools, work locations, and meeting sites. Mobility skills necessary to access a variety of work locations.

**MENTAL INVOLVEMENT**

The Accounting Supervisor must: 1) understand and interpret written and verbal instructions from supervisor; 2) must be able to work independently with minimal supervision; 3) comply with federal, state and parish regulations.

**HUMAN RELATIONS INVOLVEMENT**

The Accounting Supervisor must be able: 1) to work compatibly in group settings; 2) to respond positively to supervision and to accept suggestions for improvement.

**MINIMUM QUALIFICATIONS**

A baccalaureate degree in accounting or **general finance** with three (3) years of governmental accounting experience, **or equivalent**.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

REVIEWED AND AGREED TO: \_\_\_\_\_ DATE: \_\_\_\_\_

Revised January 2018

**ST. JOHN PARISH SCHOOL SYSTEM  
JOB DESCRIPTION**

**JOB TITLE:**

**REPORTS TO/EVALUATED BY:**

**TERMS OF EMPLOYMENT:**

**SALARY RANGE:**

**SCOPE OF RESPONSIBILITIES:**

**SPEECH/LANGUAGE PATHOLOGIST**

Director of Special Education / Designee

9 Months

Teacher Salary Schedule

To plan, and implement an effective speech therapy program for speech, language, and hearing impaired children which involves teachers, principals, and supervisory staff.



*For individuals with a disability, hiring decisions will be based only on the individual's ability to perform the essential functions of the job with or without a reasonable accommodation.*

**PERFORMANCE RESPONSIBILITIES/ESSENTIAL FUNCTIONS**

**DOMAIN I. PLANNING and PREPARATION**

1. Therapist's plans and practices display solid understanding of developmental characteristics, skills, and needs of each individual student in his/her specialty.
2. Therapist's plans and practices display solid understanding of how disabilities impact student's attitudes, behaviors, and performance.
3. Therapeutic goals are clearly defined and appropriately designed for the ages and needs of the students served.
4. Therapist is knowledgeable of the resources available to support the program and students within the school and district and has some understanding of resources beyond these.
5. The planned therapeutic program is both coherent and well integrated with the school programs.

**DOMAIN II. ENVIRONMENT**

1. Therapist models and promotes respectful and supportive interactions with each student, actively encouraging students to interact with each other in respectful ways.
2. Standards of conduct are evident and referenced by the therapist and students. Student behavior is monitored relative to the standards.
3. Priorities are well ordered, ensuring that the therapeutic work proceeds on time and efficiently.
4. The physical space is well organized to support the program activities and goals.

**DOMAIN III. DELIVERY of SERVICES**

1. Therapist responds to referrals in a timely and professional manner, making a complete and thorough assessment of the needs of each student.
2. Treatment is effectively aligned with the identified needs and goal and is appropriate to address student needs.
3. A range of therapeutic strategies and techniques are fully implemented in sessions.
4. Sufficient effort is made to work with teacher to implement strategies in classrooms that support student needs.
5. Therapist uses a clearly defined system for monitoring impact of treatment during delivery.

**DOMAIN IV. PROFESSIONAL RESPONSIBILITIES**

1. Therapist accurately reflects on the implementation and impact of the therapeutic services, providing concrete and specific examples of challenges and successes.
2. Therapist keeps records of student growth and needs from services provided.
3. Treatment reports are timely, accurate, and appropriate for the intended audience.
4. The goals, processes, and procedures of the therapeutic program are presented to students and their families in ways that are both appropriate and culturally and linguistically sensitive.
5. Therapists seeks and engages in professional learning opportunities and schedules opportunities to share the professional learning with other.

**DOMAIN V. PROFESSIONALISM**

1. The speech therapist grows and develops through professional development as assigned and voluntarily to improve teaching and learning.
  - \* Attends and constructively participates in meetings and professional development activities.
  - \* Uses active listening skills.
  - \* Accepts and recognizes the value of the contribution of others.
2. The speech therapist shows professionalism in attitude and conduct
  - \* Develops leadership and responsibility in colleagues and students if applicable.
  - \* Demonstrates skills to receive and give constructive feedback.
  - \* Identifies problems and issues and works collaboratively to contribute ideas and find solutions.
  - \* Maintains communication with immediate supervisor, keeping him/her informed of problems, concerns, and significant developments.
  - \* Uses verbal and non-verbal communication in a respectful manner.
  - \* Writes and speaks clearly and concisely for understanding.
  - \* Develops and maintains a safe and caring environment for students
  - \* Represents the schools and district in a positive manner.
  - \* Adheres to St. John the Baptist Parish School Board employee dress code.
  - \* Treats all stakeholders in a respectful and helpful manner.
  - \* Cooperates with administration in the performance of additional duties.
  - \* Cooperates with building and district staff in planning and evaluation.
  - \* Completes tasks, reports, and documents accurately according to specified timelines and expectations.
  - \* Minimizes bias in self and others and accepts responsibility for his/her own actions.
  - \* Adheres to Board policies and procedures and administrative rules, guidelines, and regulations.
  - \* Adheres to district guidelines relative to attendance. Regularly reports to work on time and works additional hours when deemed necessary.
  - \* Adheres to ethical, legal and professional standards.
  - \* Applies laws, policies, regulations, and procedures fairly, consistently, wisely, and compassionately.
  - \* Follows directives as assigned by supervisor.
  - \* Refrains from revealing confidential information.
  - \* Uses proper administrative procedures for making requests and resolving conflicts.

**VI. MISCELLANEOUS**

36. Participates in procedures for screening, evaluation, placement, re-evaluation, and dismissal of children into/out of programs for the disabled in accordance with the guidelines set forth by the State Department of Education and the St. John Parish School Board
37. Collects data and determines ESY eligibility for students as indicated on IEPs
38. Develops a daily schedule of therapy sessions, diagnostic, and planning time
39. Develops a record of daily attendance and tallies to establish periodic, systematic evaluation of student progress
40. Maintains data on all students regarding assessment and services, in compliance with the requirements of state and federal law and state and local policy
41. Assists and guides teachers in observing, describing, and referring suspected and identified speech, language, and hearing impairments
42. Assists in proper referrals of individuals to agencies and specialists in the community as appropriate
43. Collaborates with classroom teachers and other staff members to implement therapy by suggestions for the students' daily activities
44. Maintains lists of referred, screened and eligible students
45. Assumes primary responsibility for requisitioning and maintaining needed equipment and supplies for speech therapy
46. Keeps a current inventory of material and equipment used for speech therapy
47. Monitors speech students' educational progress and refers for re-evaluation as needed.
48. Conducts re-evaluations using appropriate procedures in accordance with guidelines set forth in federal, state, and local policy
49. Participates in conferences with pupil appraisal personnel for re-evaluations
50. Submits Medicaid claims on a regular basis and keeps appropriate documentation
51. Attends parish professional speech therapy meetings when scheduled
52. Informs appropriate school personnel of modifications/accommodations needed for individual students
53. Uses grammatically correct written and spoken language
54. Follows the rules and regulations of the St. John the Baptist Parish School Board
55. Follows the time and/or duty schedule authorized by the school principal for the school day and extracurricular activities.
56. Is prompt and diligent when supervising students in hallways and classrooms and escorts students if necessary
57. Keeps a class schedule posted in the classroom
58. Accounts for and is responsible for the proper care of the classroom, textbooks, pupil desks, materials, furniture, and other equipment which is assigned
59. Notifies the principal promptly in case of absence, and communicates in advance the date of return so that proper provisions can be made
60. Reports promptly to the principal any accident or illness of students
61. Knows and follows the school district's adopted Code of Discipline
62. Maintains neat, accurate, current and complete records and reports and submits same on time to the appropriate personnel when requested
63. Updates short-term objectives on each child's IEP and submits a copy of the progress report to the child's parent every nine weeks
64. Assesses and evaluates each student's progress on a regular basis to maintain an individual file of each student's work and test results as evidenced by individual folders
65. Attends school regularly and arrives punctually
66. Works cooperatively in sharing knowledge, expertise, and skills with others
67. Displays proper respect for superiors
68. Observes professional lines of communication at all times with individuals inside and outside the school system
69. Maintains the confidentiality of school and student records
70. Serves as an acceptable model for students, demonstrates personal and intellectual honesty and respects the rights of others
71. Makes use of constructive criticism and avoids use of sarcasm, undue criticism, inappropriate language and behavior, and use of racial and/or ethnic slurs when dealing with others.
72. Accepts other duties as may be assigned which are related to the scope of the job

**WORK ENVIRONMENT/HOURS:**

A Speech/Language Pathologist must be able to: 1) work in a school setting which includes both a climate controlled environment and outside areas which are subject to climate extremes; 2) comply with teacher hours at assigned school site according to bargaining unit agreement.

**COMMUNICATION SKILLS:**

A Speech/Language Pathologist must be able to: 1) effectively communicate in English both orally and in writing; 2) accurately give and receive information via telecommunication system; 3) accurately compile and access data, summarize information, and provide written report to supervisor; and, 4) communicate successfully and pleasantly with students, parents, and school personnel.

**EQUIPMENT:**

A Speech/Language Pathologist must be able to use telephone, audio-visual equipment, classroom computer, copy machine, laminator, calculator, and other appropriate machines.

**PHYSICAL INVOLVEMENT:**

A Speech/Language Pathologist must be able to: 1) stand, walk, reach, bend, and occasionally lift 10-50 pounds; 2) operate and use classroom equipment; and, 3) physically transfer, restrain or position special education students as required.

**MENTAL INVOLVEMENT:**

A Speech/Language Pathologist must be able to: 1) plan and implement appropriate education programs for all students; 2) understand and interpret written and verbal instructions; 3) comply with state and parish and federal special education regulations; and, 4) utilize effective classroom management techniques.

