

Teacher Tenure

Philosophy

Tenure is a benefit provided to teachers who are found to be effective at increasing student learning. SSD has a strong interest in hiring and retaining effective teachers, and SSD's teachers will earn and retain tenure in accordance with applicable law, which balances each teacher's interest in continued employment with everyone's interest in ensuring that each student is served by effective teachers.

Definitions

Discipline/disciplinary action includes only suspension without pay, reduction in pay, involuntary demotion, or dismissal. Discipline does not include a transfer, reassignment, reprimand, counseling letter, or other corrective action that does not impact an employee's pay; a reduction in pay to correct overpayment; a reduction in pay that results from removing additional time, duties, or responsibilities; or placement on leave without pay for an unapproved absence or for an absence when sufficient paid leave is not available.

Exigent leave is paid leave that may be used when it is in SSD's best interest to have a teacher away from the workplace during initial investigation and/or the beginning of the disciplinary process.

A teacher is an SSD employee (a) who holds a teacher's certificate and (b) whose legal employment requires such teacher's certificate.

Written notice is considered given when it is hand delivered to the teacher or on the day it is delivered to the teacher by registered mail, certified mail, or commercial courier as defined in R.S. 13:3204(D).

All teachers shall provide SSD with a current phone number, email address, mailing address, and physical address. A teacher who is not at work and is on notice that disciplinary action may be pending is notified, though this policy, that failure to provide current contact information, failure to respond to contact from an SSD representative, or failure to report to work when instructed, may result in the teacher being placed on non-disciplinary leave without pay and/or disciplinary action.

Applicability/Eligibility

A tenured teacher who loses certification also loses tenure. Those teachers may be eligible re-earn tenure if they become certified again.

An employee who has a teacher's certificate but is in a position that does not require a teacher's certificate may not earn tenure in that position.

A tenured teacher who is promoted to a position with a higher salary may not earn tenure in the position with the higher salary, but will retain tenure acquired as a teacher.

A nontenured teacher who is promoted to a position with a higher salary may not earn tenure as a teacher or in the new position.

Teachers who are paid with federal funds are not eligible for tenure, and time spent as a teacher paid with federal funds does not count toward eligibility for tenure.

A substitute teacher is not eligible for tenure, because a teacher's certificate, though preferred, is not required for substitute teachers.

Teachers at the Louisiana Schools for the Deaf and Visually Impaired may attain tenure in the educational program, either the educational program for the hearing impaired or the educational program for the visually impaired, for which they are certified. Teachers at the Louisiana Special Education Center may attain tenure at the Louisiana Special Education Center. Teachers in Special School Programs may attain tenure in Special School Programs.

Tenure

Earning and Retaining Tenure

Teachers who are tenured before September 1, 2012, including those who are tenured in positions with a higher salary than a teacher under prior law, retain tenure, subject to applicable law and this policy.

Beginning July 1, 2012, teachers will attain tenure if they are rated "highly effective" for five years within a six year period, through personnel evaluations as required by law.

A teacher who does not earn tenure within the first six years of employment remains an at-will employee of SSD and retains the ability to earn tenure by achieving a "highly effective" performance rating for five of six consecutive years as long as he remains employed as a teacher.

When a teacher earns tenure, based on consistently "highly effective" performance ratings, the SSD Superintendent will notify the teacher in writing, and will specify the date that tenure is earned, which shall be the first day the teacher would be required to work for the following school year, according to the school calendar.

Losing Tenure

A tenured teacher who receives an "ineffective" rating on the statutory performance evaluation will lose tenure, and all rights related to tenure, immediately upon exhaustion of the performance evaluation grievance procedure, unless the "ineffective" rating is reversed.

Reacquiring Tenure

A teacher who loses tenure based on an “ineffective” performance evaluation rating, loss of certification, or for any other reason, may re-earn tenure the same way any teacher earns tenure—by achieving a “highly effective” performance rating for five of six consecutive years.

Discipline of Nontenured Teachers

The SSD Superintendent may take disciplinary action against any nontenured teacher after providing the teacher with written reasons and giving the teacher seven days to respond. In order to be considered, the teacher’s response must be submitted to the SSD Superintendent in writing, and must be signed by the teacher or an attorney representing the teacher. If the teacher chooses to respond, the response will be included in the teacher’s personnel file.

