



## POLICY G – PERSONNEL



# MOREHOUSE PARISH SCHOOL BOARD POLICY G

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## EQUAL OPPORTUNITY EMPLOYMENT

It shall be the policy of the Morehouse Parish School Board that all applicants for admission and employment, students, parents, or legal guardians of students, or employees, sources of referral of applicants and employment, and any and all entities having business with the School Board are hereby notified that the School Board does not discriminate on the basis of race, color, national origin, natural, protective, or cultural hairstyle, sex, age, disability, marital status, sexual orientation, religion or veteran status in admission or access to, or treatment or employment in, its programs and activities, including any notices required by Title IX of the Education Amendments of 1972 or Part 106 of Title 34 of the United States Code of Federal Regulations. The School Board pledges to protect qualified applicants and employees with disabilities from discrimination in hiring, promotion, termination, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The School Board shall also provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

The Superintendent and/or his/her designee shall investigate any and all complaints that may be brought against the School Board or any individual school in the school district in regard to any alleged discriminatory action for appropriate treatment by the Superintendent and/or the School Board.

All employees shall be responsible for complying with this policy. Inquiries, concerns, or complaints related to any form of harassment or discrimination should be immediately reported to the immediate supervisor who, in turn, shall report the incident to the Superintendent and/or his/her designee. If the supervisor is the alleged harasser or discriminator, or the employee does not wish to report the matter to his/her supervisor, the employee may submit the complaint directly to the Superintendent or his/her designee for appropriate inquiry including, when appropriate, investigation. Except for complaints of sexual harassment of students, employees, and applicants, the investigation shall proceed in accordance with policy *GAMC, Employee Investigations*. Further, the School Board prohibits retaliation against any individual for making a complaint under this policy or participating in the investigation of any such complaint.

### PERSONS WITH DISABILITIES

In accordance with federal and state statutes addressing nondiscrimination of disabled persons, namely Section 504 of the Vocational Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, the Morehouse Parish School Board attests that no qualified person with a disability shall, solely by reason of a disability, be denied the benefits of, be excluded from participation in, or be otherwise subjected to discrimination under any program or activity; nor shall a qualified person with a disability be subjected to discrimination in employment.

Ref: U.S. Constitution, Amend. XIV, Sec. 1; 20 USC 1681 (*Title IX of the Education Amendments of 1972*); 29 USC 621 et seq. (*Age Discrimination in Employment*); 29 USC 701 et seq. (*Vocational Rehabilitation and Other Rehabilitation Services*); 42 USC 2000d (*1964 Civil Rights Act*); 42 USC 12101 (*Americans with Disabilities Act of 1990*); Constitution of Louisiana, Art. I, Sec. 3, Art. X, Sec. 10; La. Rev. Stat. Ann. §§17:111, 23:301, 23:302, 23:303, 23:311, 23:312, 23:314, 23:322, 23:323, 23:332, 23:334, 23:341, 23:342, 23:352, 23:368; Griggs v. Duke Power Company, 91 S. Ct. 849 (1979); Singleton v. Jackson Municipal Separate School District, 419 F.2d 1211 (5th Cir. 1979).

**MOREHOUSE PARISH SCHOOL BOARD POLICY STATEMENT ON TITLE IX  
OF  
THE EDUCATION AMENDMENTS OF 1972**

Students, their parents, and employees of the Morehouse Parish School Board are hereby notified that this school system does not discriminate on the basis of sex and is required by Title IX of the Education Amendments of 1972 not to discriminate on the basis of sex in its educational activities and employment practices. Any person having inquiries concerning compliance with Title IX by the Morehouse Parish School Board is directed to contact the Superintendent of Schools, Morehouse Parish, at the School Board Office located at 714 South Washington St., Bastrop, Louisiana, Telephone 318-281-5784.

**MOREHOUSE PARISH  
SCHOOL BOARD POLICY STATEMENT ON SECTION 504 OF  
THE REHABILITATION ACT OF 1973**

**PUBLIC NOTICE  
NOTICE TO STUDENTS, PARENTS AND EMPLOYEES OF THE  
MOREHOUSE PARISH SCHOOL BOARD**

The Morehouse Parish School System does not discriminate on the basis of handicap as required by Section 504 of The Rehabilitation Act of 1973 (as amended). The Morehouse Parish School Board is committed to a policy of equal opportunity for all applicants and employees.

This policy applies to recruiting, hiring, job assignment, supervising, training, upgrading, transfers, compensation, promotion, education and recreation, regardless of race, creed, color, national origin, sex, age, or handicap. Any person having inquiries concerning compliance with Section 504 by the Morehouse Parish School Board is directed to contact the Supervisor of Special Education at 714 South Washington Street, Bastrop, La, telephone number 318-283-3417.

## INDIVIDUALS WITH DISABILITIES

The Morehouse Parish School Board believes that no otherwise qualified person shall, on the basis of disability, be subjected to discrimination in employment, promotion, demotion, transfer, or any employment-related function or process under any program or activity of the Morehouse Parish School Board.

The School Board further believes that no student, parent or other citizen with a disability should be denied access to any program or activity where reasonable accommodations may be made without imposing undue financial or administrative burdens or where such modifications would result in a fundamental alteration in the nature of the program or activity.

### REASONABLE ACCOMMODATION

The School Board shall make every effort to provide reasonable accommodations for the known disabilities of its employees and/or applicants. A *reasonable accommodation* is defined as a modification to the job or work environment that will enable a qualified individual with a disability to enjoy equal employment opportunity.

In general, it is the responsibility of the applicant and/or employee with a disability to inform the School Board that an accommodation is necessary. This request need not specifically use the term *reasonable accommodation*, but need only let the School Board know that, because of a medical reason, some adjustment or change is needed in order for the employee to perform his/her job. If an employee requests an accommodation, and the need for such is not obvious, or if the School Board does not believe that the accommodation is needed, the School Board may request that the employee provide documentation from his/her physician regarding the employee's functional limitations in order to support the request. The School Board is not required to provide an accommodation that is primarily for the personal use of the employee. The School Board further is not required to provide an accommodation that would result in an undue hardship on the School Board.

Requests for a reasonable accommodation shall be in writing. It is also permissible for another person, such as a friend, family member, or physician, to request an accommodation on behalf of an employee.

The employee who believes that a reasonable accommodation is necessary should report such to his/her immediate supervisor. The supervisor shall then report the request to the School Board's Personnel Director or his/her designee. The Personnel Director, together with the employee's immediate supervisor, shall meet with the employee to discuss the request and attempt to identify possible accommodations which could be made in order to allow the employee to perform the essential functions of his/her job. The School Board may choose the accommodation that is less costly or that is easier to provide.

The initial meeting with the employee and his/her immediate supervisor shall occur as soon as practical, but in no case longer than fifteen (15) days following receipt of the request. Multiple meetings may be necessary however, before a determination regarding the request can be made.

Following the meeting(s) discussed above, the Personnel Director or designee shall render a written decision regarding the request for accommodation, including whether the request is to be granted and how or, if the request is not to be granted, the reasons why. Such report shall be rendered within a reasonable time following the conclusion of the meeting(s) with the employee and the immediate supervisor, but in no instance shall the report be rendered later than thirty (30) days following the last meeting.

If a decision is made not to grant an accommodation because of an undue hardship, written documentation of the reasons therefore shall be sent to the individual and a copy maintained in the employee's personnel file.

Any employee who is denied a request for accommodation may grieve such determination as provided in policy *GAE, Complaints and Grievances*.

Ref: 29 USC 791 (*Employment of Individuals with Disabilities*); 29 USC 794 (*Nondiscrimination under Federal Grants and Programs*), 42 USC 12101 et seq. (*Equal Opportunity for Individuals with Disabilities*); La. Rev. Stat. Ann. §§23:322, 23:323, 23:324.

## PROFESSIONAL DEVELOPMENT OPPORTUNITIES

The Morehouse Parish School Board recognizes that a program of professional development and education is important for the constant professional growth and improvement of an employee. Therefore, professional personnel shall be encouraged to keep up with new developments and take part in development opportunities in their academic fields and to cultivate an open mind and an experimental attitude toward current educational practices.

The School Board shall direct that a comprehensive system of personnel development be implemented and maintained through the office of the Superintendent. Such opportunities may include the following: visits to other classrooms and other schools, conferences with other personnel from within and outside the school district, membership in committees and organizations relative to the needs of the school system, staff development within the school district, professional sabbatical leaves, and a library for the professional staff.

Ref: La. Rev. Stat. Ann. §§17:24.1, 17:3885; Handbook for School Administrators, Bulletin 741, Louisiana Department of Education.

## NON-TITLE IX COMPLAINTS AND GRIEVANCES

The Morehouse Parish School Board recognizes that a grievance process allows for prompt, fair and orderly resolution of grievances arising out of employment. The person filing the grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her claim with respect to a personal grievance. The primary purpose of this procedure is to secure, at the most immediate level possible, an equitable solution to the claim of the aggrieved employee.

This policy shall not apply to sexual harassment complaints made pursuant to Title IX of the Education Amendments of 1972 (Title IX) and Part 106 of Title 34 of the United States Code of Federal Regulations. Any such Title IX complaints shall be subject to the Grievance Procedure developed and maintained by the Superintendent or his/her designee under the provisions of policy JAAA, *Title IX Sexual Harassment*.

If at any step of the procedure outlined below, the administration fails to comply with the timelines set forth therein, the complaint and/or grievance shall immediately move to the next higher step in the process for review and decision.

Any complaint by a teacher, group of teachers, other school employees or group of employees about or involving the school system shall be reviewed in accordance with the following procedure.

### Level One

After informally and thoroughly discussing any grievance with his/her immediate supervisor, with no satisfactory resolution, the employee may present the grievance in writing to his/her immediate supervisor within five (5) working days from the date of discussion with the immediate supervisor. The written grievance submitted shall state the nature of the grievance and the harm or injury caused that initiated the grievance. The employee and the immediate supervisor shall attempt to resolve the grievance. The immediate supervisor shall make a proper disposition of the grievance and shall reply to the employee within five (5) working days following the date of submission. If the grievance is not submitted within the time prescribed, the employee shall be deemed not to have further right with respect to said grievance.

### Level Two

In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days from the date of receipt of the grievance by the appropriate immediate supervisor or designee, the aggrieved person may, within five (5) days thereafter, appeal to the Superintendent or his/her designee. The appeal shall be in writing and shall set forth the same information called for at Level One, together with a copy of any written decisions rendered at all previous levels. The Superintendent or his/her designee may meet with the party(s) in

interest, but, in any event, he/she shall render a written decision on the grievance within five (5) days from the date of his/her receipt of it.

### Level Three

In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) days from the date of receipt of the grievance by the Superintendent or his/her designee, the aggrieved person may, within five (5) days thereafter, request a full hearing on the grievance before the Superintendent or his/her designee. If the aggrieved person fails to request a hearing within the time limit set out above, the person shall have no further right to proceed through the complaint/grievance process.