**HUMAN RELATIONS INVOLVEMENT:**

A Speech/Language Pathologist must be able to: 1) empathize with families of disabled students; 2) respond positively to supervision and accept suggestions for improvement; and, 3) work cooperatively with students, parents, and school personnel.

**MINIMUM QUALIFICATIONS:**

Bachelor's Degree in Speech Pathology; Type A, B, or C Louisiana Teaching Certificate or Ancillary Certificate; and, Active Louisiana License

**DESIRABLE QUALIFICATIONS:**

May vary with specific positions.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

REVIEWED AND AGREED TO: \_\_\_\_\_ DATE: \_\_\_\_\_

Revised January 2018

**ST. JOHN PARISH SCHOOL SYSTEM  
JOB DESCRIPTION**

**JOB TITLE:****ADAPTED PHYSICAL EDUCATION TEACHER****REPORTS TO/EVALUATED BY:**

Principal/Designee

**TERMS OF EMPLOYMENT:**

9 Months

**SALARY RANGE:**

Teacher Salary Schedule

**SCOPE OF RESPONSIBILITIES:**

To provide psychomotor assessments and design individualized program of motor development and physical education to special students who cannot participate in regular education.

*For individuals with a disability, hiring decisions will be based only on the individual's ability to perform the essential functions of the job with or without a reasonable accommodation.*



**PERFORMANCE RESPONSIBILITIES/ESSENTIAL FUNCTIONS**

**1.0 SETTINGS INSTRUCTOR OUTCOMES**

1. Specifies learner outcomes in clear, concise objectives
2. Includes activity/activities that develop objectives
3. Identifies and plans for individual differences
4. Identifies materials, other than standard classroom materials, as needed for lesson
5. States method(s) of evaluation to measure learner outcomes
6. Develops and implements written lesson plans

**2.0 MANAGEMENT CLASSROOM PROCEDURES**

7. Organizes available space, materials, and/or equipment to facilitate learning
8. Promotes a positive learning climate
9. Manages routines and transitions in a timely manner
10. Manages and/or adjusts allotted time for activities planned
11. Establishes expectations for learner behavior
12. Uses monitoring techniques, including data collection, to facilitate learning

**3.0 ENGAGING STUDENTS IN LEARNING**

13. The teacher provides learning tasks and activities that are aligned with the instructional outcomes and are designed to challenge student thinking, resulting in active intellectual engagement by most students with important and challenging content, and with teacher scaffolding to support and engagement.
14. Students have some choice in how complete learning tasks
15. Materials and resources support the learning goals and require intellectual engagement when applicable.
16. The pacing of the lesson provides students the time needed to be intellectually engaged.

**4.0 USING ASSESSMENT IN INSTRUCTION**

17. The teacher uses formative regularly to guide instruction.
18. The teacher makes adjustments the lesson to enhance understanding by individual groups or students when necessary.
19. The teacher makes students aware of assessment criteria and encourages students to use self-assessment.

**Attributes:**

- Students indicate they clearly understand the characteristics of high quality work.



- Students are invited to assess their own work and make improvements when applicable
- The teacher attempts to engage students in self- peer assessment.

20. The teacher gives accurate and specific feedback and advances learning.

Attributes:

- Feedback includes specific and timely guidance for at least groups of students

21. The teacher diagnoses evidence of learning by student performances

Attributes:

- The teacher elicits evidence of student understanding during the lesson.

#### MISCELLANEOUS

- Informs appropriate school personnel of modifications/accommodations needed for individual students
- Uses grammatically correct written and spoken language
- **Develops and Individual Education Plan (IEP), as mandated by IDEA**
- Follows the rules and regulations of the St. John the Baptist Parish School Board
- Follows the time and/or duty schedule authorized by the school principal for the day and extracurricular activities
- Is prompt and diligent when supervising students in hallways and classrooms and escorts students if necessary
- Accounts for and is responsible for the proper care of the classroom, textbooks, pupil desks, materials, furniture, and other equipment which is assigned
- Notifies the principal **and supervisor** promptly in case of absence, and communicates in advance the date of return so that proper provisions can be made
- Reports promptly to the principal any accident or illness of students
- Knows and follows the school district's adopted Code of Discipline
- Maintains neat, accurate, current and complete records and reports and submits same on time to the appropriate personnel when requested
- Effectively communicates student progress to parent according to Pupil Progression Plan
- Prepares and devises a specific number of instructional minutes for each individual child as needed and indicated in the child's IEP **indicate progress on goals and objective** objectives on each child's IEP and **sends** a copy of the report to the child's parent every nine weeks
- Assesses each child's strengths and weaknesses in the educational, physical and motor, social, self help, speech and language, and arts and crafts areas every nine weeks
- Assesses each child's strengths and weaknesses in the educational, physical and motor, social, self help, speech and language, and arts and crafts areas every nine weeks
- Assesses and evaluates each student's progress on a regular basis to maintain an individual file of each student's work and test results as evidenced by individual folders
- Attends school regularly and arrives punctually
- Works cooperatively in sharing knowledge, expertise, and skills with others
- Displays proper respect for superiors
- Observes professional lines of communication at all times with individuals inside and outside the school system
- Maintains the confidentiality of school and student records
- Serves as an acceptable model for students, demonstrates personal and intellectual honesty and respects the rights of others
- Makes use of constructive criticism and avoids use of sarcasm, undue criticism, inappropriate language and behavior, and use of racial and/or ethnic slurs when dealing with others
- Accepts other duties as may be assigned which are related to the scope of the job
- **Participates in SPED**

#### WORK ENVIRONMENT/HOURS:

The Adapted Physical Education Teacher must be able to: 1) work in different work environments including schools, central/regional office, and occasionally, community settings and outside areas which are subject to climate extremes; 2) comply with teacher hours at assigned school site according to bargaining unit agreement; and 3) provide own transportation to various school sites where assigned.

#### COMMUNICATION SKILLS:

The Adapted Physical Education Teacher must be able to: 1) effectively communicate in English both orally and in writing; 2) accurately give and receive information via tele-communication system; 3) accurately compile and access data, summarize information, and provide written report to supervisor; and, 4) communicate successfully and pleasantly with students, parents, and school personnel

#### EQUIPMENT:

The Adapted Physical Education Teacher must be able to use telephone, audio-visual equipment, classroom computer, copy machine, laminator, calculator, other appropriate machines, mobility and positioning equipment (walker, standing boxes, braces, wheelchairs, abductor blocks, etc.) and micro-switches, and other communication technology and machines.

#### PHYSICAL INVOLVEMENT:

The Adapted Physical Education Teacher must be able to: 1) stand, walk, reach, bend, and occasionally lift between 10-50 pounds; 2) operate and use classroom equipment; 3) physically transfer, restrain or position students on caseload as needed on IEPs or in order to access school campus or community; 4) have mobility skills necessary to access a variety of work locations; and, 5) transport, operate and maneuver equipment for instruction.

#### MENTAL INVOLVEMENT:

The Adapted Physical Education Teacher must be able to: 1) plan and implement appropriate education programs for all students; 2) understand and interpret written and verbal instructions; 3) follow written and verbal instructions; 4) comply with state, parish and federal regulations; and, 5) utilize effective classroom management techniques.

#### HUMAN RELATIONS INVOLVEMENT:

The Adapted Physical Education Teacher must be able to: 1) work cooperatively with students, parents, and school personnel; and 2) respond positively to supervision and accept suggestions for improvement.

#### MINIMUM QUALIFICATIONS:

Elementary Teacher/Secondary Teacher certification in accordance with Louisiana Department of Education, Bulletin 746, Revised.

#### DESIRABLE QUALIFICATIONS:

May vary with specific positions.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

REVIEWED AND AGREED TO: \_\_\_\_\_ DATE: \_\_\_\_\_

Revised January 2018

ST. JOHN PARISH SCHOOL SYSTEM  
JOB DESCRIPTION



JOB TITLE:	<b>VISUALLY IMPAIRED TEACHER</b>
REPORTS TO/EVALUATED BY:	Principal/Designee
TERMS OF EMPLOYMENT:	9 Months
SALARY RANGE:	Teacher Salary Schedule

For individuals with a disability, hiring decisions will be based only on the individual's ability to perform the essential functions of the job with or without a reasonable accommodation.

Competencies and Performance Standards will be used for teacher evaluation in conjunction with measures of student growth. Measures of student growth will be aligned with the St. John the Baptist Parish Public School System's accountability measures as outlined in the Louisiana Accountability System.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

**DOMAIN 1: PLANNING and PREPARATION**

- Teacher plans and practices display solid understanding of developmental characteristics, skills, and needs of each individual student in his/her specialty.
- Teacher plans and practices display solid understanding of how disabilities impact student's attitudes, behaviors, and performance.
- The planned programing is both coherent and well integrated with the school programs.

**DOMAIN 2: MANAGING CLASSROOM PROCEDURES**

- Teacher models and promotes respectful and supportive interactions with each student, actively encouraging students to interact with each other in respectful ways.
- Standards of conduct are evident and referenced by the therapist and students. Student behavior is monitored relative to the standards.
- Priorities are well ordered, ensuring that the therapeutic work proceeds on time and efficiently.
- The physical space is well organized to support the program activities and goals.

**DOMAIN 3: DELIVERY of SERVICES**

- Teacher responds to referrals in a timely and professional manner, making a complete and thorough assessment of the needs of each student.
- Eligibility Assessments are comprehensive and competent
- Programing is effectively aligned with the identified needs and goal and is appropriate to address student needs.
- A range of therapeutic strategies and techniques are fully implemented in sessions.

**DOMAIN 4: INSTRUCTION**

**4a. Engaging Students in Learning**

- Most student(s) are in intellectually engaged in the lesson.
- Students have some choice in how they complete learning tasks
- The teacher is consistent in her use of a variety of modalities and materials to gain students' interests and participation during activities and lessons.

