

CONTRACTS AND COMPENSATION

CONTRACTS

Certified Personnel

The Evangeline Parish School Board and its professional employees, with approval by the Board, shall enter into contracts of employment for a specified period of time and compensation, with exceptions as determined by the Board. Unless otherwise stipulated at the discretion of the Board, all employees shall meet all stated position qualifications and/or certification requirements before any contract shall become valid. Renewal or issuance, when possible, of contracts of employment, as well as dismissal or nonrenewal of contract notices, with the exception of performance contracts, shall be issued on or before the last day of each school year, whenever possible.

The execution of an employee contract by the Board and employee shall be legally binding upon both parties. Regular permanent teachers who have gained tenure may not be required to sign a written contract each scholastic year, but may be required to sign such employment contracts at intervals determined by the Board. Until signing a subsequent contract, a permanent teacher shall be considered to be on continuing employment status until such time as he or she resigns his/her position or is terminated in accordance with statutory provisions, or is laid off through the reduction of personnel policies and procedures of the School Board. The failure of a non-tenured teacher to sign a contract for the ensuing school session within the specified time, when required, shall be considered as voluntary termination of employment on the part of the teacher, unless under extenuating circumstances, an extension is granted by the Superintendent. Any subsequent resignation or termination of said contract for reasons other than extreme emergencies, as determined by the Board, shall constitute a breach of contract against which legal action may be taken by the Board and the employee dealt with accordingly. The Board shall empower the Superintendent to receive, finalize, and accept all resignations of school employees. However, the Superintendent at the next available meeting shall report said resignations to the Board.

The Superintendent shall sign each teacher contract.

Performance Contracts

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

Termination or non-renewal of any performance contract shall be governed by the

terms of the contract and applicable law.

Contracted Employees

Contracted administrative personnel employed from funding sources other than with *Minimum Foundation Program* funds shall have a clause included into their performance contract which stipulates that when funding source(s) ceases to exist, the position ceases to exist. Hence, that administrator shall no longer be employed in that capacity.

Non-Certified Personnel

Unless specifically covered by a written employment contract expressly entered into by the individual employee and the Evangeline Parish School Board, non-certified staff personnel, excluding bus drivers, shall be hired on an *at-will employment basis*. Bus drivers shall be required to sign employment contracts.

COMPENSATION

Salary Schedules

The salaries of all personnel shall be established by the School Board upon a recommendation of the Superintendent. The salaries of all personnel are generally based upon an established salary schedule; provided, however, that salaries may be stated in and controlled by an employment contract. Creditable service for salary determination purposes shall be all service for which employees are eligible to receive credit in accordance with statutory provisions. Salary schedules shall be adopted by the Board, upon the recommendation of the Superintendent, and may be changed at the discretion of the Board from year to year to make salary adjustments as a result of the changing revenue and state laws.

The amount of the annual salary paid to any *teacher* in any school year shall not be reduced below the amount of such salary paid during the previous school year, nor shall the amount of the annual salary paid to any *teacher* be reduced at any time during an academic year. The limitations on the reduction in the amount of the annual salary paid to any teacher shall not be applicable to the correction of any accounting errors or to a reduction necessitated by the elimination of a state program or state funding. Any salary reduction shall not apply to any local salary supplement funded, in whole or in part, from a revenue source requiring voter approval, when such voter approval has not been obtained.

Ordinarily, no teacher shall be placed on the payroll of the school district unless the teacher holds a valid certificate as required by law, and a copy of the teacher's contract has been filed with the Department of Personnel. Exceptions shall be made only when teachers with valid certification are not available for employment, subject to Board

approval.

Salary Supplements

The Board, at its discretion, may allow salary supplements to certain instructional personnel who assume special or supplemental duties. Such supplements shall be reviewed and adopted upon the recommendation of the Superintendent.

Should an employee be granted additional or supplemental compensation for additional or supplemental duties not normally within the scope of the employee's job duties or for extension of the number of months in the employee's standard contract or job description, such supplemental agreements shall be reduced to writing and agreed by the employee and the Superintendent and approved by the Board. Such additional or supplemental compensation shall not be considered as part of the employee's salary.