The Superintendent or his/her designee shall schedule the full hearing with the aggrieved person within ten (10) days of the request for a hearing. The Superintendent or his/her designee may receive at the hearing written statements of witnesses or other written materials and/or interview witnesses, if relevant to the grievance. The hearing is an informal meeting or hearing controlled by the Superintendent or his/her designee. The purpose of the hearing is to resolve the grievance. The Superintendent or his/her designee shall provide for the recording of the hearing and shall maintain a transcript of the proceedings. Following the hearing, the Superintendent or his/her designee shall make a written recommendation regarding the disposition of the grievance. The written recommendation shall be provided to the employee within ten (10) days following the hearing. The Superintendent's recommendation, together with a copy of the transcript of the hearing, shall be provided to the School Board within ten (10) days of the hearing.

### Level Four

On the basis of the written recommendation and the transcript of the Level Three hearing, the School Board shall dispose of the grievance. There shall be no hearing involving testimony, the receipt of evidence or additional matters before the School Board. An employee or their representative may comment on the School Board's proposed disposition of the grievance. The School Board may vote to affirm, reverse or modify the recommendation. Absent a motion and second to modify or reverse the recommendation, the Superintendent's recommendation shall stand. Notice of the School Board's decision shall be given to the aggrieved person and to the individuals who rendered any previous level decisions. The School Board's action shall be **final**.

### DEFINITIONS

1. A *grievance* is a claim by an employee or group of employees as a result of an alleged violation or misapplication of a contract, School Board policy, administrative regulation or procedures, or state or federal law, or an employee's perception of a wrong against him/her as a result of management's or another employee's decisions or behaviors. The term *grievance* does not include matters for which the method of review is prescribed by law or where the School Board is

without authority to act (e.g., employee lack of certification, terminations, rebuttal to observation, etc.)

2. An *aggrieved person* is the person making the claim.
3. A *respondent* is the person or persons responsible at each level of the procedure for responding to the claim of the aggrieved person.
4. The term *day* shall mean working days.

#### MISCELLANEOUS

1. A grievance shall not be submitted /initiated more than thirty (30) days after the occurrence of the alleged violation or circumstance which caused the original claim.
2. A grievance may be withdrawn at any level without prejudice of record. Additionally, there shall be no retaliation against a person because a grievance has been filed in accordance with the provisions outlined herein.
3. Copies of all written decisions of grievances shall be sent to all parties involved.
4. All documents, communications, or records dealing with a grievance shall be made part of the personnel files of the participants.
5. Appeals of grievance decisions shall be limited to the specific issues raised in the original grievance. The parties in interest will not be allowed to expand the issues during the grievance procedure, except to the extent necessary to respond to administrative decisions made along the way.
6. Failure by the aggrieved person to meet the time lines and requirements of this procedure shall result in dismissal of his/her grievance. Failure by respondent to meet the time lines and requirements of this procedure shall allow the aggrieved person, at his/her option, to proceed to the next level of appeal.
7. If the aggrieved person voluntarily or involuntarily leaves the employment of the School Board during the pendency, at any level, of a complaint or grievance, then such aggrieved person loses the right to continue the complaint process.
8. An action taken against an employee pursuant to policy *GBI, Evaluation, GBK, Employee Discipline, or GBN, Dismissal of Employees*, may not form the basis of a complaint or grievance by that employee under this policy.

#### REPRESENTATION

An *aggrieved person* shall have the right to present his/her own grievance or may

designate a representative to appear with him/her at any level of the above procedure.

The *aggrieved person* who chooses to have representation shall provide advance notice of such in writing to the superior at the respective procedural level at least two (2) days prior to the hearing on the grievance.

Ref: La. Rev. Stat. Ann. §17:100.4; Pickering v. Board of Education, 88 S. Ct. 1731 (1968).

## TITLE VII EMPLOYEE SEXUAL HARASSMENT

All individuals employed by the Morehouse Parish School Board have the right to work in an environment free from all forms of discrimination of any type on the basis of gender including sexual harassment. Likewise, students enrolled in the Morehouse Parish School System have the right to attend school in an environment free from all forms of discrimination. Sexual harassment, whether committed by a School Board member, employee or student is specifically prohibited as unlawful and against the policy of Morehouse Parish Schools.

The Morehouse Parish School Board believes that sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. No employee or student, either male or female, should be subject to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. Unwelcome sexual advances, requests for sexual favors and other inappropriate verbal, written or physical conduct of a sexual nature when made by a school district employee to a student or when made by an employee to another employee or when made by a student to an employee constitutes sexual harassment when:

1. Submission to such conduct is made, explicitly or implicitly, a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting that individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. While a single incident of offensive sexual conduct, remarks or display will generally not create a hostile environment unless it is severe, such behavior is inappropriate and may subject the employee or student to counseling and/or discipline.

Unwelcome sexual advances, request for sexual favors, and other verbal, physical, or inappropriate conduct of a sexual nature constitutes sexual harassment when the conduct explicitly or implicitly affects an individual's employment or the holding of office, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or offensive environment and shall not be tolerated.

Sexual harassment, as defined above, may include but is not limited to the following:

- Verbal or written harassment or abuse;
- Pressure for sexual activity;
- Repeated remarks to a person which contain sexual or demeaning implications;

- Unwelcome touching, close physical proximity or looks;
- Suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's grades, job, promotion, compensation, etc.
- Display or distribution of sexually suggestive or derogatory objects, pictures, magazines, cartoons, posters, drawings, or images;
- Sexually oriented gestures.
- Sexually coercive or oppressive conduct.

### COVERAGE

Sexual harassment committed by Morehouse School Board employees, including elected members of the School Board against other Morehouse School Board employees constitutes misconduct. Sexual harassment committed by students against Morehouse School Board employees constitutes misconduct. The intentional fabrication of a sexual harassment complaint constitutes misconduct.

School administrators, including supervisors, principals, coordinators and facilitators, are responsible for taking appropriate and effective action when they know, or reasonably should have known, that an individual under their supervision is being sexually harassed.

### RESPONSIBILITY

Every School Board Member, Superintendent, administrator, principal, teacher, and employee has the responsibility to report any witnessed or experienced sexual harassment to his/her immediate supervisor or those designated by the Superintendent to receive complaints. If the alleged harasser is the individual's immediate supervisor, the report should be made directly to the personnel supervisor or Superintendent. If the alleged harasser is the Superintendent, the report should be made to any School Board Member. The School Board Member shall report the harassment to the Board President. If the alleged harasser is a School Board Member, the report should be made to the Superintendent. If the claimant and alleged harasser are students, the report should be made to the school principal.

Only those acting on behalf of the School Board to investigate claims of sexual harassment shall directly contact the alleged harasser concerning the claim or complaint. If anyone other than those assigned to investigate sexual harassment complaints receives a claim or complaint, that individual will not report the receipt to the complaint to the alleged harasser but to his or her superior and/or a person so designated by the Superintendent.

### COMPLAINT PROCEDURE

If the introduction of sexual innuendo, sexual jokes, or other activity of a sexual nature into a relationship with a person associated with the School Board or School System is not welcomed, the matter may be handled initially by the claimant telling the offender that

the conduct is unwelcomed. If the claimant does not desire to approach the offender directly, then the claimant should report the matter following the outlined compliant process.

If the person introducing sexual innuendo, sexual jokes, or other activity of a sexual nature does not reasonably accept the notice that the conduct is unwelcomed, the claimant immediately should report both the incident and the lack of response to the claimants notice that the incident is unwelcomed.

If an employee is involved either as a claimant or alleged harasser, it is preferred that the report be made to one of the individuals designated by the Superintendent. School sites, coordinators/facilitators and department heads receiving complaints of sexual harassment involving an employee shall immediately report the complaint to one of the individuals identified to receive the complaints for further action. The claimant should make a written note and keep it for safekeeping as to whom and when the complaint was made.

A complaint involving an employee can be reported through Voice Link by calling the Personnel Office number. These numbers will be published in the Policy Brochure and school handbooks distributed at the beginning of each year to all employees.

The person receiving the complaint shall take all information pertaining to the complaint and contact the claimant within five (5) working days. If the person receiving the complaint attempts to change the claimant's mind about following through with the complaint, these facts should be reported to the Superintendent at 318-281-5784.

If the report of sexual harassment is not acted upon within a reasonable period of time by the person to whom the incident was initially reported, the claimant shall again contact that individual to determine what has transpired since the report. If the claimant is not satisfied with the response, he/she shall report the complaint and the actions of the initial receiver to the Superintendent.

If the alleged harasser accosts or confronts the claimant concerning the fact that a complaint was made, the claimant should report this fact to the person to whom the initial complaint was made. Such action on the part of the alleged harasser shall be considered a violation of this policy. Any employee bringing a sexual harassment complaint or assisting in the investigation of such a complaint will not be adversely affected in terms and conditions of employment nor discriminated against or discharged because of the complaint.

The following persons have been designated by the Superintendent to receive complaints involving sexual harassment of employees:

Personnel Supervisor  
Curriculum Supervisors

Title One Supervisor  
Special Education Supervisor  
Supervisor of Child Welfare and Attendance  
Superintendent of Schools

The report may be verbal or written. It is recommended that the person taking the complaint write it up on Form MP:C1, *Initial Incident Report Form* and submit to the Superintendent to assign an investigator to conduct the investigation.

### INVESTIGATIONS

Persons assigned by the Superintendent to investigate complaints of sexual harassment shall do so expeditiously, thoroughly, and professionally. A copy of the report of findings shall be forwarded to the Superintendent. Persons assigned to handle investigations involving employees shall forward results of the investigations to the Superintendent. The Superintendent shall review the findings of the investigation and render a decision consistent with legal requirements within thirty (30) days of the receipt of the results of the investigation.

### CONFIDENTIALITY

Confidentiality as to the claimant and the nature of the complaint shall be maintained, consistent with the needs of the investigation into the complaint. Information concerning the complaint, the claimant, and the results or progress of the investigation will be on a need-to-know basis, only by those assigned duties to receive complaints, those who investigate them, and those interviewed.

The procedures provided for in the School Board's grievance procedure and other procedures provided for by law shall be complied with according to the status of the claimant and alleged harasser in each individual situation.

### SANCTIONS

Some acts of sexual misconduct are considered criminal and are subject to prosecution. The Morehouse Parish School Board will fully cooperate with law enforcement agencies and the District Attorney in investigating and prosecuting such criminal offenses.

A substantiated charge against an employee in the Morehouse Parish School System, shall subject that employee to disciplinary action which may include verbal warning, letter of reprimand, suspension and/or termination of employment.

Both federal and state law specifically prohibit sexual harassment.

### NOTIFICATION AND TRAINING

Copies of this policy will be circulated to all schools and departments of the Morehouse Parish Public School System; placed on the School Board's website, and printed in teacher handbooks. Training sessions on this policy and the prevention of sexual harassment shall be held in all schools on an annual basis. Training sessions for new non-teaching employees shall be conducted annually. All current employees will be provided a copy of this policy as well as newly hired personnel on an annual basis.

Each public servant and employee shall receive a minimum of one hour of education and training on preventing sexual harassment during each full calendar year of his employment or term of office, as the case may be. Supervisors and any persons designated in this policy to accept or investigate a complaint of sexual harassment shall receive additional education and training in regard thereto. A record shall be kept by the personnel department of compliance with these mandatory training requirements which record of training shall be a public record and available to the public in accordance with the *Public Records Law*.