**4b. Using Assessment in Instruction**

- When necessary, the teacher makes adjustments to the lesson to enhance understanding by groups of students.
- Feedback includes specific and timely guidance for at least groups of students.
- Teacher consistently offers encouragement of students' efforts that increases students' involvement and persistence.
- Regularly uses and interprets a variety of assessments to evaluate and monitor student needs.
- Applies assessment results to develop appropriate interventions and services.

**DOMAIN 5: MISCELLANEOUS**

**1. The teacher grows and develops through professional development as assigned and voluntarily to improve teaching and learning.**

- Attends and constructively participates in meetings and professional development activities.
- Uses active listening skills
- Accepts and recognizes the value of the contribution of others.

**2. The teacher shows professionalism in attitude and conduct.**

- Develops leadership and responsibility in colleagues and students if applicable.
- Demonstrates skills to receive and give constructive feedback.
- Identifies problems and issues and works collaboratively to contribute ideas and find solutions.
- Maintains communication with immediate supervisor, keeping him/her informed of problems, concerns, and significant developments.
- Uses verbal and non-verbal communication in a respectful manner.
- Write and speaks clearly and concisely for understanding.
- Develops and maintains a safe and caring environment for students.
- Represents the schools and district in a positive manner.
- Adheres to St. John the Baptist Parish School Board employee dress code.
- Treats all stakeholders in a respectful and helpful manner.
- Cooperates with administration in the performance of additional duties.
- Cooperates with building and district staff in planning and evaluation.
- Completes tasks, reports and documents accurately according to specified timelines and expectations.
- Minimizes bias in self and others and accepts responsibility for his/her own actions.
- Adheres to Board policies and procedures and administrative rules, guidelines, and regulations.
- Adheres to district guidelines relative to attendance. Regularly reports to work on time and works additional hours when deemed necessary.
- Adheres to ethical, legal and professional standards.
- Applies laws, policies, regulations, and procedures fairly, consistently, wisely, and compassionately.
- Follows directives as assigned by supervisor.
- Refrains from revealing confidential information.
- Uses proper administrative procedures for making requests and resolving conflicts.
- Participates in the development of an Individualized Education Program (IEP) when needed
- Uses grammatically correct written and spoken language
- Follows the rules and regulations of the St. John the Baptist Parish School Board
- Follows the time and/or duty schedule authorized by the school principal for the day and extracurricular activities
- Is prompt and diligent when supervising students in hallways and classrooms and escorts students if necessary
- Keeps a class schedule posted in the classroom
- Accounts for and is responsible for the proper care of the classroom, textbooks, pupil desks, materials, furniture, and other equipment which is assigned

- Notifies the principal promptly in case of absence, and communicates in advance the date of return so that proper provisions can be made for hiring substitute teacher
- Reports promptly to the principal any accident or illness of students
- Knows and follows the school district's adopted Code of Discipline
- Maintains neat, accurate, current and complete records and reports and submits same on time to the appropriate personnel when requested
- Informs principal when a student is absent three consecutive days or five days overall
- Effectively communicates student progress to parents according to Pupil Progression Plan
- Attends school regularly and arrives punctually
- Works cooperatively in sharing knowledge, expertise, and skills with others
- Displays proper respect for superiors
- Observes professional lines of communication at all times with individuals inside and outside the school system
- Maintains the confidentiality of school and student records
- Serves as an acceptable model for students, demonstrates personal and intellectual honesty and respects the rights of others
- Makes use of constructive criticism and avoids use of sarcasm, undue criticism, inappropriate language and behavior, and use of racial and/or ethnic slurs when dealing with others
- Accepts other duties as may be assigned which are related to the scope of the job.

**WORK ENVIRONMENT/HOURS:** The teacher must be able to: 1) work in a school setting which includes both a climate controlled environment and outside areas which are subject to climate extremes; 2) comply with teacher hours at assigned school site according to bargaining unit agreement.

**COMMUNICATION SKILLS:**

A teacher must be able to: 1) effectively communicate in English both orally and in writing; 2) accurately give and receive information via tele-communication system; and, 3) communicate successfully and pleasantly with students, parents, and school personnel.

**EQUIPMENT:**

A teacher must be able to use telephone, audio-visual equipment, classroom computer, copy machine, laminator, calculator, and other appropriate machines.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

REVIEWED AND AGREED TO: \_\_\_\_\_ DATE: \_\_\_\_\_

Adopted January 2018

ST. JOHN PARISH SCHOOL SYSTEM  
JOB DESCRIPTION



JOB TITLE:	<b>HOMEBOUND TEACHER</b>
REPORTS TO/EVALUATED BY:	Principal/Designee
TERMS OF EMPLOYMENT:	9 Months
SALARY RANGE:	Teacher Salary Schedule

For individuals with a disability, hiring decisions will be based only on the individual's ability to perform the essential functions of the job with or without a reasonable accommodation.

Competencies and Performance Standards will be used for teacher evaluation in conjunction with measures of student growth. Measures of student growth will be aligned with the St. John the Baptist Parish Public School System's accountability measures as outlined in the Louisiana Accountability System.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

**DOMAIN 1: SETTING INSTRUCTIONAL OUTCOMES**

- Outcomes represent high expectations and rigor.
- Outcomes represent a range of outcomes: factual, conceptual understanding, reasoning, social management, communication.
- Outcomes are suitable to students and differentiated where necessary.
- Teacher consistently implements a daily written plan for each student reflecting instructional work sent from sending school.

**DOMAIN 2: MANAGING CLASSROOM PROCEDURES**

- The student(s) are productively engaged during small group work.
- Transitions between activities, small groups and individuals are smooth.
- Routines for distribution and collection of materials and supplies work efficiently.
- Classroom routines function smoothly.
- Monitoring techniques are effective and promote a safe, positive learning climate.

**DOMAIN 3: USING QUESTIONING AND DISCUSSION TECHNIQUES**

- Teacher uses open-ended questions, inviting students to think and/or have multiple possible answers.
- The teacher makes effective use of wait time.
- The teacher builds on or uses student responses to question effectively.
- Students are actively engage in the discussion.

**DOMAIN 4: ENGAGING STUDENTS IN LEARNING**

- Student(s) are intellectually engaged in the lesson.
- Learning tasks have multiple correct responses or approaches and/or demand higher-order thinking.
- Student(s) have some choice in how they complete learning tasks.
- There is a mix of different types of strategies suitable to the lesson objectives.
- Materials and resources support the learning goals and require intellectual engagement, as appropriate.
- The pacing of the lesson provides students the time needed to be intellectually engaged.

**4b. Using Assessment in Instruction**

- The teacher elicits evidence of student understanding during the lesson.
- Students are invited to assess their own work and make improvements.
- Feedback includes specific and timely guidance.
- The teacher attempts to engage students in self- or peer-assessment.

- When necessary, the teacher makes adjustments to the lesson to enhance understanding of students.

**DOMAIN 5: MISCELLANEOUS**

**1. The teacher grows and develops through professional development as assigned and voluntarily to improve teaching and learning.**

- Attends and constructively participates in meetings and professional development activities.
- Uses active listening skills
- Accepts and recognizes the value of the contribution of others.

**2. The teacher shows professionalism in attitude and conduct.**

- Develops leadership and responsibility in colleagues and students if applicable.
- Demonstrates skills to receive and give constructive feedback.
- Identifies problems and issues and works collaboratively to contribute ideas and find solutions.
- Maintains communication with immediate supervisor, keeping him/her informed of problems, concerns, and significant developments.
- Uses verbal and non-verbal communication in a respectful manner.
- Write and speaks clearly and concisely for understanding.
- Develops and maintains a safe and caring environment for students.
- Represents the schools and district in a positive manner.
- Adheres to St. John the Baptist Parish School Board employee dress code.
- Treats all stakeholders in a respectful and helpful manner.
- Cooperates with administration in the performance of additional duties.
- Cooperates with building and district staff in planning and evaluation.
- Completes tasks, reports and documents accurately according to specified timelines and expectations.
- Minimizes bias in self and others and accepts responsibility for his/her own actions.
- Adheres to Board policies and procedures and administrative rules, guidelines, and regulations.
- Adheres to district guidelines relative to attendance. Regularly reports to work on time and works additional hours when deemed necessary.
- Adheres to ethical, legal and professional standards.
- Applies laws, policies, regulations, and procedures fairly, consistently, wisely, and compassionately.
- Follows directives as assigned by supervisor.
- Refrains from revealing confidential information.
- Uses proper administrative procedures for making requests and resolving conflicts.
- Participates in the development of an Individualized Education Program (IEP) when needed
- Uses grammatically correct written and spoken language
- Follows the rules and regulations of the St. John the Baptist Parish School Board
- Follows the time and/or duty schedule authorized by the school principal for the day and extracurricular activities
- Is prompt and diligent when supervising students in hallways and classrooms and escorts students if necessary
- Keeps a class schedule posted in the classroom
- Accounts for and is responsible for the proper care of the classroom, textbooks, pupil desks, materials, furniture, and other equipment which is assigned
- Notifies the principal promptly in case of absence, and communicates in advance the date of return so that proper provisions can be made for hiring substitute teacher
- Reports promptly to the principal any accident or illness of students
- Knows and follows the school district's adopted Code of Discipline
- Maintains neat, accurate, current and complete records and reports and submits same on time to the appropriate personnel when requested
- Informs principal when a student is absent three consecutive days or five days overall
- Effectively communicates student progress to parents according to Pupil Progression Plan
- Attends school regularly and arrives punctually
- Works cooperatively in sharing knowledge, expertise, and skills with others
- Displays proper respect for superiors
- Observes professional lines of communication at all times with individuals inside and outside the school system
- Maintains the confidentiality of school and student records
- Serves as an acceptable model for students, demonstrates personal and intellectual honesty and respects the rights of others
- Makes use of constructive criticism and avoids use of sarcasm, undue criticism, inappropriate language and behavior, and use of racial and/or ethnic slurs when dealing with others
- Accepts other duties as may be assigned which are related to the scope of the job.