An “ineffective” rating on the statutory performance evaluation system shall constitute sufficient grounds for disciplinary action against nontenured teachers.

The SSD Superintendent shall give the teacher written notice of the final decision. The teacher may seek summary review of the decision in a district court pursuant to Code of Civil Procedure Article 2592, within sixty days of the notice. The district court’s review shall be limited to determining whether the action was arbitrary or capricious.

Discipline of Tenured Teachers

Notice and Response

A tenured teacher may be disciplined upon written and signed charges by the SSD Superintendent or designee. The charges that support disciplining a tenured teacher are: poor performance, willful neglect of duty, incompetency, dishonesty, or immorality, or being a member of or contributing to any group, organization, movement, or corporation that is by law or injunction prohibited from operating in the state of Louisiana. Immorality means a conviction of a felony offense affecting the public morals enumerated in Part V of Chapter 1 of Title 14 of the Louisiana Revised Statutes of 1950.

The teacher has ten calendar days from written notice of the charges to respond, in person or in writing.

Superintendent’s Decision

After considering the teacher’s response, the SSD Superintendent may take interim disciplinary action, which may include placing the teacher on administrative leave.

Administrative leave with pay shall not exceed fifty days from notice of the SSD Superintendent’s interim decision, even if SSD and the teacher agree to extend other timelines.

A teacher may be placed on administrative leave without pay if the teacher has been arrested for a violation of La. R.S. 14:42-43.5, 80-81.5, any other sexual offense affecting minors, any of the crimes provided in La. R.S. 15:587.1, or any justified complaint of child abuse or neglect on file in the central registry pursuant to Children’s Code Article 615.

The SSD Superintendent’s disciplinary action becomes final if the teacher does not make a timely hearing request.

Disciplinary Hearing

A teacher may request a disciplinary hearing within ten calendar days after the teacher receives written notice of the interim disciplinary action or within ten calendar days after receipt of the teachers' response if no interim disciplinary action is taken.

Upon request for a hearing, the SSD Superintendent shall randomly appoint a disciplinary hearing officer from a list of previously approved hearing officers. A disciplinary hearing officer must be a mediator qualified under La. R.S. 9:4106, an arbitrator approved by the American Arbitration Association or the Federal Mediation and Conciliation Service, an attorney, or a retired member of the judiciary.

The hearing must commence no sooner than ten calendar days and no later than thirty calendar days after receipt of the teacher's request for hearing.

The teacher may determine whether the hearing will be private or public, and the teacher shall have the right to appear before the hearing officer with witnesses on his behalf and with counsel of his selection.

The hearing officer shall have the right to issue subpoenas to compel the attendance of witnesses. An SSD employee who fails to appear in response to a subpoena may face disciplinary action.

The disciplinary hearing officer will be responsible for the conduct of the hearing, including the examination of witnesses and the introduction of evidence, and for the presence of a court reporter and maintenance of the court reporter's record. SSD will provide guidance for the hearing process.

The disciplinary hearing officer shall hold a hearing and review on whether the superintendent's interim decision was arbitrary or capricious and shall either affirm or reverse the superintendent's action. The disciplinary hearing officer shall notify the SSD Superintendent and the teacher of the final determination, with written reasons, within ten days from the date of the hearing. If the SSD Superintendent's action is affirmed, it shall become effective upon the teacher's receipt of the disciplinary hearing officer's decision; if the SSD Superintendent's disciplinary action is reversed, the teacher shall be restored to duty.

Judicial Review

SSD or the teacher may, within sixty days from the postmarked date of the written notification of the decision of the disciplinary hearing officer, petition a court of competent jurisdiction to review the matter as a summary proceeding pursuant to Code of Civil Procedure Article 2592. The court shall determine, based on the record of the hearing, whether the disciplinary hearing officer abused his discretion in deciding whether the SSD Superintendent's action was arbitrary or capricious. If the court reverses the SSD Superintendent's action and orders the teacher reinstated and restored to duty, the teacher shall be entitled to full pay for any loss of time or salary sustained as a result of the SSD Superintendent's action.

Exceptions

The parties may mutually agree to extend timelines, except that administrative leave with pay may not exceed 50 days from notice of the SSD Superintendent's interim decision.