This policy against sexual harassment and its complaint procedures shall be posted on the website and provided to each employee.

### RETALIATION PROHIBITED

Retaliation against any person who reports alleged sexual harassment or who testifies, assists, or participates in an investigation, proceeding, or hearing relating to a sexual harassment complaint shall be prohibited. Any individual who retaliates against any such person shall be subject to disciplinary action. *Retaliation* includes, but is not limited to, any form of intimidation, reprisal, or harassment at the time of a report or any time after a report.

### NON-HARASSMENT

The School Board recognizes that not every advance or conduct of a sexual nature constitutes harassment. Whether a particular action or incident is a personal, social relationship without a discriminatory employment effect requires a determination based on all the facts and surrounding circumstances. Deliberate false accusations of sexual harassment can have a serious detrimental effect on innocent parties and subject the accuser to disciplinary actions.

### MANDATORY REPORTS

The Superintendent or his written designee shall compile an annual report by February 1<sup>st</sup> of each year containing the information from the previous calendar year regarding the School Board's compliance with the requirements of this policy including the number and percentage of public servants who have completed the training requirements, the number

**FILE: GAEAA**  
**Cf: GAAA, GAE, GAMC**  
**Cf: GBK, JAAA, JCEA**

of sexual harassment complaints that have been received, the number of complaints which resulted in a finding that sexual harassment occurred, the number of complaints in which the finding of sexual harassment resulted in discipline or corrective action, and the amount of time it took to resolve each complaint. These reports shall be public record and available to the public in the manner provided by the Public Records Law.

Ref: 20 USC 1681 (*Title IX of the Education Amendments of 1972*); 42 USC 2000e (*Civil Rights - Definitions*); 29 CFR §1604.11 (*Guidelines on Discrimination Because of Sex-Sexual Harassment*); 34 CFR 100.6 et seq. (*Title VI of the Civil Rights Act of 1964*); La. Rev. Stat. Ann. M14:41, 14:42, 14:42.1, 14:43, 14:81.4, 17:81, 23:301, 23:302, 23:303, 23:332; La. Civil Code, §2315.

## RACIAL DISCRIMINATION AND HARASSMENT

All individuals employed by the Morehouse Parish School Board have the right to work in an environment free from all forms of discrimination or harassment of any type on the basis of race. Likewise, students enrolled in the Morehouse Parish School System have the right to attend school in an environment free from all forms of racial discrimination. Racial discrimination and racial harassment, whether committed by a school board member, employee or student are specifically prohibited as unlawful and against the policy of Morehouse Parish School Board.

- Racial discrimination harassment may include but is not limited to the following:
- Unwelcomed verbal or written harassment or abuse based on race;
- Repeated remarks to a person which contain racial implications;
- Display or distribution of racially derogatory objects, pictures, magazines, cartoons, posters, drawings, or images;
- Racially oriented gestures.

### COVERAGE

Racial discrimination committed by Morehouse Parish School Board employees, including elected members of the School Board against other Morehouse Parish School Board employees or students constitutes misconduct. Racial discrimination or harassment committed by students against other students or Morehouse Parish School Board employees constitutes misconduct. The intentional fabrication of a racial discrimination or harassment complaint constitutes misconduct.

School administrators, including supervisors, principals, coordinators and facilitators, are responsible for taking appropriate and effective action when they know, or reasonably should have known, that an individual under their supervision is being racially harassed or discriminated against.

### RESPONSIBILITY

Every School Board Member, Superintendent, administrator, principal, teacher, and employee has the responsibility to report any witnessed or experienced racial discrimination to his/her immediate supervisor or those designated by the Superintendent to receive complaints. If the alleged harasser is the individual's immediate supervisor, the report should be made directly to the District Civil Rights Officer. If the alleged harasser is the Superintendent, the report should be made to any School Board Member. The School Board Member shall report the harassment to the School Board President. If the

alleged harasser is a School Board Member, the report should be made to the Superintendent. If the claimant and alleged harasser are students, the report should be made to the school principal.

Only those acting on behalf of the School Board to investigate claims of racial discrimination or harassment shall directly contact the alleged harasser concerning the claim or complaint. If anyone other than those assigned to investigate racial discrimination or harassment complaints receives a claim or complaint, that individual will not report the receipt to the complaint to the alleged harasser, but to his or her superior and/or a person so designated by the Superintendent.

### COMPLAINT PROCEDURE

The party offended should report the matter following the outlined complaint process. If an employee is involved either as a claimant or alleged harasser, it is preferred that the report be made to one of the individuals designated by the Superintendent. School sites, coordinators/facilitators and department heads receiving complaints of racial discrimination or harassment involving an employee shall immediately report the complaint to one of the individuals identified to receive the complaints for further action. If the incident involves student to student harassment, the report shall be made to the school principal. The claimant should make a written note and keep it for safekeeping as to whom and when the complaint was made.

Complaints can also be made by calling the District Civil Rights Officer at 318-281-5784. The person receiving the complaint shall take all information pertaining to the complaint and contact the claimant within five (5) working days. If the person receiving the complaint attempts to change the claimant's mind about following through with the complaint, these facts should be reported to the Superintendent at 318-281-5784.

If the report of racial discrimination or harassment is not acted upon within forty-five (45) days by the person to whom the incident was initially reported, the claimant shall again contact that individual to determine what has transpired since the report. If the claimant is not satisfied with the response, he/she shall report the complaint and the actions of the initial receiver to the Superintendent.

If the alleged harasser accosts or confronts the claimant concerning the fact that a complaint was made, the claimant should report this fact to the person to whom the initial complaint was made. Such action on the part of the alleged harasser shall be considered a violation of this policy. Any employee bringing a complaint or assisting in the investigation of such a complaint will not be adversely affected in terms and conditions of employment nor discriminated against or discharged because of the complaint.

The following persons have been designated by the Superintendent to receive complaints involving racial discrimination or harassment:

1. Student to Student Complaints: School Principal or if the alleged harasser is the School Principal, then it should be reported to the District Civil Rights Officer.
2. All other complaints may be received by the District Civil Rights Officer, the Personnel Supervisor, Curriculum Supervisors, Title I Supervisor, Special Education Supervisor, Supervisor of Child Welfare and Attendance and Superintendent.

The report may be verbal or written. It is recommended that the person taking the complaint write it up on a form developed and made available by the Personnel Supervisor and submit it to the Superintendent to assign an investigator or investigators to conduct the investigation.

### INVESTIGATIONS

Persons assigned by the Superintendent to investigate complaints of racial discrimination or harassment shall do so expeditiously, thoroughly, and professionally. School site administrators shall take action in cases of student-to-student discrimination or harassment based on the findings and consistent with the student discipline code. A copy of the report of findings shall be forwarded to the Superintendent. Persons assigned to handle investigations involving employees shall forward results of the investigations to the Superintendent. The Superintendent shall review the findings of the investigation and render a decision consistent with legal requirements within thirty (30) days of the receipt of the results of the investigation.

### CONFIDENTIALITY

Confidentiality as to the claimant and the nature of the complaint shall be maintained, consistent with the needs of the investigation into the complaint. Information concerning the complaint, the claimant, and the results or progress of the investigation will be on a need to know basis, only by those assigned duties to receive complaints, those who investigate them, and those interviewed.

The procedures provided for in the School Board's grievance procedure and other procedures provided for by law shall be complied with according to the status of the claimant and alleged harasser in each individual situation.

### SANCTIONS

Some acts of racial discrimination or harassment are considered criminal and are subject to prosecution. If the Superintendent believes a violation of the criminal law of the State of Louisiana has taken place, the Superintendent shall notify the appropriate law enforcement agency. The Morehouse Parish School Board will fully cooperate with law enforcement agencies and the District Attorney in investigating and prosecuting such criminal offenses.

A substantiated charge against an employee of the Morehouse Parish School Board shall subject that employee to disciplinary action which may include verbal warning, letter of reprimand, suspension and/or termination of employment.

A substantiated charge against a student in the Morehouse Parish School System shall subject that student to disciplinary action deemed necessary and appropriate including parental notification, warnings, counseling, suspension or expulsion, consistent with the student discipline code.

Individuals lodging a complaint of racial discrimination or racial harassment will be free from retaliation. Any individuals who do retaliate shall be subject to disciplinary action and will be prosecuted to the fullest extent of the law.

#### NOTIFICATION AND TRAINING

Notice of this policy will be circulated to all schools and departments of the Morehouse Parish School Board and adopted and printed in teacher and student handbooks. Training sessions on this policy and the prevention of racial discrimination and harassment shall be held in all schools on an annual basis. Training sessions for new non-teaching employees shall be conducted annually. All current employees will be provided a copy of this policy as well as newly hired personnel on an annual basis.

**TITLE IX GRIEVANCE PROCEDURE - EXHIBIT  
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**MPSB FORMAL COMPLAINT OF SEXUAL HARASSMENT**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Name of individual(s) who engaged in the conduct alleged below:

Describe the conduct that led to this complaint (attach additional pages if needed):

Date(s) of each incident:

Location(s) of each incident:

Names of possible witnesses:

I agree that all of the information on this form is accurate and true to the best of my knowledge.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

COMPLAINT OF TITLE IX VIOLATION      Complaint No. \_\_\_\_\_

Name of Alleged Victim \_\_\_\_\_

Complaint Filed by (check one) \_\_\_\_\_ Alleged Victim/Student

\_\_\_\_\_ Parent/Guardian/name: \_\_\_\_\_

Title IX Coordinator/name: \_\_\_\_\_

Name(s) of Other Alleged Victim(s) if any \_\_\_\_\_

Name(s) of Alleged Harasser(s) \_\_\_\_\_

Name(s) of Alleged Witness(es) \_\_\_\_\_

Date of Alleged Title IX Sexual Harassment/Retaliation \_\_\_\_\_

(If complaint not filed by alleged victim, state date of discovery of alleged conduct by filing party) \_\_\_\_\_

Description of alleged Title IX Sexual Harassment/Retaliation (Must include specific act(s), circumstances, date/time, other details supporting complaint. Separate statement may be attached.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Information (Should include all other information known which may assist in investigation, such as how and when complainant learned of reported facts, names of other persons who may have related information, etc. Separate statement may be attached.)

By signing below this Complaint, I acknowledge receipt of the Title IX Grievance Procedures and my right to file this Complaint. Further, I understand that the information I have provided will be shared with the person I have identified as the harasser. I will cooperate with the Title IX Coordinator regarding the investigation of this Complaint. I have been offered supportive measures.

Signature of Complainant \_\_\_\_\_ Phone No. \_\_\_\_\_

Printed Name of Complainant \_\_\_\_\_ Email \_\_\_\_\_

Signature of Title IX Coordinator \_\_\_\_\_

Date/Time Received \_\_\_\_\_

**MPSB REPORTING FORM FOR INDIVIDUALS  
TO REPORT SEXUAL HARASSMENT**

Name of individual filing this report: \_\_\_\_\_

Date: \_\_\_\_\_

Were you the target of the conduct alleged in this report?

If no, who was the target of the conduct alleged in this report?