**WORK ENVIRONMENT/HOURS:**

The teacher must be able to: 1) work in a school setting which includes both a climate controlled environment and outside areas which are subject to climate extremes; 2) comply with teacher hours at assigned school site according to bargaining unit agreement.

**COMMUNICATION SKILLS:**

A teacher must be able to: 1) effectively communicate in English both orally and in writing; 2) accurately give and receive information via tele-communication system; and, 3) communicate successfully and pleasantly with students, parents, and school personnel

**EQUIPMENT:**

A teacher must be able to use telephone, audio-visual equipment, classroom computer, copy machine, laminator, calculator, and other appropriate machines.

**PHYSICAL INVOLVEMENT:**

A teacher must be able to: 1) stand, walk, reach, bend, and occasionally lift between 10-50 pounds; 2) operate and use classroom equipment; and, 3) physically transfer, restrain or position students as required.

**MENTAL INVOLVEMENT:**

A teacher must be able to: 1) plan and implement appropriate education programs for all students; 2) understand and interpret written and verbal instructions; 3) follow written and verbal instructions; 4) comply with state, parish and federal regulations; and, 5) utilize effective classroom management techniques.

**HUMAN RELATIONS INVOLVEMENT:**

A teacher must be able to: 1) work cooperatively with students, parents, and school personnel; and 2) respond positively to supervision and accept suggestions for improvement.

**MINIMUM QUALIFICATIONS:**

Elementary Teacher/Secondary Teacher certification in accordance with Louisiana Department of Education, Bulletin 746, Revised.

**DESIREABLE QUALIFICATIONS:** May vary with specific positions.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

REVIEWED AND AGREED TO: \_\_\_\_\_ DATE: \_\_\_\_\_

**ITEM 7. BUSINESS AND FINANCE**

**ITEM 7a.** Mr. Peter Montz – Request Board approval to solicit bids for ESJPA Gymnasium

MOTION BY: Sanders  
SECOND BY: Wallace  
MOTION: To approve the solicitation of bids for the ESJPA Gymnasium (Budget: \$2.2 million)  
Upon roll call, there were:  
9 Yeas – Keller, Sanders, DeFrancesch, Jones, Johnson, Wise, Wallace, Triche, Burl  
2 Absent – Holden, Mitchell  
The motion carried.

**ITEM 7b.** Mr. Peter Montz – Request Board approval on RFP 18.31 Property Insurance

MOTION BY: Keller  
SECOND BY: Jones  
MOTION: To award RFP 18.31 Property Insurance to Louisiana Insurance Agency at a total cost of \$936,390.75.  
9 Yeas – Keller, Sanders, DeFrancesch, Jones, Johnson, Wise, Wallace, Triche, Burl  
2 Absent – Holden, Mitchell  
The motion carried.

**ITEM 7c.** Mr. Peter Montz/Bob Bourgeois – Request approval on RFP 18.32 WAN Connectivity

MOTION BY: Keller  
SECOND BY: Triche  
MOTION: To award RFP 18.32 WAN Connectivity to Reserve Telephone Company at a cost of \$13,486/month.  
Upon roll call, there were:  
9 Yeas – Keller, Sanders, DeFrancesch, Jones, Johnson, Wise, Wallace, Triche, Burl  
2 Absent – Holden, Mitchell  
The motion carried.

**ITEM 7d.** Mr. Peter Montz - Request Board approval to solicit bids for LES K-2 Building HVAC replacement

MOTION BY: Triche  
SECOND BY: Wise  
MOTION: To approve the solicitation of bids for LES K-12 Building HVAC replacement.  
Upon roll call, there were:  
9 Yeas – Keller, Sanders, DeFrancesch, Jones, Johnson, Wise, Wallace, Triche, Burl  
2 Absent – Holden, Mitchell  
The motion carried.

**ITEM 8. OLD BUSINESS**

**ITEM 8a.** Ms. Iman Montgomery/Mrs. Serina Duke – Request Approval of New/Modified Policies: EBA-Tobacco-Free Schools; GAMA-Employee Tobacco Use; JCDAA-Student Smoking/Tobacco Use; JCDAD-School Bus Conduct

MOTION BY: Sanders  
SECOND BY: Wallace  
MOTION: To approve New/Modified Policies: EBA-Tobacco-Free Schools; GAMA-Employee Tobacco Use; JCDAA-Student Smoking/Tobacco Use; JCDAD-School Bus Conduct  
Upon roll call, there were:  
9 Yeas – Keller, Sanders, DeFrancesch, Jones, Johnson, Wise, Wallace, Triche, Burl  
2 Absent – Holden, Mitchell  
The motion carried.

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**EBA: TOBACCO-FREE SCHOOLS**

Because tobacco is the leading cause of preventable death, disease, and disability, the St. John the Baptist School Board shall provide a Smoke-Free Campus (Louisiana Smoke-Free Air Act) and Tobacco-Free school environment (Louisiana’s Tobacco-Free Schools policy – the Department of Health and Hospitals Tobacco Control Program).

The use of any tobacco product, smokeless tobacco, or any smoking object/device, including but not limited to electronic cigarettes, advanced personal vaporizers, vape pens, vape mods and similar devices, shall be prohibited on and in all School Board property and vehicles, and at all school-sponsored or school-approved functions. However, this prohibition shall not be applicable to any tobacco product approved by the United States Food and Drug Administration for sale as a tobacco cessation product and which is marketed and sold solely for such purpose.

*School Board property* shall include any elementary or secondary school buildings or grounds, buildings, portable buildings, field houses, stadiums, equipment storage areas, vacant land, or any other property owned, operated, or leased by the School Board.

This prohibition on smoking, tobacco, and smoking object/devices shall also apply to all visitors and contractors that enter on School Board property.

Smoking and tobacco advertising shall be prohibited on all School Board property.

#### COMPLIANCE AND ENFORCEMENT

“Smoke Free/Tobacco-Free” signs shall be displayed on school property. Notice of this policy shall be posted at the entrances to the grounds of each school and school building, and within school vehicles.

Notice of this policy shall be given to students, all school staff, parents or families through dissemination of the student handbook every year and posted signage at each campus. The community shall be made aware of the policy by signage and handbooks as needed.

#### COMMUNICATION

At the beginning of each school year the Wellness Committee will share a summary of the School Wellness policy with all school principals. Updates to the policy may be highlighted and discussed. School principals will then communicate this information to school staff, faculty, students, and parents through various faculty and parent meetings, as well as through the student handbooks provided at each school. Any special events that the Wellness Policy Committee plans to achieve should be shared with everyone affected and the *School Health Advisory Council*.

Visitors and contractors shall also be informed of the *Smoke Free and Tobacco-Free Schools* policy through posted signs at the entrances to the grounds of each school and school buildings, and within school vehicles.

New policy: January 12, 2012

Revised: November, 2017

Ref: 20 USC 6083 (*Non-Smoking Policy for Children’s Services*); La. Rev. Stat. Ann. "17:240, 40:1291.2, 40:1291.3, 40:1291.11, 40:1291.21; Board minutes, 1-12-12.

#### **GAMA: EMPLOYEE TOBACCO USE**

Because tobacco is the leading cause of preventable death, disease, and disability, the St. John the Baptist School Board shall provide a Smoke-Free campus (Louisiana Smoke-Free Air Act) and Tobacco-Free school environment (Louisiana’s Tobacco-Free School Policy – the Department of Health and Hospitals Tobacco Control Program).

The use of any tobacco product, smokeless tobacco, or any smoking object/device, including but not limited to electronic cigarettes, advanced personal vaporizers, vape pens, vape mods and similar devices, shall be prohibited on and in all School Board property and vehicles, and at all school-sponsored or school-approved functions. However, this prohibition shall not be applicable to any tobacco product approved by the United States Food and Drug Administration for sale as a tobacco cessation product and which is marketed and sold solely for such purpose.

*School Board property* shall include any elementary or secondary school buildings or grounds, buildings, portable buildings, field houses, stadiums, equipment storage areas, vacant land, or any property owned, operated, or leased by the School Board.

#### COMPLIANCE AND ENFORCEMENT

Notice of this policy shall be given to School Board personnel every year and posted signage at each campus.

School employees who violate the *Smoke Free and Tobacco-Free School* policy shall, in addition to disciplinary action, also be referred to the Louisiana Quit-Line (1-800-QuitNow) which is a free counseling service for tobacco cessation.

Revised: December 7, 2006

Revised: January 12, 2012

Revised: November, 2017

Ref: 20 USC 6083 (*Non-Smoking Policy for Children’s Services*); La. Rev. Stat. Ann. §§17:240, 40:1291.1, 40:1291.2, 40:1291.3, 40:1291.11, 40:1291.21; Board minutes, 7-12-90, 8-8-91, 12-10-92, 1-7-93, 12-7-06, 1-12-12.

#### **JCDAA: STUDENT SMOKING/TOBACCO USE**

Student possession or use of any tobacco product, smokeless tobacco, or any smoking object/device, including but not limited to electronic cigarettes, advanced personal vaporizers, vape pens, vape mods and similar devices, shall be prohibited on and in all St. John the Baptist Parish School Board property and vehicles, and at all school-sponsored or school-approved functions.

*School Board property* shall include any elementary or secondary school buildings or grounds, buildings, portable buildings, field houses, stadiums, equipment storage areas, vacant land, or any other property owned, operated, or leased by the School Board.

All tobacco products are also prohibited at school-sponsored functions (e.g. field trips, athletic events, proms, dances, promotional activities, etc.) including those away from school property.