Experience Credit

A year of teaching experience is defined as each scholastic year of employment as a certified teacher in public schools within any of the fifty states of the United States of America, or within any of its territorial possessions; or as a teacher in a private or parochial school, as an employee in a state department of education, or as an instructor in an institution of higher learning. All such experience must have been as a teacher in an institution or school accredited by one of the recognized regional accrediting agencies in the United States of America (e.g., SACS). Experience outside the United States of America, its territories or possessions must be in an institution or school accredited by an accrediting agency recognized by the United States of America.

Any teacher holding a valid Louisiana teaching certificate in the public school system of Louisiana who has transferred to Louisiana from a public school system of another state and who, at the time of such transfer, held a valid teacher's certificate from that state, shall be given full credit under the state minimum salary schedule for the years of satisfactory teaching service previously rendered in the public school system of that state. Credit for previous teaching experience shall also be granted to anyone employed by the Board who holds a valid Louisiana teaching certificate and is employed or has been employed by another public school system in the state.

Military Service Credit on Salary Schedule

A maximum of four (4) years may be applied to the teacher's salary schedule for military service. A copy of *DD Form 214* must be presented to the Evangeline Parish School Board personnel department in order to receive credit.

Qualifications:

1. Active duty service with any branch of the military in excess of 181 days.

Weekend meetings and summer camp with the Reserves shall not count in the 181 days.

2. Retired military personnel receiving monthly benefits shall not be eligible.

Responsibility for informing the personnel department shall rest solely with the applicant. Late submissions shall become effective the day *DD Form 214* is received in the personnel department.

Advanced Degree

When a teacher earns additional college credit, is awarded an advanced degree, or receives additional training that would result in an increase in salary, said teacher shall be paid according to the salary schedule for the advanced degree or training beginning with the next school semester after all necessary documentation has been received from the Louisiana Department of Education. It shall be the responsibility of the employee to assure proper notification is given to the Superintendent or his/her designee.

Retirees

The salary of any retired teacher who is reemployed as a full-time classroom teacher shall be based on the salary schedule which accounts for all prior years of teaching service and pertinent experience. The status of any retired teacher who is reemployed shall be the same as a full-time active employee, subject to all applicable rules, procedures, policies, and statutes that apply to all such full-time active employees.

Sick leave and annual vacation leave shall accrue as any other *newly hired employee* within the employee's classification, if designated. No sick leave or annual leave shall be carried forward at the time of rehire.

School Employees

Compensation for all school employees shall be based on salary schedules or hourly rates established by the Evangeline Parish School Board, with the exception that no employee shall receive less than the minimum established by state or federal law. In determining compensation and compensation plans for school employees, the Board shall take into account the responsibilities of the position, the qualifications needed, past experience of the individual, and years of service to the district. It shall also consider the prevailing pay for similar employment in other school districts of the area.

With limited exception, the School Board shall be prohibited from reducing the hourly wage or annual salary paid to any school employee for any school year below the amount paid the school employee for the previous school year. The Board shall be further prohibited from reducing the hourly wage or annual salary of a school employee

at any time during the academic year. The limitations on the reduction in the amount of the annual salary paid to any school employee shall not be applicable to the correction of any accounting errors or to a reduction necessitated by the elimination of a state program or state funding.

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

Ref: 29 USC 201 (*Fair Labor Standards Act of 1938, as amended*); 29 USC 207 (*Maximum Hours*); 29 USC 213 (*Exemptions*); La. Rev. Stat. Ann. §§11:710, 17:81; 17:83, 17:84, 17:84.1, 17:411, 17:413, 17:419, 17:419.1, 17:419.2, 17:420, 17:421, 17:421.1, 17:421.2, 17:421.3, 17:421.4, 17:421.5, 17:422.6, 17:423, 17:424, 17:424.2, 17:424.3, 17:444, 17:491, 17:492, 17:496, 17:496.1, 17:497, 17:497.1, 17:498; Wright v. Caldwell Parish School Board, 30.448 (La. App. 2 Cir. 6/16/99); Garcia v. San Antonio Metropolitan Transit Authority et al., 105 S. Ct. 1005 (February 1985); Harrah Independent School District v. Martin, 99 S. Ct. 1062 (1979); Board minutes, 7-7-93.