Name of individual who engaged in the conduct alleged below:

Describe the conduct that led to this complaint (attach additional pages if needed):

Date(s) of each incident:

Location(s) of each incident:

Names of possible witnesses:

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MPSB DOCUMENTATION OF DISTRICT RESPONSE**  
[to be completed and maintained by Title IX Coordinator for 7 years  
for record- keeping purposes] [date]

**Complaint Information**

Complainant name:

Respondent name:

Was a formal complaint filed? If so, on what date?

**District Response**

Were supportive measures provided to Complainant? If so, list all supportive measures that were provided.

If not, please explain why it was not clearly unreasonable for the District not to provide Complainant with supportive measures.

What other steps were taken in response to the report or formal complaint? E.g., resolved through informal resolution, resolved through formal grievance process (indicate whether founded or unfounded).

What sanctions were issued as a result of the report or formal complaint, if any?

What remedies were issued as a result of the report or formal complaint, if any?

In light of the above, do you believe the District's response was not deliberately indifferent? Briefly *explain*.

---

[Name], Title IX Coordinator Date

**MPSB NOTICE OF INVESTIGATION TO COMPLAINANT**  
[To be provided by Title IX Coordinator to Complainant  
at the initiation of an investigation] [Date]

Dear [Complainant's Name],

The Morehouse Parish School District received your complaint alleging that [Respondent's name (the "Respondent")] engaged in conduct that may constitute sexual misconduct under District Policy. Specifically, you submitted a complaint alleging that the Respondent [description of alleged conduct in complaint including time, date, location, and specific acts of respondent alleged in complaint].

The policy Respondent is alleged to have violated is [insert all applicable policy names/numbers — including Title IX and others as applicable], and specifically its prohibition on [specific type of sexual harassment alleged — e.g., hostile environment, stalking, etc.]. A complete copy of the District's Title IX procedures is [insert link or attach to this letter]. Please review these procedures carefully and let me know if you have any questions.

The District must investigate formal complaints of potential sexual misconduct as required by policy and law, to the extent of the information available. We have assigned [ NAME(s) ] as the Investigator(s) who will gather information and make factual findings in this case. If you have any concerns about the impartiality of the Investigator(s), please let me know immediately.

The Respondent is entitled to a presumption of innocence, which will be maintained throughout the process until a determination of responsibility is made. The Investigator(s) will be in contact with you to schedule a time to formally interview you for the investigation. You may be accompanied by a support person, advisor, or advocate of your choice to the investigation interview, including a lawyer, at your own expense. This person should not be someone who you will also identify as a witness.

As part of this process, you will have a right to provide evidence and witnesses for the Investigator's consideration, and to review and comment on evidence gathered by the Investigator(s) from the other party and witnesses. The District will objectively evaluate all relevant evidence, including inculpatory (proves a violation) and exculpatory (proves no violation) evidence to reach a determination of responsibility.

Consistent with the Policy, you are hereby directed not to delete any potentially relevant evidence, including electronic files, records, or data in your possession. You are further directed not to sell, give away, destroy, or otherwise surrender possession of any personal or District-issued devices. Do not wipe or reformat any personal or District-issued devices. Do not delete any social media or email accounts that you currently have or delete any content or data from the same. These directives are effective immediately and remain in effect until further notice. If you have any questions about this directive, please contact me.

The District works to maintain confidentiality in the resolution process, and we ask for your discretion in minimizing the sharing of information to respect the sensitivity of this matter to all parties. You are directed to refrain from contacting the Respondent throughout this process. Additionally, you are reminded about the District's policy against retaliation, either by you or by someone acting on your behalf. Any individual who believes they have been retaliated against for participation in this process should immediately report it to the district Superintendent.

You are expected to cooperate in an honest and forthright manner with this investigation. Making false statements or knowingly submitting false information during the grievance process is prohibited by the District and may constitute an independent basis for disciplinary sanctions against any student or employee, up to and including suspension or expulsion of a student or termination of an employee's employment.

I understand this is a lot of information. Please let me know if you have any questions at any point during the process.

Sincerely,

Dr. Dana J. Boockoff  
Title IX Coordinator  
[d\\_boockoffmbsb.us](mailto:d_boockoffmbsb.us)  
318-283-1600  
Morehouse Parish Schools

**MPSB NOTICE OF INVESTIGATION TO RESPONDENT**  
[To be provided simultaneously by Title IX Coordinator to  
Respondent upon initiation of investigation] [Date]

Dear [Respondent's Name],

The Morehouse Parish School District received a complaint alleging that you engaged in conduct that may constitute sexual misconduct under District Policy. Specifically, [name of complainant] (the "Complainant") submitted a complaint alleging that you [description of alleged conduct in complaint including time, date, location, and specific acts of respondent alleged in complaint].

The policy you are alleged to have violated is [insert all applicable policy names/numbers — including Title IX and others as applicable], and specifically its prohibition on [specific type of sexual harassment alleged — e.g., hostile environment, stalking, etc.]. A complete copy of the District's Title IX procedures is [insert link or attach to this letter]. Please review these procedures carefully and let me know if you have any questions.

The District must investigate formal complaints of potential sexual misconduct as required by policy and law, to the extent of the information available. We have assigned [NAME(s)] as the Investigator(s) who will gather information and make factual findings in this case. If you have any concerns about the impartiality of the Investigator(s), please let me know immediately.

You are entitled to a presumption of innocence, which will be maintained throughout the process until a determination of responsibility is made. The Investigator(s) will be in contact with you to schedule a time to formally interview you for the investigation. You may be accompanied by a support person, advisor, or advocate of your choice to the investigation interview, including a lawyer, at your own expense. This person should not be someone who you will also identify as a witness.

As part of this process, you will have a right to provide evidence and witnesses for the Investigator's consideration, and to review and comment on evidence gathered by the Investigator(s) from the other party and witnesses. The District will objectively evaluate all relevant evidence, including inculpatory (proves a violation) and exculpatory (proves no violation) evidence to reach a determination of responsibility.

Consistent with the Policy, you are hereby directed not to delete any potentially relevant evidence, including electronic files, records, or data in your possession. You are further directed not to sell, give away, destroy, or otherwise surrender possession of any personal or District-issued devices. Do not wipe or reformat any personal or District-issued devices. Do not delete any social media or email accounts that you currently have or delete any content or data from the same. These directives are effective immediately and remain in effect until further notice. If you have any questions about this directive, please contact me.

The District works to maintain confidentiality in the resolution process, and we ask for your discretion in minimizing the sharing of information to respect the sensitivity of this matter to all parties. You are directed to refrain from contacting the Complainant throughout this process. Additionally, you are reminded about the District's policy against retaliation, either by you or by someone acting on your behalf. Any individual who believes they have been retaliated against for participation in this process should immediately report it the district Superintendent.

You are expected to cooperate in an honest and forthright manner with this investigation. Making false statements or knowingly submitting false information during the grievance process is prohibited by the District and may constitute an independent basis for disciplinary sanctions against any student or employee, up to and including suspension or expulsion of a student or termination of an employee's employment.

I understand this is a lot of information. Please let me know if you have any questions at any point during the process.

Sincerely,

Dr. Dana J. Boockoff  
Title IX Coordinator  
[dboockoff@mpsb.us](mailto:dboockoff@mpsb.us)  
318-283-1600  
Morehouse Parish Schools

## MPSB WITNESS DISCLOSURE FORM

### Introductory Overview

A complaint has been made and an investigation is being conducted pursuant to District policy and practice. You have been identified as a potential witness. The purpose of the interview today is for the designated investigator to ask you questions and gather information. This document provides you with a summary of the District's expectations for you in this process.

### Duty to Cooperate and be Honest

The District fully expects all students and employees to be cooperative, honest, and forthright to help the District reach a fair and reasonable outcome. Failure to honestly cooperate in an investigation may result in disciplinary action.

### Confidentiality

Confidentiality is an important part of the complaint process. Any individual participating in the complaint process as a witness is expected to respect the confidentiality of the process. The District expects you to keep confidential everything discussed during your interview.

If, after your interview, you recall or learn of more information that you think may be helpful to the investigation, contact \_\_\_\_\_

The District cannot promise you confidentiality, but we will only disclose information on a need to know basis consistent with federal and state law and District policy and procedures.

### No Retaliation

Retaliation against persons filing conduct complaints and/or witnesses participating in the investigation of conduct complaints is strictly prohibited by District policy and federal and state law. Retaliation occurs when an individual who participated in the District's process is subjected to any conduct or action because of their participation that would make a reasonable person unwilling to participate in the District's process in the future. Please immediately inform the district superintendent if you feel retaliation has occurred.

I acknowledge that I have received and read the above disclosures and that I understand the District's expectations of me:

---

Witness Signature

Witness Name

Date

**MPSB NOTICE OF INTERVIEW**

[to be provided to complainant(s) and respondent(s) prior to any interview or other meeting with sufficient time to prepare for the interview/meeting]

[Date]

Dear [name of party]:

As you know from the Notice of Investigation, the District is conducting an investigation into a complaint of sexual harassment in which you are named as a party.

You will be interviewed by the District's Investigator(s), [insert investigator(s) names] at [location], on [date] at [time]. The purpose of this interview is to ask you questions about what you know or may know about the allegations in the complaint, including identifying and producing any relevant evidence and witness names for the Investigator's consideration.

The individuals present at this interview will be yourself, the Investigator, [include any other names of anticipated attendees, if any]. You are entitled to be accompanied by a support person, advocate, or attorney, at your own expense. However, any person accompanying you may not participate in the interview, answer questions on your behalf, or question the Investigator about any matter.

If you have any questions, please let me know.

Sincerely,

---

[name and title of Title IX Coordinator  
or Investigator] [contact information]

**MPSB INFORMAL RESOLUTION**  
[to be provided to Complainant and Respondent  
by Title IX Coordinator] [date]

Re: Informal resolution of complaint involving [complainant's name] and [respondent's name]

Dear [party name]:

This letter sets forth information about the District's informal resolution process. If both parties consent, this process may help you reach a mutually acceptable resolution to the formal complaint.

The formal complaint made by [complainant's name] alleges that [respondent's name] [include the allegations in the formal complaint].

To resolve this complaint, the Title IX Coordinator will meet separately with each party to gather information relevant to the complaint and discuss possible ways to resolve the complaint. If the parties agree to a resolution, the Title IX Coordinator will draft a resolution agreement to be reviewed by both parties. Each party may sign the resolution agreement if they voluntarily agree to the terms. Once the agreement is signed by each party, it is final and is not subject to appeal.

Either party may withdraw from informal resolution at any point **prior to** signing the resolution agreement. The Complainant may then decide whether to proceed with the formal grievance process under District policy (including investigation and determination of responsibility) or to withdraw the formal complaint. Supportive measures may be provided during informal resolution, during a formal grievance, and/or after the formal complaints are resolved, dismissed, or withdrawn.

The Title IX Coordinator will retain a copy of the formal complaint and any resolution agreement for a period of seven (7) years following the closure of the complaint. In order to promote honest, direct, communication, information disclosed during informal resolution will remain confidential, except where disclosure may be required by law or authorized in connection with duties on behalf of the District.

If you have any questions, please let me know. Otherwise, if you voluntarily agree to participate in the informal resolution process, please sign below.

Sincerely,

---

[name], Title IX Coordinator

By signing below, I, [party name], hereby knowingly and voluntarily agree to participate in informal resolution to the complaint identified above.