Parental permission to smoke does not exempt a student from this policy. Violations shall subject the student to appropriate disciplinary action.

In addition to disciplinary action, those students who are found in violation of this policy shall be referred to the school’s health provider (Nurse, Health Center, or Social Worker) for a tobacco intervention. The school’s health provider shall have the option of referring the student to the Fax to Quit Louisiana Program, coordinated by the *Louisiana Department of Health and Hospitals Tobacco Control Program*, which refers the student to the Louisiana Quit-line, a free counseling service done over the phone for tobacco cessation.

Adopted: September 21, 1978

Revised: September, 1994

Revised: January 12, 2012

Revised: November, 2017

Ref: La. Rev. Stat. Ann. "17:240, 17:416, 40:1291.1, 40:1291.2, 40:1291.3, 40:1291.11, 40:1291.21; Board minutes, 7-21-94, 1-12-12.

**JCDAD: SCHOOL BUS CONDUCT**

The St. John the Baptist Parish School Board recognizes the driver of a school bus to be in authority with regard to pupil behavior in or about the vehicle which he/she operates. School Board regulations regarding proper conduct on school buses shall be provided in writing to students and parents/legal guardians at the start of school each year. The bus operator shall report disorderly or unmanageable pupil conduct to the principal of the school in which the pupil is enrolled. Such conduct by a pupil shall be good cause for the principal to suspend the privilege of riding any school bus; however, bus operators may not administer disciplinary action and shall continue, except in extreme emergencies, to transport a pupil until disciplinary action is administered by the school. It shall be the responsibility of the parents of pupils, in such cases, to provide transportation to and from school during the period of any suspension/expulsion of bus riding privileges.

In all cases of suspension of bus riding privileges, the parent, bus operator, Special Education Department, and the Supervisor of Transportation shall be notified by the principal in writing, within forty-eight (48) hours of such decision, of the facts concerning each suspension, including reasons and term of suspension.

If the principal recommends the expulsion of bus riding privileges for a student, a hearing shall be conducted by the Superintendent or his/her designee and thereby informing the student and parent as to why bus riding privileges are being recommended for expulsion. The student, at that time, shall be given an opportunity to explain his/her version of the incident(s) to the Superintendent or his/her designee. The decision of the Superintendent/designee shall be final.

A pupil who causes damage to a school bus shall be subject to suspension from school and shall not be readmitted until acceptable provisions for restitution have been made for such damage or until readmittance is directed by the Superintendent.

PROCEDURES FOR REPORTING BUS CONDUCT

1. All schools shall be provided with the *School Bus Behavior Report Form*, which shall be completed on any occasion when a pupil's conduct on a bus is unsatisfactory.
2. One copy of the *School Bus Behavior Report Form* shall be signed by the parent and returned to the school principal. In all such cases a pupil shall be permitted to continue to ride the bus until transportation privileges have been denied by action taken by the appropriate school administrator.
3. In cases of severe misconduct, the principal or designee may temporarily suspend the pupil's bus privilege until appropriate disciplinary action is taken. The pupil's parents should be immediately notified of the temporary suspension.
4. Immediately after taking disciplinary action, the principal, or designee, shall sign and shall indicate the disciplinary action taken on the *School Bus Behavior Report Form*. Copies of the report shall be distributed to the pupil's file; to the parent; and to the driver. A copy of the report may also be sent to the Superintendent or designee.
5. In the event of an appeal of the principal's decision by parents, a hearing may be scheduled by the Superintendent or designee.

Adopted: September 18, 1985  
Revised: November, 2017

Ref: La. Rev. Stat. Ann. §§17:81, 17:223, 17:416, 17:416.1; Louisiana School Transportation Specifications and Procedures, Bulletin 119, Louisiana Department of Education; Board minutes, 9-18-85.

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**ITEM 9. NEW BUSINESS**

**ITEM 9a. Mr. Cory Butler – Request approval regarding MOU with Maxima Behavioral Services, Inc.**

MOTION BY: Jones

SECOND BY: Sanders

MOTION: To table.

Upon roll call, there were:

9 Yeas – Keller, Sanders, DeFrancesch, Jones, Johnson, Wise, Wallace, Triche, Burl

2 Absent – Holden, Mitchell

The motion carried.

**ITEM 9b. Ms. Heidi Trosclair – Introduction to the 2018-2019 School Calendar**

This item was for introduction only.

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**St. John the Baptist Parish Public Schools  
School Calendar 2018 - 2019**

<b>August</b>	
3	Teacher Work Day
6 - 7	Professional Development Days
8	First Day of School for Students
14	First Day for Kindergarten / Universal PreK / LA4 / Model Early Students
21	First Day for Head Start Students
<b>September</b>	
3	Labor Day Holiday
<b>October</b>	
9	End of First Nine Weeks
15 - 16	Fall Break Holiday
<b>November</b>	
5	Professional Development Day – No School for Students
6	Election Day Holiday (Primary/Congressional)
19 - 23	Thanksgiving Holidays
26	Students Return to School

<b>December</b>	
21	End of Second Nine Weeks
24 - 31	Christmas Holidays
<b>January</b>	
1 - 3	New Year's Holiday
4	Professional Development Day – No School for Students
7	Students Return
21	Martin Luther King Holiday
22	Students Return
23	100 <sup>th</sup> Day of School
<b>March</b>	
4 - 8	Mardi Gras Holidays
11	Students Return
14	End of Third Nine Weeks
<b>April</b>	
15 - 22	Easter Holiday
23	Students Return
<b>May</b>	
10	Last Day for Seniors (ESJH/WSJH)
24	Last Day for Students / End of Fourth Nine Weeks
27	Records' Day

**2018-2019 LDOE ACT/EOC/LEAP Assessment Schedule (Calendar is subject to change if any of the testing dates below change):**

ACT Statewide Testing (Initial/Make-Up)	March 12, 2019/April 2, 2019	LEAP 2025 Paper-Based Testing (3 <sup>rd</sup> - 4 <sup>th</sup> grades)	April 29 - May 3, 2019
LEAP 2025 Computer-Based Window (5 <sup>th</sup> – 8 <sup>th</sup> grades)	April 1 - May 3, 2019	WorkKeys Testing Window	Complete by April 12, 2019
EOC / LEAP 2025 Fall Testing Window	Nov. 28 - Dec. 14, 2018	AP Testing Window	TBD
EOC / LEAP 2025 Spring Testing Window	April 15 - May 17, 2019	CLEP Testing Window	TBD

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**ITEM 9c.** Ms. Iman Montgomery – Introduction to New and/or Revised Policies: Settlement of Litigation, Claims, and Separation Agreements (New); JGCE – Child Abuse (Revised); DFN – Sale of Buildings and Land (New); ECA – Authorized Use of Equipment (New); GBC – Recruitment (Revised); GBRIB – Sick Leave (Revised); DFAA – Industrial Tax Exemptions

These items are for introduction.

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**SETTLEMENT OF LITIGATION, CLAIMS, AND SEPERATION AGREEMENTS**

**Policy on Settlements of Litigation, Claims, and Separation Agreements**

**Purpose**

This Policy establishes specific requirements for approval and oversight of the settlement of claims and litigation, including approval of settlements above a certain amount and reserves certain approval authority to the Board itself.

**Definitions**

As used in this Policy, the following terms shall have the meaning specified:

- a) "Board" shall refer to the St. John the Baptist Parish School Board.
- b) "Claim" shall refer to any demand for payment from an entity or individual, including a Board employee, which is disputed in whole or in part and is made other than through litigation. Commercial negotiations to adjust amounts payable under a contract shall not be treated as "claims."
- c) "Litigation" shall refer to legal proceedings in the form of a lawsuit, arbitration proceeding, or internal or external administrative proceeding.
- d) "Separation Agreement" shall refer to an agreement with a Board employee by which the employee separates from Board employment, but which does not involve a "claim" or "litigation," as defined above.
- e) "Consideration" shall refer to a monetary commitment on the part of the Board, whether in the form of a lump sum cash payment, or compensation for services for a specified term, or individually-negotiated payments for benefits (e.g., COBRA), or a non-monetary commitment on the part of the Board; it excludes payments for salary and benefits previously earned by the employee (e.g., earned vacation leave) or continued employment on the same terms as existed prior to the agreement. When consideration is received by the Board, it can also be monetary or non-monetary.

**Section 1. Settlement Authority of the Superintendent**

- a) The Superintendent shall have the authority to settle claims and to enter into separation agreements when the consideration paid or received by the Board has a value of \$25,000 or less. Settlement of claims or separation agreements when the consideration paid or received by the Board exceeds \$25,000 shall require the concurrence of a majority of the Board. The release provisions of all settlements of claims and separation agreements, regardless of the amount of consideration, shall be in a format approved by the Board. Settlement of claims and separation agreements by the Superintendent shall be subject to appropriate funding.

**Section 2. Settlement Authority of the Litigation Counsel**



- a) The Litigation Counsel shall have authority to settle claims and litigation when the consideration paid or received by the Board has a value of \$25,000 or less. All litigation settlements shall be reviewed and approved by the Board. Settlement of claims or litigation by the Litigation Counsel shall be subject to appropriate funding.

### Section 3. Reporting of Settlements and Separation Agreements

- a) Annually by the Litigation Counsel, all settlements of claims and litigation, and all separation agreements, when the consideration paid or received by the Board has a value greater than \$25,000.
- b) At each regular meeting of the Board, the Board shall receive a report from the Litigation Counsel of all settlement of claims and litigation, and all separation agreements, when the consideration paid or received by the Board has a value greater than \$25,000 and up to \$500,000.
- c) At each regular meeting of the Board, the Board shall receive a report of all settlements of claims and litigation and all separation agreements approved by the President of the Board and the Chairman of the Finance Committee pursuant to Section 4 hereof.

### Section 4. Settlement Actions Reserved to the Board

The following proposals for settlement of claims or litigation or for separation agreements shall be submitted to the Executive Committee and the Finance Committee for prior approval:

- a) To the Executive Committee and the Finance Committee, when the consideration to be paid or to be received by the Board has a value greater than \$25,000 and up to \$1,000,000.
- b) To the full Board, when the consideration to be paid or to be received by the Board has a value in excess of \$1,000,000.
- c) To the full Board, settlements or separation agreements of any amount involving significant questions of Board policy.

All settlement and separation agreement proposals which require approval by either the Executive Committee, the Finance Committee, or the full Board, shall be accompanied by the recommendation of the Litigation Counsel and Administration and a statement of the applicable fund source.

With regard to faculty members with tenure or security of employment, in the event that a faculty member's resignation and severance compensation is deemed by the Superintendent to be in the best interests of the Board, any resulting separation or settlement agreement shall be subject to this policy.

### JGCE: CHILD ABUSE

The St. John the Baptist Parish School Board shall endeavor to ensure that all instances of child abuse and/or neglect are reported in accordance with appropriate state and local laws and regulations. Therefore, the School Board directs that all school personnel be informed of their responsibilities under law as mandatory reporters when performing their occupational duties.

#### DEFINITIONS

*Abuse* means any one of the following acts which seriously endanger the physical, mental, or emotional health and safety of the child:

1. 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.
2. The exploitation or overwork of a child by a parent or any other person, including but not limited to commercial sexual exploitation of the child.
3. The involvement of the child in any sexual act with a parent or any other person, or the aiding or toleration by the parent, caretaker or any other person of the child's involvement in (i) any sexual act with any other person; (ii) pornographic displays; (iii) any sexual activity constituting a crime under Louisiana law and (iv) a coerced abortion conducted upon a child.

*Caretaker* means any person legally obligated to provide or secure adequate care for a child, including a parent, tutor, guardian, legal custodian, foster home parent, an employee of a public or private day care center, an operator or employee of a registered family child day care home, or other person providing a residence for the child.

*Child*, for purposes of this policy, means a person under eighteen (18) years of age, who prior to juvenile proceedings, has not been judicially emancipated or emancipated by marriage.

*A mandatory reporter* means any person who provides or assists in the teaching, training, and supervision of a child, including any public or private teacher, teacher's aide, instructional aide, school principal, school staff member, bus driver, coach, professor, technical or vocational instructor, technical or vocational school staff member, college or university administrator, college or university staff member, social worker, probation officer, foster home parent, group home or other child care institutional staff member, personnel of residential home facilities, a licensed or unlicensed day care provider, any individual who provides such services to a child in a voluntary or professional capacity or any person considered to be a teaching or child care provider performing their occupational duties.

*Neglect* means the refusal or unreasonable 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 and safety is substantially threatened or impaired. Neglect includes prenatal neglect. In accordance with statutory provisions, 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.

#### PROCEDURE FOR REPORTING CHILD ABUSE OR NEGLECT

Any *mandatory reporter*, notwithstanding any claim of privileged communication, who has cause to believe that a child's physical or mental health or welfare is endangered as a result of abuse or neglect or that abuse or neglect was a contributing factor in a child's death, in accordance with statutory provisions, shall report immediately suspected abuse/neglect in accordance with the following guidelines:

1. Reports in which the abuse or neglect is believed to be perpetrated by a parent or caretaker, a person who maintains an interpersonal dating or engagement relationship with the parent or caretaker or a person living in the same residence with the parent or caretaker as a spouse whether married or not, the mandatory reporter shall make the report to the Department of Children and Family Services through the designated state child protection reporting hotline telephone number.
2. Reports in which the abuse or neglect is believed to be perpetrated by someone other than a caretaker, a person who maintains an interpersonal dating or engagement relationship with the parent or caretaker, or a person living in the same residence with the parent or caretaker as a spouse whether married or not, and the caretaker is not believed to have any responsibility for the abuse or neglect shall be made immediately to a local or state law enforcement agency.
3. A mandatory reporter may submit a report to both agencies.

#### REPORTING PROCEDURE AND REPORTING FORM

If the initial report was in oral form, it shall be followed by a written report on the approved form, which written report shall be delivered within five (5) days to the local child protection agency or the local law enforcement agency to whom the initial report was made.

2. The reporter may, but is not required, to use the form approved by the Louisiana Department of Children and Family Services.

3. Regardless of the form use, the report must contain the following information if known by the reporter:

- A. The name, address, age, sex, and race of the child.
- B. The nature, extent, and cause of the child's injuries or endangered condition, including any previous known or suspected abuse to this child or the child's siblings.
- C. The name and address of the child's parent(s) or other caretaker.

- D. The names and all the ages of all other members of the child's household.
- E. The name and address of the reporter.
- F. An account of how this child came to the reporter's attention.
- G. Any explanation of the cause of the child's injury or condition offered by the child, the caretaker, or any other person.
- H. The number of times the reporter has filed a report on the child or the child's siblings.
- I. Any other information which the reporter believes might be important or relevant.

- 4. The report shall also name the person or persons who are thought to have caused or contributed to the child's condition, if known, and the report shall contain the name of such person if he/she is named by the child.
- 5. The reporter shall also immediately notify the principal or his/her designee of the school attended by the child of the fact that a report had been filed and the agency(ies) to which it was reported.

#### INVESTIGATION OF REPORTS

Admission of the investigator on school premises or access to the child in school shall not be denied by school officials.

#### ALLEGATION AGAINST SCHOOL EMPLOYEES OR VOLUNTEERS

When an employee is accused of the use of impermissible corporal punishment or moral offenses involving students, the principal shall initiate an investigation (see procedures under policy *GAMC, Employee Investigations*). If the offender is a central office employee, or principal, the immediate supervisor will initiate an investigation.

Upon any school employee receiving a report of, or information about, child abuse, against another school employee or volunteer, and the employee receiving said information has cause to believe the truthfulness thereof, the reporting procedure as outlined in this policy shall be followed, depending upon whether the employee or volunteer is considered a caretaker or someone other than a caretaker.

The school employee shall also, as soon as reasonably possible, notify the appropriate immediate supervisor of the accused individual, and that supervisor in turn will as soon as reasonably possible, notify the Superintendent or his designee. The Superintendent and the School Board's attorney will determine what appropriate action the school system may take over and above the investigation being conducted by the appropriate state agency. In any incident involving an employee or volunteer which is reported to the Superintendent or designee, the person shall be removed from all activities involving direct contact with students until the matter is resolved.

#### ALLEGATIONS OF SEXUAL OFFENSES

The Superintendent or his/her designee shall be required to notify the local law enforcement agency of any allegation made by a student of the commission of a sex offense as defined by La. Rev. Stat. Ann. §15:541. Such notification shall be made by the Superintendent or his/her designee within twenty-four (24) hours of the time the student notified the Superintendent or other appropriate personnel. Any school employee who receives information from a student concerning the possible commission of a sexual offense shall immediately comply with the reporting procedure outlined in this policy and inform the Superintendent or his designee.

#### CONFIDENTIALITY

The circumstances and information of the initial report, the fact that a report was made to an agency, and the written report shall be held in confidence and shall not be disseminated to third parties other than those persons or agencies designated by this policy or required by state law. Any written report or other written information regarding the report shall be kept in a confidential file separate from the child's routine school records and accessible only by the principal/designee/supervisory employee or by court order.

#### INSERVICE TRAINING

At the beginning of each school year, each principal shall provide mandated inservice training for mandatory reporters and other school personnel and volunteers on how to recognize and report suspected child abuse or child neglect. Each employee and volunteer shall sign a form indicating he/she has received and understands the guidelines for reporting child abuse/neglect.

#### IMMUNITY FROM LIABILITY

Any person who in good faith makes a report, cooperates in any investigation arising as a result of such report, or participates in judicial proceedings authorized under the Louisiana Children's Code shall have immunity from civil or criminal liability that otherwise might be incurred or imposed. This immunity, however, does not extend to (1) a person who participates in or conspires with a participant or an accessory to an offense involving the abuse or neglect of a child; (2) any person who makes a report known to be false or with reckless disregard for the truth of the report.

#### DFN: SALE OF BUILDINGS AND LAND

Whenever the St. John the Baptist Parish School Board determines that any school lands or other immovable property under its control are no longer needed for school purposes and that the best interest of the School Board would be served by the sale of such lands, the School Board shall have authority to dispose of such lands at public auction, under sealed bids, or by a licensed real estate broker.

The School Board may obtain appraisals from up to three (3) Louisiana state-licensed commercial real estate appraisers to ascertain the current value of the property.

The appraisals shall be obtained within six (6) months prior to conducting the sale of the property.

#### PROCEDURES

Real estate that has been declared as no longer needed for public school purposes shall be disposed of as outlined below:

1. Sale Utilizing Public Auction or Sealed Bids
  - A. At least one (1) real estate appraisal shall be obtained reflecting the fair market value.
  - B. Local governmental authorities shall be notified that such property is no longer needed for school purposes and invited to submit a proposal if there is a need for such property.
  - C. Advertisement for sealed bids shall be published in the School Board's official journal on at least three (3) separate days for at least thirty (30) days prior to the date the land is to be offered for sale, or as otherwise provided for in state law.
  - D. Upon receipt and opening of bids at the time designated, all bids shall be considered by the School Board and the property sold to the highest bidder in accordance with such terms and conditions as the School Board shall determine. The School Board shall reserve the right to reject any and all bids.
    - 1) The first time the School Board offers a particular property for sale, the minimum bid shall be eighty-five percent (85%) of the appraised value of the property.
    - 2) If the School Board fails to sell the property because the maximum bid received was not equal to or greater than the minimum bid in item D 1) above, the School Board may make a second effort to sell the property. The minimum bid for a second effort to sell the same property shall be eighty percent (80%) of the appraised value.