---

Signature

Date

**MPSB TITLE IX INVESTIGATION REPORT FORM**  
[to be completed by Title IX Investigator(s)]

**Name of Investigator:**

**Date of report:**

**Scope of investigation:** This investigation considered claims made by [Complainant name and role (student, employee, etc.)] (the "Complainant") as to whether or not [Respondent name and role] (the "Respondent") has violated District policy no. [insert name and title of Title IX and other applicable policies].

This report will only provide a summary of the facts as determined by the investigator and is not a final determination of the allegations.

**Jurisdiction:** [state whether the evidence shows that the District exercises substantial control over both the Respondent and the circumstances under which the alleged sexual harassment occurred — if not, then the complaint must be dismissed from the Title IX process, and can be handled under any other applicable District policy or procedure].

**Parties (list all):**

Complainant- NAME

Respondent — NAME

**Nature of Alleged Conduct Constituting Sexual Harassment:**

**Procedural history:**

- A report was made to the District by \_\_\_\_\_ on [date]. A formal complaint was provided by the Complainant to the Title IX Coordinator on [date].
- The Title IX Coordinator assigned this Investigator on [date] to conduct an investigation into the formal complaint. Notices of Investigation were provided to both parties on [date].
- This Investigator interviewed the following individuals:
  - Complainant — name and date of interview
  - Respondent — name and date of interview
  - Any witnesses — names and dates of interview

- This Investigator also reviewed the following evidence:
  - List of any documents, videos, photos, or other evidence provided by any party or witness
- On [date not less than 10 days before the date of this report], this Investigator provided Complainant and Respondent with copies of all evidence obtained by this Investigator. Complainant and Respondent had an opportunity to provide a written response to this evidence, prior to the Investigator completing this Investigation Report. [Indicate whether each party did or did not provide a written response].
- [include any other procedural steps, including if there have been significant delays in the process or other unexpected events]

**Summary of Interviews:**

Complainant Interview:

Witness A interview:

Witness B interview:

Respondent Interview:

**Summary of Other Evidence Received:**

**Feedback from Parties following Receipt of Evidence Directly Relating to Complaint: Investigator's**

**Observations Regarding Credibility of Parties and Witnesses:**

***Note: Investigator's Observations Regarding Credibility of Parties and Witnesses is optional but not required. Ultimately the decision-maker's job, but the investigator has the ability to observe firsthand so might be helpful to decision-maker. REMOVE this note once a decision has been made, prior to publishing.***

This report will be provided to the Title IX Coordinator, Complainant and Respondent (and any advocate or attorney for each), and \_\_\_\_\_, who has been designed as the Decision-Maker for this Complaint.

Sincerely,

---

[Name, title], Investigator

**MPSB DECISION ON FORMAL COMPLAINT**  
[to be completed by decision-maker]

**Name of Decision-Maker(s):**

**Date of Determination:**

**Names of Parties to the Complaint:** [Complainant(s) and Respondent(s)]

**List the allegations in the complaint:**

**Procedural history:** [A description of the procedural steps taken from the receipt of the formal complaint through the determination of responsibility — can use what is in the investigation report as a starting point in addition to the following:]

- The parties were provided the investigation report on [date — at least 10 days prior to date of this determination]. The parties had an opportunity to submit a written response to the investigation report for consideration prior to this decision-maker reaching a determination regarding responsibility. [indicate whether each party did or did not submit a written response].
- The parties had an opportunity to submit written questions to be asked of the other party and any witnesses. The decision-maker asked all relevant questions and provided the responses to those questions to the parties. The parties had a limited opportunity for follow-up questions [if applicable].
- The decision-maker considered all available, relevant evidence prior to reaching the determination(s) contained in this report.

**Findings of fact for each allegation:**

Statement of undisputed material facts:

Findings on disputed material facts:

**Conclusions:** [Conclusions for each allegation regarding the application of this Policy and any other relevant District policy, procedure, handbook provision, or rule to the facts. Include a statement of whether each allegation is founded or unfounded, and rationale for this determination]

**Sanctions:** [Include any sanctions that will be imposed (or recommended if outside the authority of the decision-maker) on respondent, if any, and a rationale therefor]

**Remedies:** [include any remedies the District will provide to restore or preserve Complainant's access to the District's educational program or activity, if applicable, and a rationale therefor]

**Appeal Procedures:** Within five (5) calendar days of delivery of the written decision to

them, either party may appeal this decision and/or any sanction imposed herein to or her/his designee.

Such appeals will be in writing and will be delivered to the \_\_\_\_\_ or her/his designee. The \_\_\_\_\_ or her/his designee will determine if the written decision will be stayed pending the outcome of the appellate decision. Appeals will be limited to any of the following bases:

- A procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the written decision was issued that could affect the outcome of the matter; or
- The Title IX Coordinator, Investigator(s), or Decision-Maker had a conflict of interest or bias that affected the outcome of the matter.

The \_\_\_\_\_ or her/his designee will notify both parties in writing if an appeal is received alleging one of the bases for appeal above. Both parties will be given an opportunity to submit a written statement in support of, or challenging, the written decision. The parties' written statements must be submitted within five (5) calendar days of notice of the appeal.

**Retaliation:** Retaliation against a person who reports sexual misconduct, assists someone with a report of sexual misconduct, or participates in any manner in an investigation or resolution of a sexual misconduct report is strictly prohibited. Retaliation includes threats, coercion, discrimination, intimidation, reprisals, and/or adverse actions related to employment or education. Any individual who believes they have been retaliated against in violation of this Policy should immediately contact the District's Title IX Coordinator, Dr. Dana J. Boockoff, [dboockoffmps.us](mailto:dboockoffmps.us) or 318-283-1600.

Sincerely,

---

[name(s) and title(s) of decision-maker(s)]

Date

**MPSB APPEAL FORM**

[to be filled out by a party wishing to appeal the initial determination/sanction]

Name of Appealing Party:

Role in complaint: [Complainant or Respondent]

Date:

I, \_\_\_\_\_, hereby appeal the written decision on the grounds that  
(check at least one):

- A procedural irregularity affected the outcome of the matter. The facts supporting this appeal are (attach additional pages if needed):
- New evidence was not reasonably available at the time the written decision was issued that could affect the outcome of the matter. The facts supporting this appeal are (attach additional pages if needed):
- The Title IX Coordinator, Investigator(s), or Decision-Maker(s) had a conflict of interest or bias that affected the outcome of the matter. The facts supporting this appeal are (attach additional pages if needed):

I hereby affirm that the foregoing is true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of appealing party

**MPSB NOTICE OF DISMISSAL**

[to be provided simultaneously to Complainant and Respondent upon dismissal of a formal complaint] [date]

Dear [party name]:

This letter hereby notifies you that the sexual harassment complaint filed on [date] is being dismissed by the District for the following reason [check one]:

- The conduct alleged in the complaint would not constitute sexual harassment as defined in Section II of this policy, even if proved;
- The conduct alleged not occur in the District's education program or activity; or
- The conduct did not occur in the United States.
- The Complainant notified the Title IX Coordinator in writing that the Complainant wished to withdraw the formal complaint or any allegations;
- The Respondent is no longer enrolled or employed by the District; or
- Specific circumstances exist that prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations. These circumstances are:

---

This dismissal may be appealed by submitting a written appeal to [name, title, contact information of designated appeal decision-maker] within five (5) calendar days of the date of this Notice of Dismissal. Appeals are limited to the following grounds:

- A procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time this dismissal was issued that could affect the outcome of the matter; or
- The Title IX Coordinator, Investigator(s), or Decision-Maker had a conflict of interest or bias that affected the outcome of the matter.

Even after dismissal of a formal complaint from the District's Title IX grievance process, the District may still (1) offer supportive measures to either party and/or (2) investigate and resolve the complaint under any other applicable District policy or process. You will be notified if the District intends to take further action on this complaint.

If you have any questions, please let me know.

Sincerely,

---

[Name, title, contact information for Title IX Coordinator]

**MPSB NOTICE OF APPEAL**

[to be provided simultaneously to both Complainant and Respondent] [date]

Dear [party name]:

This is a notice that a timely appeal has been filed by [name of appealing party] challenging the decision issued by [name and title of initial decision-maker] in the formal sexual harassment complaint made by [Complainant's name] against [Respondent's name].

This appeal alleges that [state the basis for appeal provided on the appeal form and briefly summarize the allegations of the appealing party].

This appeal will be reviewed by [name and title of appeal decision-maker]. You have the right to provide a written statement to [the appeal decision-maker] in support of, or challenging, the written decision.

Please submit your written statement [indicate whether in-person, email, or other] within five (5) calendar days of the date of this letter.

If you have any questions, please let me know.

Sincerely,

---

[name, title, contact information]

**MPSB Determination on Appeal**

[to be delivered simultaneously to both Complainant and Respondent] [date]

Dear [party name]:

I have carefully considered the appeal filed by [name of appealing party], challenging the written decision on the complaint of sexual harassment made by [complainant's name] against [respondent's name].

Based on my review of this matter, it is my determination that the decision should be [affirmed OR- reversed — OR — modified as follows... - OR - this matter should be remanded back to the investigator or decision-maker to take the following actions...]. I reached this determination [for the following reason(s) - brief description of rationale].

Pursuant to District policy, this decision is final and is not subject to further appeal.

Retaliation against any individual who files or otherwise participates in bringing a complaint is strictly prohibited under federal and state law, as well as District policy. Founded acts of retaliation will result in disciplinary action up to and including termination. Any individual who believes they have been retaliated against for participation in this process should report any concerns immediately to the Title IX Coordinator.

Sincerely,

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[Name and Title of Appeal Decision-Maker]

## STAFF CONFLICTS OF INTEREST

The Morehouse Parish School Board as a public body administers public funds and occupies a position of public trust relative thereto. Such a position of public trust demands that, in the performance of his/her duties, every employee of the School Board should exercise great caution to avoid possible conflicts of interest and any business, professional or financial relationship which, as it relates to his/her employment, may give the appearance of impropriety.

Therefore, an employee should not accept any outside employment or any proffered gift or loan which may in any manner adversely affect the proper discharge and performance of his/her duty and responsibility to the School Board. Such acceptance may constitute a violation of the state constitution or statutory provisions.

An employee should not use his/her position of employment or exercise his/her influence therein so as to secure any contract involving an expenditure of public funds to any partnership of which he/she is a member or to any corporation in which he/she is a stockholder, officer, director or employee or to any other person or firm from whom or which he/she derives a pecuniary benefit.

This policy is designed chiefly to serve as a guide for employees to avoid possible conflicts between their employment and outside interests. In most situations a possible conflict may be evident. In those situations where doubt may exist as to the propriety of certain relationships or activities, employees shall be encouraged to make a full disclosure of the facts to the Superintendent prior to entering such relationships or engaging in such activities.

Ref: La. Rev. Stat. Ann. §§17:81, 42:1101, 42:1102, 42:1111, 42:1112, 42:1113, 42:1115, 42:1115.1, 42:1116, 42:1117.