- 3) If the School Board has twice failed to sell property because the maximum bid received was not equal to or greater than the minimum bid provided above, there shall be no minimum bid at the third effort to sell the property, and the School Board may sell the property to the highest bidder.
2. Sale of School Board Property Utilizing Real Estate Broker
- A. In lieu of public auction or sealed bids, and when it is in the best interest of the School Board, the School Board may contract for the services of a licensed real estate broker to conduct the sale of the property. The licensed commercial real estate broker shall be selected utilizing a request for quotes/qualifications process based on the following minimum qualifications:
- Licensed within the State of Louisiana;
  - Ability to provide substantial real estate-related analytical data and financial information; and
  - Well-established local and regional business relationships and partnerships to promote effective business solutions.
- B. The term of the contract shall not exceed six (6) months. A minimum sale price and a time period within which the sale is to occur shall be specified by the School Board as conditions of the contract. Payment to the real estate broker for conducting the sale shall not exceed five percent (5%) of the sale price and shall be contingent upon completion of the sale in accordance with the terms and conditions of the contract. The School Board shall have the right to cancel the contract at any time for any reason prior to the sale and conduct the sale as otherwise provided by law.
- C. No member or immediate family, as defined in La. Rev. Stat. Ann. §42:1102, of the School Board or legislature shall perform the services of appraiser or real estate broker authorized by this Section.

The deed evidencing act of sale executed by the President of the School Board shall be full and complete evidence of the sale, shall convey a good and valid title to the property sold, and shall have the force and effect of a notarial act.

#### SIXTEENTH SECTION LANDS

The St. John the Baptist Parish School Board shall conduct all elections to authorize the sale of sixteenth section land and the funds realized from the sale of such land, after deduction for necessary expenses connected with such elections, shall be promptly forwarded to the state auditor. These funds shall be credited to the general school funds of the School Board.

New policy: November, 2017

Ref: La. Rev. Stat. Ann. "17:87, 17:87.6, 41:640, 41:891, 41:892.

#### **ECA: AUTHORIZED USE OF EQUIPMENT**

##### SHARING OF EQUIPMENT BETWEEN PUBLIC ENTITIES

Notwithstanding any other provisions of law to the contrary, the School Board may share equipment with another public entity without having to expend funds for such use, provided that both entities have executed a *cooperative endeavor agreement* for the use of the equipment.

The cooperative endeavor agreement shall set forth in reasonable detail the obligations of the parties and shall:

1. Identify the equipment that will be shared.
2. Explain the use of the equipment and the approximate length of time for use of the equipment by the requesting public entity.
3. Address the responsibility for repairing or replacing the equipment when the equipment becomes inoperable for its intended use due to a mechanical or other breakdown while in the possession of the requesting public entity.
4. Include a hold harmless provision releasing the lending public entity from expenses, damages, or losses arising from the use of the equipment.

When an emergency situation is declared and public entities need to share equipment, the provisions above requiring a cooperative agreement shall not be required, provided the public entities share the equipment in good faith relative to the emergency situation.

##### PERSONAL USE OF SCHOOL EQUIPMENT

It is the policy of the St. John the Baptist Parish School Board that no School Board equipment shall be removed or taken home for personal use. Any employee who has a need to take equipment home or to another site for school-related purposes shall obtain written permission from his/her principal, supervisor, or Superintendent. A copy of the approval shall be maintained on file in the appropriate office for three (3) years. Equipment used in this manner shall be returned to its assigned work location immediately upon completion of usage and the date of return shall be noted on the approval form.

##### LOANING OF SCHOOL EQUIPMENT

Principals may approve the loaning of items such as tables, chairs, and non-depreciating items to outside school organizations or groups that may be sponsoring a school-related activity on or away from the school campus.

The proper form shall be completed and kept at the school site specifying: item(s) borrowed, date item(s) borrowed, number of each item borrowed, signature of person receiving item(s), date item(s) returned, and signature of person verifying item(s) returned.

##### TRANSFER OF SCHOOL PROPERTY

When an employee leaves a work site, either through transfer, resignation, or retirement, only personal property items belonging to the employee may be taken from his/her work site. Materials and equipment purchased with School Board or school funds shall remain at the site for which they were purchased.

In the case of items of technology, the building administrator shall inquire to the School Board's Technology Department to determine transfer eligibility for these items. The nature of funding source along with the scope of the project used to obtain this equipment shall determine whether or not certain items may be transferred to another School Board site along with the employee.

In any case, the employee must seek the permission of the building administrator before removing any materials from the site. As usual, should any item be transferred to any other site, the proper disposition sheet(s) shall be completed and forwarded to the inventory specialist for accountability.

Additionally, equipment and/or supplies purchased or fabricated and donated by auxiliary and/or support organizations become the property of the St. John the Baptist Parish School Board and are therefore governed by this policy.

New policy: November, 2017

Ref: La. Rev. Stat. Ann. §§17:81, 33:4712.17.

### **GBC: RECRUITMENT**

The St. John the Baptist Parish School Board shall make a concerted effort to recruit the best qualified applicants available. 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.

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

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.
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.

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 Superintendent, or principal, with the approval of the Superintendent, may employ any applicant on a conditional basis pending a 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 Superintendent shall not hire any applicant who does not sign the [release of information statement](#) as required by law.

Any information obtained by the School Board as a result of the [signed release](#) statement and request outlined above shall be used by the Superintendent *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.

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 School 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~~ [operator](#) or substitute bus ~~driver~~ [operator](#).

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

The St. John the Baptist 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~~ [operator](#), substitute bus ~~driver~~ [operator](#), 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 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: November, 2006

Approved: October 15, 2009

Revised: October 18, 2012

Revised: November, 2017

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, 10-15-09, 10-18-12.

#### **GBRIB: SICK LEAVE**

The St. John the Baptist Parish School Board shall grant all employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness or other emergencies without loss of pay.

Sick leave, when not used, shall be allowed to accumulate to the credit of the employee without limitation. However, upon initial employment, a *teacher* employed by the School Board shall not be allowed any sick leave until he reports for duty and actually performs work.

The minimum of ten (10) days of sick leave for an employee shall be based on the employee beginning work at the beginning of the school year. In the case of an employee beginning work in the first month of the school year, *ten days* sick leave shall be allowed. If an employee begins work in the second month of the school year, *nine days* of sick leave shall be allowed, and the number of days of sick leave shall continue to be prorated for an employee who begins work until the eighth month of the school year, when only *three days* of sick leave shall be allowed. The Superintendent and/or his/her designee shall be responsible for developing and maintaining pertinent regulations and procedures governing sick leave.

#### TERMINOLOGY

Statutes governing sick leave for School Board personnel include differing provisions for different categories of employees. For purposes of this policy, the following terminology shall apply:

- [A teacher shall mean any employee who holds a valid teaching certificate or whose employment requires the holding of a teaching certificate, or any social worker, guidance counselor, or school psychologist who holds, as applicable, a valid professional ancillary certificate.](#)
- [A bus operator shall mean any employee who is employed as a school bus operator.](#)
- [A school employee shall mean an employee who is not a teacher or a school bus operator.](#)
- [The use of the term employee shall include all three \(3\) categories of personnel.](#)

#### CERTIFICATION OF ABSENCE

An employee who is absent for six (6) or more consecutive days shall be required to present a certificate from a physician certifying such absence upon return to work. In the case of repeated absences of less than six (6) days because of illness, the School Board reserves the right to require verification of illness. Should a pattern of behavior so warrant, upon the request of the Superintendent or School Board, the employee shall be required, at the expense of the School Board, to provide a certificate from a physician specified by the Superintendent or School Board, in order to verify the existence of ~~a medical disability~~ an illness, injury, or medical emergency.

Excuses for employee absences due to illness or injury must be provided on physician's letterhead containing the physician's name, address, and telephone number, typed, printed, or as part of the letterhead. The physician's typed or neatly printed name shall also appear beneath his/her signature. The letter must clearly state the reason for the ~~disability-illness or injury~~, date of the ~~disability-illness or injury~~, and the anticipated return-to-work date.

If an employee is absent from duty under circumstances in which he/she is not entitled to any kind of leave, such employee shall be considered to be in violation of his/her contract, and is not entitled to be paid for the days of unauthorized absence and non-performance of duties.

#### SICK LEAVE FOR EMERGENCIES

Emergencies for sick leave and extended sick leave shall be only for medical emergencies for dependents of the employee substantiated by a certificate from a physician certifying such medical emergency. Dependents shall be limited to those individuals defined and claimed on Federal Income Tax Returns.

#### EXTENDED SICK LEAVE

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

Unused days during any six-year period of employment shall not cumulate or carry forward into the next six-year period of employment. The balance of days of extended sick leave available shall transfer with the employee from one public school employer to another without loss or restoration of days.

Interruptions of service between periods of employment with a public school employer shall not be included in any calculation of a six-year period, such that any employment with any public school employer, regardless of when it occurs, shall be included in any determination of the balance of days of extended sick leave available to the employee.

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

#### Definitions

*Child* means a biological son or daughter, an adopted son or daughter, a foster son or daughter, a stepson or daughter, or a legal ward of an employee standing in *loco parentis* to that ward who is either under the age of eighteen (18) or who is eighteen (18) years of age but under twenty-four (24) years of age and is a full-time student, or who is nineteen (19) years of age or older and incapable of self-care because of a mental or physical disability.

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

*Infant* means a child under one year of age.

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

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

#### Extended Sick Leave for Maternity Purposes

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

#### Gainful Employment Permitted

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

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

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

#### Application Process

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

On every occasion that a *bus driver operator* or *any other school employee* uses extended sick leave, a statement from a licensed physician certifying that it is a medical necessity for the *bus operator or school employee* to be absent for at least ten (10) consecutive work days shall be presented prior to extended sick leave being taken.