## POLITICAL ACTIVITIES

It is strongly felt by the Morehouse Parish School Board that all employees, but especially teachers, should stress the importance of citizenship responsibilities and the political rights of citizenship to each student. For administrators, teachers, and staff to be able to place strong emphasis on these areas, the School Board believes they should have the right to enjoy these privileges, free from any pressures and/or concerns. It is felt that all employees should be free to support candidates of their choice, exercising their own good judgment.

Therefore:

1. All personnel shall be notified that they must not be part of any activity relating to any matter to be presented by the School Board to the public (i.e. referendum, tax issues, etc.) during office hours or while on duty, nor shall they use any School Board facility for any such activity. This includes, but is not limited to, making or soliciting contributions to campaign funds, or promoting any candidate by distribution of cards, pictures, handbills, clothing and pins, making telephone contacts, or in any other way. This requirement applies in every school and department of the School Board.
2. Any materials or equipment (for example, mailing lists, copy machines, etc.) owned or held by the School Board, or staff, shall not be made available to any group or individual without the School Board's approval.
3. Public forums or meetings held at school facilities may be permitted as long as all interested persons, candidates, etc., are extended equal opportunity or representation at the forum or meeting.

All employees shall be informed of the provisions of this policy. Violation of any aspect of this policy may subject the employee to disciplinary action, including suspension and/or termination. This policy shall apply during business hours or while an employee is on official School Board business, and is not intended to interfere with personal time or affairs away from offices or school facilities in any way. Personnel who are seeking election to a public office will not engage in political activities during the normal working hours on school days.

Ref: La. Rev. Stat. Ann. §17:81.

## SOLICITATIONS

The Morehouse Parish School Board shall prohibit employees from accepting or soliciting any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. An employee who believes he or she has or may have a conflict of interest shall disclose the interest to the Superintendent or his/her designee, who shall take whatever action is necessary, if any, to ensure that the School Board's best interests are protected.

## ENDORSEMENTS

Employees shall be prohibited from recommending, endorsing, or requiring students to purchase any product, material, or service in which they have a financial interest or that is sold by a company that may employ the School Board employee during non-school hours. Employees shall be prohibited from recommending or requiring students to purchase a specific brand of school supplies if there are other brands that are equal and suitable for the intended instructional purpose.

## SALES

Employees shall be prohibited from using their positions with the School Board for the purpose of attempting to sell products or services.

Ref: La. Rev. Stat. Ann. §§42:1111, 42:1112, 42:1113, 42:1115.

## GIFTS TO EMPLOYEES

### GIFTS TO PERSONNEL

The Morehouse Parish School Board shall prohibit staff members and employees of the school district from soliciting, accepting, or receiving, either directly or indirectly, any gift from students, parents, or other individuals. However, employees who work in schools may accept gifts from or on behalf of students or former students when the value of the gift does not exceed twenty-five dollars (\$25.00) and the aggregate value of all gifts from or on behalf of any one person does not exceed seventy-five dollars (\$75.00) in a calendar year.

Acceptance of any form of compensation, gift, or gratuity by any employee of the Morehouse Parish School Board from persons or firms doing business with any School Board department is strictly prohibited. Reduced cost and/or free travel expenses are also defined as gifts with regard to this policy. This policy does not preclude, however, acceptance of food or drinks while participating in a social or professional event. This policy shall also not preclude the acceptance of campaign contributions for use in meeting campaign expenses by any employee who is or becomes a candidate for election to any public office.

Ref: La. Rev. Stat. Ann. §§42:1111, 42:1112, 42:1113, 42:1115, 42:1115.1, 42:1123.

## PERSONNEL RECORDS

The Morehouse Parish School Board shall require the maintenance of a uniform system of personnel records for all employees. It shall be the responsibility of the Superintendent or designee to keep the records updated and complete in accordance with statutory provisions.

A personnel file shall be accurately maintained in the central administrative office for each present and former employee. These files shall contain applications for employment, references, and records relative to compensation, payroll deductions, evaluations, and such other matters as may be considered pertinent to the proper maintenance of all personnel records. It is the duty of the employee to furnish the personnel office with certificates, transcripts, statements of degrees, and other educational experience related documentation.

The Superintendent shall be designated as custodian of all personnel files and shall have the overall responsibility for maintaining and preserving the confidentiality of the files. The Superintendent may, however, designate another official to perform the duties of records management on the understanding that this official is to be held responsible for granting or denying access to records on the basis of these guidelines.

### GENERAL ACCESS TO AN EMPLOYEE'S PERSONNEL FILE

Any school employee requesting to see his/her personnel file shall be given access to his/her entire personnel file, including but not limited to all documents placed in the employee's file on or before September 1, 1987, during normal business hours. The contents of a school employee's personnel file shall not be divulged to third parties without the express written consent of the school employee, except when ordered by a court or by subpoena, or in accordance with this policy. No school system employee other than the personnel file custodian or the Superintendent for the system, or the designee of either, who shall be a school system employee, shall be allowed access to a school employee's personnel file without the school employee's expressed written consent, unless that employee is charged with the duty of supervising that particular school employee's performance. A School Board member or any other person authorized pursuant to this policy shall be permitted to examine any and all records of the school system, except school employee records relative to evaluations, observations, formal complaints, and grievances. However, in accordance with La. Rev. Stat. Ann. §17:81, the School Board, *upon a majority vote of the total School Board membership*, shall have the right to examine any and all records of the school system, including personnel records.

In case a personnel file should be accessed by the School Board or anyone else, the employee whose file was so accessed shall receive written notice of the fact and the name and title of the person who was permitted access. All persons permitted access shall maintain the confidentiality of those documents in the file that are not matters of public record.

If an employee wishes to review and/or obtain a copy of his/her personnel file, the employee must make a written request to the Superintendent or his/her designee not less than forty-eight (48) hours before the date the file will be reviewed.

### REQUESTS FOR ACCESS AND INSPECTION

#### Additions to Personnel File

No complaint, commendation, suggestion, or evaluation may be placed in the evaluation file unless it meets the following requirements:

1. Each document concerning a school employee shall be placed in the employee's personnel file within a reasonable time and no document, except those resulting from routine recordkeeping, shall be placed in a school employee's personnel file by any school system employee, unless and until that school employee is presented with the original document and a copy thereof prior to its filing.
2. Upon receipt of the original document and copy of the same, the school employee shall sign the original document as an acknowledgement of the receipt of the copy of the document. Such signature shall not be construed as an agreement to the contents of the document. If the employee refuses to sign the original document, the phrase "Refused to Sign" shall be printed on the document by the custodian who shall then date and sign the document before placement in the employee's personnel file.

#### Rebuttal and Response

Each school employee shall be given the opportunity to rebut and to respond to a document placed in his/her personnel file including but not limited to any document placed in such file on or before September 1, 1987.

1. The rebuttal and response must be in written form and once filed shall be attached to the document to which the response and rebuttal applies, and thus become a permanent part of the school employee's personnel file as long as the document remains a part of the personnel file.
2. No document or copy thereof, to which a response and rebuttal has been filed, shall be used for any purpose whatsoever unless the rebuttal and response or copy thereof is attached to the document or copy sought to be used.
3. A school employee shall have the right to receive proof of any allegations and statements contained in a document placed in his/her file that the school employee believes to be inaccurate, invalid, or misrepresented. If such proof is not presented, the document containing the allegations and statement shall be removed from the school employee's personnel file and destroyed.

If, at any time, the Superintendent takes any personnel action against an employee based upon any document that was placed in the employee's file on or before September 1, 1987, the employee shall be given the opportunity to rebut and respond to such document.

Procedure for Filing of Rebuttal and Response

1. Any rebuttal and response to a document placed in a school employee's personnel file shall be filed by the employee within fifteen (15) school days from the date on which the school employee signs the document acknowledging its receipt.
2. The school employee may be granted an additional ten (10) school days for the filing of the rebuttal and response, provided the school employee requests such an extension in writing addressed to the personnel file custodian within the original fifteen-day period. The personnel file custodian's consent to the ten-day extension of time shall not be unreasonably withheld.
3. The rebuttal and response shall be deemed filed by the delivery of the original and one copy of the rebuttal and response to the personnel file custodian. The personnel file custodian shall then sign and date the original rebuttal and response and file the same into the school employee's personnel file. The personnel file custodian shall also sign and date a copy of the rebuttal and response and return the same to the school employee.

CONFIDENTIAL INFORMATION

Certain items in the personnel records of School Board employees shall be confidential, including:

1. The home telephone number of the employee where such employee has chosen to have a private or unlisted home telephone number because of the nature of his/her occupation with such body.
2. The home telephone number of the employee where such employee has requested that the number be confidential.
3. The home address of the employee where such employee has requested that the address be confidential, except it shall be made available to recognized educational groups.
4. The social security number and financial institution direct deposit information as contained in the personnel records of an employee of the School Board. However, when the employee's social security number or financial institution direct deposit information is required to be disclosed pursuant to any other provision of law, including such purposes as child support enforcement, health insurance, retirement reporting, or to officials or employees of the school, School Board,

Louisiana Department of Education, or Board of Elementary and Secondary Education (BESE), in the performance of duties or responsibilities of the official or employee, the social security number or financial institution direct deposit information of the employee shall be disclosed pursuant to such provision of law.

5. The name and account number of any financial institution to which the public employee's wages or salary is directly deposited by an electronic direct deposit payroll system or other direct deposit system.

The above information shall not be divulged to third parties.

#### HEALTH AND MEDICAL RECORDS

An employee's health and medical records are deemed confidential and shall be maintained in a separate file apart from the employee's general personnel file. Such records will include:

1. Medical/health records, claim forms, life insurance application, requests for payment of benefits and all other health records of an employee and his/her dependents enrolled in the Morehouse Parish School Board adopted insurance plan.
2. All medical records of an employee, all compensation payment records, rehabilitation records, claim records, employer's injury reports, and records submitted to *Second Injury Fund*.
3. Medical information obtained as a result of an employee's request for a reasonable work accommodation due to a disability.

There may be instances where an employee's medical information will need to be made available to certain supervisory personnel, such as where a request for a reasonable accommodation has been granted, to inform a supervisor of necessary work duties or restrictions due to an on-the-job injury, emergency treatment required by the employee, or if specific procedures are needed to aid the employee in case of fire or other evacuations. Supervisors, however, shall not have unlimited access to an employee's medical file or to information about an employee's medical condition which is unnecessary to the performance of the employee's job.

Medical information may also be made available to third parties as required by law or business necessity. For example, the School Board may be required to release such information to government officials investigating the School Board's compliance with the *Americans with Disabilities Act*, to state worker's compensation offices in accordance with Louisiana worker's compensation laws, or to insurance companies where the insurer requires a medical examination before providing health or life insurance to employees.

### RELEASE OF PERSONNEL RECORDS PERMITTED

There are conditions under which personnel records of employees may be released. These conditions are:

1. Personnel records may be released to persons other than the affected employee with the written consent of the employee or as required by law or the courts.
2. Information relating to dependents and beneficiaries of deceased employees. Requests for such information may be required to be in writing.
3. In all cases, an employee shall have unlimited access to any and all information contained in or pertaining to his/her own health record.

### ANCILLARY FILES

The school principal or other appropriate supervisors may maintain certain ancillary personnel files. Maintenance of these confidential files shall be the responsibility of the Principal or appropriate supervisor. These on-site ancillary personnel files may contain administrative data, as well as other data that may be evaluative, critical, or complimentary of the employee. Though not part of the official personnel file maintained in the central office, these ancillary personnel files shall be subject to the same provisions applicable to all personnel files, including access by the employee and the right to be aware of any information stored in the file.

### DEFINITIONS

**Document** means any written or otherwise tangible material intended to be or actually used as a part of or any evidence of the work history of any employee including but not limited to any and all reports, comments, reprimands, correspondence, memoranda, evaluations, observations, and grievances relative to a particular employee.

**Personnel file** means those file(s) which contain the cumulative collection of any and all documents maintained by the school system with respect to each individual employee.

**Personnel file custodians** (file custodians) means those persons employed by the school system charged with the duty of maintaining and preserving the personnel files.

**Third party** means any person or entity not regularly employed, or employed under a contract by the school system in which the employee is employed.

Ref: 5 USC 552 (*Privacy Act of 1974*); La. Rev. Stat. Ann. §§17:81, 17:440, 17:1231, 17:1232, 17:1233, 17:1234, 17:1235, 17:1236, 17:1237, 17:1238, 23:1127, 23:1293, 44:1, 44:2, 44.4, 44:11, 44:12.

## EMPLOYEE TOBACCO USE

All properties of the Morehouse Parish School Board are essentially a smoke-free/tobacco-free environment.

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 Morehouse Parish 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.

Violations of this policy may subject an employee to appropriate disciplinary action, and the employee may be referred to a tobacco-cessation counseling service.

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.

## EMPLOYEE DRESS CODE

The Morehouse Parish School Board recognizes that teachers and administrators have traditionally upheld high standards of professionalism, including that of appropriate, professional attire. In order to ensure professional, modest, appropriate dress at all times, all determinations of appropriate, modest, and/or professional dress shall be made by the school principal.

### DRESS AND PERSONAL GROOMING

Employees on a daily basis shall dress as professionals, in businesslike attire in order to set a good example for co-employees, students and the general public. Employee dress and grooming shall not detract from the learning/educational environment of students' participation in classes, school programs or other school-related activities. Extremes in style and fit in employee dress and extremes in style of grooming shall not be permitted. Administrators shall be authorized to use their discretion in determining extremes in styles of dress and grooming and what is appropriate and suitable for Morehouse Parish School Board employees. No employee shall wear, possess, use, distribute, display, or sell any clothing, jewelry, emblem, blade, symbols, sign, or other things which are affiliated with drugs, alcohol, violence, or gang-related activities. Policies regarding dress and grooming stress the importance of reducing distractions that inhibit learning and are addressed in an attempt to enhance the learning environment.

The School District shall not discriminate against an employee on the basis of a natural, protective or cultural hairstyle. *Natural, protective, or cultural hairstyle* shall include, but is not limited to, afros, dreadlocks, twists, locs, braids, cornrow braids, Bantu knots, curls, and hair styled to protect hair texture or for cultural significance.

### EMPLOYEE DRESS CODE

The guidelines of the School Board shall be that no mode of attire will be considered proper for school wear that distracts from or disrupts classroom and school decorum. To maintain a proper image for teachers, it is the responsibility of principals to see that teachers are properly dressed.

Principals or building administrators may make exceptions to the mode of dress in specific shop-type situations where deemed appropriate. Any condition of grooming or dress judged inappropriate by the principal or building administrators shall not be allowed.

The provisions of the employee dress code are applicable to teachers, administrators, substitute teachers, student teachers, teacher aids, block teachers, and any others who have responsibilities for the instruction of children, as well as to clerical personnel.

Men

Acceptable

1. Slacks-neatly pressed and worn with a belt
2. Belt if pants have belt loops (resting where body is not exposed)
3. Sport shirts or Polo shirts with collar
4. Dress shoes (Loafers, casual) worn with socks
5. Oxford shirts or sweaters

Not Acceptable

1. Jeans of any color\*
2. Sweat pants, wind suits\*, jogging pants
3. Sleeveless t-shirts or collarless t-shirts
4. Overalls\*, shorts\* (including walking shorts)
5. Jewelry worn in any piercing
6. Sport/shower flip-flops or sandals, Crocs
7. Pajamas (including drawstring pants)
8. No visible offensive or distracting tattoos (cover with clothing or bandage)
9. Hats or caps worn in the building

Women

Acceptable

1. Sleeveless dresses/tops which meet top of arm at shoulder or covered by a jacket (undergarments may not show)
2. Skirts and dresses must be knee level or longer
3. Pants, pant suits, capris (mid-calf or longer)
4. Waist line resting where body is not exposed
5. Appropriate sandals
6. School T-shirts without a collar can be worn with the school uniform pants/skirts if shirt is neatly pressed and tucked in

Not Acceptable

1. Bare midriff shirts or tops, t-shirts
2. Shirts/tops revealing any cleavage, backless or keyhole shirts
3. Shorts\*, overalls\*, pajamas (including walking shorts)
4. Any skirt or dress above the knee
5. Sweat suits, jogging suits, active wear, leggings
6. House shoes, tennis shoes
7. Men's style shirts with tailored hems worn untucked

8. Sport/shower flip-flops, Crocs
9. Jewelry worn in piercing other than ears
10. No visible offensive or distracting tattoos (cover with clothing or bandage)
11. Jeans of any color\*

#### Dress Code Exceptions

- \*Specific appropriate attire may be worn on spirit days or school dress up days as announced or designated by the program/building administrator. Jeans should be free of holes/rips and with the waistband resting where body is not exposed (no low-riders)
- Teachers of Industrial Arts and Technology Department Personnel may wear appropriate jeans
- \*Physical Education Instructors may wear walking/coaching shorts (not stretch) in gym during P.E. classes. If a P.E. instructor teaches any other class during the day, he/she will change clothes or cover clothing with wind suit while in academic classrooms.
- Bus operators/bus aides may wear appropriate jeans and t-shirts (without offensive statements, slogans, or political endorsements) during the school year and knee length shorts during the warmer months. Bus operators must wear closed toe and closed heel shoes.
- Maintenance and custodial employees may wear overalls, jeans and t-shirts (without offensive statements, slogans, or political endorsements) during the school year.
- School nurses and Occupational/Physical Therapists should follow the employee dress code with the following exception: Nurses and OT/PT may wear scrubs.
- Uniform scrubs (not medical) may be worn in PreK/Early Childhood Special Education classrooms when approved by the Superintendent or his/her designee by submission of a plan of implementation.

Any clothing considered inappropriate for students shall be considered inappropriate for system employees.

#### UNIFORMS

Employees who are required to wear uniforms shall wear the complete uniform at all times while at work and the uniform must be worn appropriately and as intended. Employees shall not wear uniforms during non-working hours or while not in the course and scope of their employment with the Morehouse Parish School Board. Safety shoes shall be

required for all maintenance employees.

Ref: La. Rev. Stat. Ann. §§17:81, 23:332.

## INVESTIGATIONS

### GENERAL INVESTIGATIONS

Concerns about serious situations or conditions within the school system should be reported to the Superintendent or his/her designee. Should the Superintendent determine that the situation/condition warrants investigation, he/she shall have the matter investigated by appointing appropriate staff personnel (one or more persons) to make the necessary inquiries. At the conclusion of their investigation, a report shall be prepared for submission to the Superintendent.

No School Board member shall participate in any investigation undertaken in the school system.

In any investigation into incidents involving accidents or injuries to students or employees, or involving student misconduct, or the competence, honesty or performance of duties of employees, all employees of the Morehouse Parish School Board shall, upon reasonable request by the Superintendent or his/her designee, give a statement of the facts and circumstances within the employee's knowledge, or an accounting of the employee's conduct concerning the circumstances which are the subject of the investigation or are related to the matter being investigated.

If deemed appropriate by the Superintendent or his/her designee in the conduct of such investigation, employees shall, upon reasonable notification, appear at the offices of the Superintendent or at such other suitable location within the parish as might be appropriate and convenient in the investigation.

During any such employee interview, the employee may have legal representation if desired by the employee, but said representation shall be at no cost to the Morehouse Parish School Board.

### PUBLIC ANNOUNCEMENT OF EMPLOYEE DISCIPLINE

The Morehouse Parish School Board, in accordance with state law, shall initiate an investigation of an employee, in cases where the School Board has made a public announcement that an employee may be disciplined, whether or not there is an accompanying reduction in pay. The investigation shall proceed as outlined below under *Investigation Procedures*. Not later than thirty (30) days after the conclusion of the investigation and prior to any School Board action to implement such disciplinary action, the employee may appear, if he/she so determines, before the School Board in open session and be given a reasonable time, as determined by the School Board, to comment on the investigation and any actions taken or proposed to be taken involving the employee.

These provisions shall not be applicable to any reduction in force initiated by the School Board.

#### IMPERMISSIBLE CORPORAL PUNISHMENT OR MORAL OFFENSES

If an employee is accused of impermissible corporal punishment, or of a moral offense involving a student, a prompt, thorough investigation shall be conducted by the Superintendent or designee(s). The investigation shall proceed as outlined below under *Investigation Procedures*. A written report of the results of the investigation shall be prepared, and the employee shall be provided with a copy of such report. The Superintendent may promulgate such administrative regulations and procedures as he/she deems necessary to implement this policy. Any employee found to have violated the provisions of School Board policy shall be disciplined by such means as appropriate to the incident, including reprimand, suspension, termination, and/or referral to the local child protection agency/law enforcement.

If the allegation falls within the definition of *abuse* as defined in state law, then all school employees with knowledge of such incidents become *mandatory reporters* and the allegations must be reported to child protection or law enforcement as provided by state law and School Board policy (see policy *JGCE, Child Abuse*). Such reporting shall be made and applied in conjunction with the procedures outlined in this policy.

#### TITLE IX SEXUAL HARASSMENT INVESTIGATIONS

Any investigation of sexual harassment under Title IX of the Education Amendments of 1972 (Title IX) and Part 106 of Title 34 of the United States Code of Federal Regulations shall be conducted in accordance with the procedures developed and maintained by the Superintendent or his/her designee under the provisions of policy *JAAA, Title IX Sexual Harassment*.

#### INVESTIGATION PROCEDURES

Notwithstanding any statute or other School Board policy, any complaint relative to employee conduct shall be handled as follows:

1. The Superintendent or his/her designee may order such investigation to be conducted in each instance as is warranted by the circumstances, and shall conduct an investigation when required by law or School Board policy.
2. The investigation shall be conducted by the Superintendent or his/her designee(s). These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint. Staff members or students may be interviewed if it is deemed essential to the investigation.

3. The Superintendent or his/her designee shall confer with each accused employee's immediate supervisor concerning the results of the investigation and the immediate supervisor shall discuss the matter with the employee.
4. A written determination as to the validity of the complaint and a description of the resolution, if any, shall be issued by the Superintendent or his/her designee and a copy forwarded to the complainant no later than (30) days after its filing.
5. If a complaint is substantiated, the Superintendent shall consider appropriate disciplinary action which may be taken in accordance with School Board policy, which may include termination. Any disciplinary action shall be placed in the offender's personnel file which will reflect the action taken and the grounds thereof.