The required physician's statement may be presented along with the request for extended sick leave subsequent to the *teacher's* or *school employee's* return to service. In such a case, the extended sick leave shall be granted for all days for which extended sick leave is requested, provided the request and required documentation is presented within three (3) days after the *teacher* or *school employee* returns to service. However, the School Board or the Superintendent reserves the right to question the validity of the medical certification after the three day period.

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

(Information in green moved below)

- ~~1. Upon review of the application, if the School Board or Superintendent questions the validity or accuracy of the certification, the School Board or Superintendent may require the employee, or the immediate family member, as a condition for continued extended sick leave, to be examined by a licensed physician selected by the School Board or Superintendent. In such case, the School Board shall pay all costs of the examination and any tests determined to be necessary. If the physician finds medical necessity, the leave shall be granted.~~
- ~~2. If the selected physician disagrees with the original medical certification from the physician selected by the employee, then the School Board or Superintendent may require the employee, or immediate family member, as a condition for continued extension of sick leave, to be examined by a third licensed physician, whose name appears next in the rotation of physicians on a list established by the local medical society and maintained by the School Board or Superintendent. All costs of an examination and any required tests by a third doctor shall be paid by the School Board. The final determination of medical necessity shall be based on the opinion of the third physician.~~
- ~~3. The opinion of all physicians consulted in determining medical necessity of the extended sick leave shall be submitted to the School Board or Superintendent in the form of a sworn statement. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.~~

#### SICK LEAVE FOR ASSAULT OR BATTERY

Any employee of the public schools who is ~~injured and~~ disabled while acting in his/her official capacity as a result of an assault or battery by any student or person shall receive sick leave without reduction in pay, and without reduction in accrued sick leave days while disabled as a result of such assault and battery. ~~The employee~~ A teacher shall be required to provide a certificate from a physician certifying ~~such injury and incapacitation~~ the disability. A bus operator or school employee shall be required to present certification of the disability from a physician if the bus operator or school employee is absent for six (6) or more consecutive days as a result of the disability.

Disability, for purposes of this policy, shall mean the inability to perform the essential functions of the job.

The sick leave authorized shall be in addition to all other sick leave authorized herein, shall not be accumulated from year to year, nor shall such additional sick leave be compensated for at death or retirement, or compensated for in any manner except as set forth above.

The School Board shall not reduce the pay or accrued sick leave of any employee who is absent from his/her duties to seek medical attention or treatment as a result of an injury from assault or battery.

If the employee's physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the employee's leave shall be granted or continued as provided by statute.

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

#### SICK LEAVE FOR PHYSICAL CONTACT WITH A STUDENT

Any *teacher* who is ~~injured or~~ disabled while acting in his/her official capacity as a result of physical contact with a student while providing physical assistance to a student to prevent danger or risk of injury to the student, shall receive sick leave for a period of up to one (1) calendar year without reduction in pay and without reduction in accrued sick leave days while ~~injured or~~ disabled as a result of rendering such assistance. Any *school employee*, but not a *bus operator*, ~~injured or~~ disabled in a similar manner shall receive up to ninety (90) days of such sick leave. The *teacher* or school employee shall be required to present a certificate from a physician certifying ~~such injury or~~ the disability. The School Board may extend the period of sick leave beyond the allowable period at its discretion.

~~If the School Board questions the validity or accuracy of the physician's certification submitted by a teacher, the School Board may require the teacher to be examined by a licensed physician selected by the School Board. Any further review of medical certification shall proceed in the same manner as requests for extended sick leave, which is outlined under Application Process above. The School Board shall pay all costs of any examinations and tests determined to be necessary.~~

The School Board shall not reduce the pay or accrued sick leave of any teacher or school employee who is absent from his/her duties to seek medical attention or treatment as a result of an injury from physical contact with a student.

If the teacher's or school employee's physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the teacher's or school employee's leave shall be granted or continued as provided by statute.

#### VALIDITY OF PHYSICIAN'S CERTIFICATION

If at any time during the period of certified disability the School Board questions the validity or accuracy of the physician's certification for any type of sick leave request made by a teacher, or for extended leave or leave requested as a result of physical assault or battery made by a bus operator or school employee, the School Board may require the employee to be examined by a licensed physician selected by the School Board.

Any further review of medical certification shall proceed as follows:

(Information in green moved from above)

1. Upon review of the application physician's certification submitted, if the School Board or Superintendent questions the validity or accuracy of the certification, the School Board or Superintendent may require the employee, or the immediate family member, as a condition for ~~continued extended~~ taking the applicable sick leave, to be examined by a licensed physician selected by the School Board or Superintendent. ~~In such case, the School Board shall pay all costs of the examination and any tests determined to be necessary.~~ If the physician finds medical necessity or certifies the disability, the leave shall be granted.
2. If the selected physician disagrees with the original medical certification from the physician selected by the employee, then the School Board or Superintendent may require the employee, or immediate family member, as a condition for ~~continued extension of~~ taking the applicable sick leave, to be examined by a *third* licensed physician, whose name appears next in the rotation of physicians on a list established by the local medical society and maintained by the School Board or Superintendent. ~~All costs of an examination and any required tests by a third doctor shall be paid by the School Board.~~ The final determination of medical necessity or certification of a disability shall be based on the opinion of the third physician.
3. In the determination of the validity of a physician's certification, the opinion of *all* physicians consulted ~~in determining medical necessity of the extended sick leave~~ shall be submitted to the School Board or Superintendent in the form of a **sworn statement**. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.

The School Board shall pay all costs of any examinations and tests determined to be necessary.

#### SICK LEAVE/WORKERS' COMPENSATION

Should any *teacher* become injured or disabled while acting in his/her official capacity, other than by assault, the *teacher* shall be entitled to appropriate worker's compensation benefits and/or sick leave benefits, at the *teacher's* option, for the period of time while injured or disabled. Any benefits received, however, shall not exceed the total amount of the regular salary the *teacher* was receiving at the time of injury or disability. The *teacher* shall be required to present a certificate from a physician certifying such injury or incapacitation.

#### VESTING OF SICK LEAVE

All sick leave accumulated by a *teacher* or *school employee*, but *not* a *bus operator*, shall be vested in the *teacher* or *school employee* by whom such leave has been accumulated. In the event of the transfer of a *teacher* or *school employee* from one school system to another in Louisiana, or upon the return of such *teacher* or *school employee* to the same school system within five (5) years or such longer period that may be approved by the School Board to which the *teacher* or *school employee* returned, regardless of the dates on which the leave was accumulated or the date of transfer or return of the *teacher* or *school employee*, such vested leave which remains unused or for which the teacher or school employee has not been compensated directly or transferred such days for retirement credit, shall be transferred, returned to, or continued by the School Board and shall be retained to the credit of *teacher* or *school employee*.

#### PAYMENT UPON RETIREMENT OR DEATH

Upon the retirement of any employee, or upon the employee entering DROP, or upon the employee's death prior to retirement, the School Board shall pay the employee or his/her heirs or assigns, for any unused sick leave, not to exceed twenty-five (25) days. Such pay shall be at the daily rate of pay paid to the employee at the time of his/her retirement or death.

#### DEFERRED RETIREMENT OPTION PROGRAM (DROP)

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

Revised: September, 1985  
Revised: July, 1988  
Revised: December, 1991  
Revised: May, 1992  
Revised: July, 1992  
Revised: December, 1992  
Revised: December, 1995  
Revised: August, 1999  
Revised: August, 2001

Revised: September, 2001  
Revised: September, 2004  
Revised: November 6, 2008  
Revised: October 18, 2012  
Revised: September 4, 2014  
Revised: April 6, 2017  
Revised: November, 2017

Ref: La. Rev. Stat. Ann. "14:125, 17:425, 17:425.1, 17:500, 17:500.1, 17:500.2, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1, 17:1206.2; Board minutes, 4-2-88, 2-6-92, 5-14-92, 11-6-08, 10-18-12, 9-4-14, 4-6-17.

**DFAA: INDUSTRIAL TAX EXEMPTIONS**

The St. John the Baptist Parish School Board derives revenue from ad valorem taxation that provides for educational needs of students served by the School Board. The School Board has authority to consider for approval applications submitted to it by corporations/businesses requesting exemption from all or part of any local ad valorem tax.

Before any exemption shall be considered by the School Board, the School Board shall establish minimum standards and criteria under which exemptions may be considered and/or granted, including, but not limited to, incentives for job creation or retention of existing jobs. In addition, the School Board reserves the right to examine each application and stipulate other more specific criteria when deemed desirable on a case-by-case basis.

Once an application has been received, evaluated, and minimum criteria established, the School Board may adopt a resolution stipulating the conditions under which the exemptions are approved. If adopted, the resolution shall be forwarded to the Governor and the Louisiana State Board of Commerce and Industry.

New policy: February, 2018

Ref: Constitution of Louisiana, Art. VII, Sec. 21(F); Governor’s Executive Order JBE-2016-73.

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**ITEM 9d. Mr. Felix Boughton – Introduction to: Industrial Tax Exemption Program Resolution; and Policy on Procuring Professional Services**

These items for introduction only.

**ITEM 9e.** Addressed in the beginning of the meeting.

**ITEM 10. ADMINISTRATIVE MATTERS**

**ITEM 11. BOARD ITEMS OF INTEREST**

Mr. Wise asked the Boy Scouts, Troop 406 who were present, to introduced themselves to the Board.

Mr. Jones thanked Mr. Beber for the use of his beautiful school.

**ITEM 12. ADJOURNMENT** - The agenda having been completed, and there being no further business, there was a

MOTION BY: Keller

SECOND BY: Jones

MOTION: Motion for adjournment.

There were no objections.

The meeting adjourned at 7:13 p.m.

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Kevin R. George, Secretary

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Albert A. Burl, III, President