### CONFIDENTIALITY

The School Board shall attempt to protect the privacy of the complainant and the respondent, but confidentiality is not guaranteed. Information regarding the complaint and identities of complainants, respondents, and witnesses may be revealed as permitted or required by law, and as is necessary to conduct the investigation and enforce the consequences of the investigation.

Ref: 34 CFR 106 et seq. (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*); La. Rev. Stat. Ann. §§14:403, 17:81, 17:81.6, 17:81.8, 17:223.

## DRUG-FREE WORKPLACE

The Morehouse Parish School Board, in compliance with the *Drug-Free Workplace Act of 1988*, recognizes its obligation in providing and maintaining a drug-free workplace to remain eligible to receive federal grants and in support of local, state and national efforts to achieve drug-free schools and communities. The Morehouse Parish School Board shall:

1. Advise all employees through the distribution of this policy that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance and/or intoxicants are prohibited before, during, or after school hours in any workplace of the Morehouse Parish School Board. For any School Board employee, the consequences of violation of this prohibition shall be any or all of the following based on the specific offense: testing for presence of drugs/alcohol in body by a recognized hospital or chemical dependency unit, counseling, reprimanding, termination, or suspension with or without pay while the case is pending in court. Confirmed or substantial evidence of the use, sale, or possession of controlled substances by any employee while on or off duty or on or off school premises shall result in any or all of the following:
  - A. Requiring the employee to submit to a drug test from a recognized hospital or chemical dependency unit and presenting to the Superintendent or his/her designee certification from the agency performing the test that employee is drug free.
  - B. Immediate suspension with or without pay and recommendation for job termination.
2. Notify all employees that, as a condition of employment, all employees shall abide by the preceding statement and notify the Superintendent or his/her designee of any drug-related conviction no later than five (5) days after such conviction. The Superintendent or his/her designee shall notify the contracting federal agency, if applicable, within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
3. The Morehouse Parish School Board shall take one or more of the following actions within thirty (30) days of receiving notice with respect to any employee who is so convicted:
  - A. Having the Superintendent take appropriate disciplinary action against such employee, up to and including termination; or
  - B. Requiring such employee to participate satisfactorily in a drug assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

4. A *Drug Awareness Program* developed by the Morehouse Parish School Board shall inform all employees about:
  - A. The dangers of drug abuse in the workplace.
  - B. The Morehouse Parish School Board's policy of maintaining a drug-free workplace.
  - C. Any available drug counseling, rehabilitation, and/or employee assistance programs.
  - D. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
5. All employees of the School Board who have been recommended for employment shall submit to a drug/alcohol screening by the designated testing agent of the School Board as a condition of employment. No person who fails the drug/alcohol screening shall be considered for employment with the School Board.
6. In order to accomplish the objectives of this policy, the School Board reserves the right, at all times and in any work area, when circumstances warrant or reasonable cause exists, to conduct unannounced reasonable searches and inspections of School Board facilities. These searches shall be conducted by authorized supervisors or search personnel, including drug detection dogs. The areas open to search include but are not limited to lockers, briefcases, desks, boxes, lunch boxes, tool chests, vehicles, and other personal effects of employees.

## EMPLOYMENT CONDITIONS

### Condition of Continuation of Employment

Compliance with the Morehouse Parish School Board's current or amended *Drug-Free Workplace* and *Employee Alcohol and Drug Testing* policies shall be a condition of continuation of employment. Failure or refusal of an employee to cooperate fully, sign any required document related to drug-free workplace provisions or alcohol and drug testing related policies, submit to any inspection or test, or follow any prescribed course of substance abuse treatment shall be grounds for discipline, up to and including termination. Violation of any part of these policies shall be grounds for termination.

### Consequences of Refusal by Employee

Any employee refusing to consent to testing or to submit a saliva, urine or blood sample for testing when requested by management shall be subject to disciplinary action, up to and including termination of employment. Attempted or actual substitution or adulteration of samples shall be equivalent to refusal to submit to testing or equivalent to a positive drug test.

### Prescription Drugs

No prescription drug shall be brought on any property owned or operated by the Morehouse Parish School Board by any person other than the one for whom it is prescribed; and such drugs shall be used only in the manner, combination, and quantity prescribed. The use or possession of prescription drugs contrary to this provision shall result in the drug being deemed an illegal drug.

### Unauthorized Possession or Consumption of Alcoholic Beverages

No employee shall possess or consume alcoholic beverages on School Board property or at School Board-sponsored events, except as otherwise provided in this Policy Manual.

### DEFINITIONS

*Alcoholic Beverage* is any fluid or solid capable of being converted into fluid, suitable for human consumption, and having an alcoholic content of more than 6% by volume, including alcohol, but excluding antiseptics, toilet preparations, and scientific/chemical products unfit for human consumption.

*Controlled substance* is any substance listed in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC 821), and as further defined by regulations 21 CFR 1308.11 through 1308.15.

*Conviction* is a finding of guilt (including a plea of nolo contendere or imposition of sentence or both) by any judicial body charged with the responsibility to determine the violations of the Federal or State criminal drug statutes.

*Workplace* is any Morehouse Parish School Board property or other site where work is performed by employees of the School Board, whether owned, leased, or used by the school system, at any school-sponsored or supervised activity, in any vehicle, whether or not owned or rented by the Morehouse Parish School Board, machinery or equipment used in the course of employment, including any vehicle or any other employee workplace.

Ref: 20 USC 7101 et seq. (*Safe and Drug-Free Schools and Communities*); 21 USC 812 (*Schedules of controlled substances*); 41 USC 8101 et seq. (*Drug-Free Workplace*); 21 CFR 1308.11 et seq. (*Schedules of Controlled Substances*); La. Rev. Stat. Ann. §§14:91.7, 17:240, 17:405, 40:961, 40:962, 40:963, 40:964, 40:967, 40:968, 40:969, 40:970, 40:971, 40:971.1.

## ALCOHOL AND DRUG ABUSE AND TESTING – GENERAL EMPLOYEES

The purpose of this policy is to provide for the health, welfare and safety of students and employees of the Morehouse Parish School Board as well as others who come in contact with the employees of the Morehouse Parish School Board. The Morehouse Parish School Board is determined to eliminate the use of illegal drugs, alcohol and controlled dangerous substances at its work sites and in the operation of vehicles utilized by individuals in the course and scope of their employment with the Morehouse Parish School Board. The policy is designed to benefit employees and to provide reasonable safety to employees and students from offending individuals. In addition, the program meets the responsibility to the public whom the Morehouse Parish School Board serves.

Because the children of Louisiana are the greatest resource the state provides and their continued safety and health are of serious importance to the Morehouse Parish School Board, the Morehouse Parish School Board has a compelling interest and commitment to eliminate illegal and unauthorized drug use (including the unauthorized use of alcohol), drug users, drug activities and drug effects from all of its workplaces.

The Morehouse Parish School Board also has the commitment and interest to afford all employees the respect and dignity they deserve and the full protection of the constitution of the United States and the State of Louisiana and all enacted laws of the United States and the State of Louisiana.

The Morehouse Parish School Board prohibits the manufacturing, distribution, dispensing, possession, or use of a controlled dangerous substance, including alcohol and drugs, in any workplace operated by the Morehouse Parish School Board.

The use or possession of alcohol or other intoxicants while on the job, on any school system property, or on Morehouse Parish School Board's buses or vehicles is prohibited. Any violation of this policy by any employee shall result in disciplinary action against the employee and could result in a recommendation for job termination.

It shall be the duty of each employee of the Morehouse Parish School Board to conform to the provisions of this policy.

### OBJECTIVES

Objectives of this policy are to:

- Deter or detect illegal drugs and unauthorized substances in the
- Provide employees with access to confidential counseling and/or rehabilitation programs.
- Create a safe and healthful working environment for our employees, students, visitors, and members of the general public.

- Reduce the opportunities for accidental injuries to persons and to protect the property of the Morehouse Parish School Board, employees, students, visitors, and the general public.
- Protect the reputation and credibility of the Morehouse Parish School Board and its employees within the community and the State of Louisiana.
- Comply with the contractual obligations of applicable parish, state or federal grants, regulations, or agreements and to comply with the requirements of applicable city, state, or federal drug abuse statutes or ordinances.

### APPLICABILITY

This policy applies to all regular full-time, part-time, probationary, temporary, substitute, or contract employees and to employment applicants who have been offered positions with the Morehouse Parish School Board, except that this policy shall not apply to applicants for or individuals employed as school bus operators by the Morehouse Parish School Board, all of whom are governed by a separate policy. Compliance with this policy will be required as a condition of employment for qualified applicants and for continued employment for persons employed. The cost of drug testing contract employees is to be borne by the contractor.

### SAFETY AND/OR SECURITY SENSITIVE POSITIONS

For the purposes of random testing of employees, the following definitions apply:

*Safety-sensitive* refers to a position which requires as part of that employee's assigned duties, primary or specific, the operation or maintenance of a motor vehicle; or responsibility for supervising or attending children on a motor vehicle used to transport students to and from school; or inspecting, servicing, maintaining or using gas fired equipment or gas utility systems; or responsibility for using, fixing, or operating tools, equipment or machinery that may place that person or others in a dangerous situation; or responsibility for handling drugs, weapons, or potentially hazardous chemicals; or responsibility in any way with food preparation. An employee who has the responsibility of supervising, either directly or indirectly, employees who perform any of the above described duties shall also be considered as occupying a *safety-sensitive* position.

*Security-sensitive* refers to a position which requires that a School Board employee perform or be responsible for performing, primarily or specifically, duties which may include the need to employ deadly force and which are directly related to the security of employees, students, a school, or another facility of the Morehouse Parish School Board, and which, if not performed properly, could result in serious injury or death to the employee, student, other employees or the general public. An employee who has the responsibility of supervising, either directly or indirectly, employees who perform any of the above described duties shall be considered as

occupying a *security-sensitive* position.

The following positions are hereby designated as safety-sensitive or security-sensitive positions: any person who operates a School Board vehicle; persons directly employed by the School Board who supervise or attend to children in any vehicle used to transport school children; security guards or personnel; maintenance department employees who inspect, repair, or in any other manner service any equipment, pipeline or apparatus which uses natural or propane gas or is connected to natural or propane gas; any operator of tools, equipment or heavy machinery; and any person that may come in contact with drugs, weapons, or hazardous chemicals, ~~which may include administrators, teachers, and custodial personnel; any food service technician; and all who exercise any supervision over such persons.~~ Safety-sensitive positions also include all individuals employed at schools including the principal, assistance principal, administrative assistant, activities coordinator, secretary, bookkeeper, counselor, teacher, paraprofessional, facilitator, assistant to facilitator, nutrition manager, nutrition technician, custodian and any individual, whether based at a school or some other location, who provides services in conjunction with direct contact with a student or students and all maintenance employees and bus shop mechanics and bus aides. Persons in any of the above positions shall be subject to unannounced random alcohol/drug testing. A positive confirmatory test as a result of random testing may require the employee to undergo treatment at the employee's expense or be subjected to disciplinary action.

#### DEFINITIONS

A "drug" is defined under this policy as any substance considered illegal or controlled by the U. S. Food & Drug Administration, and by any law of the United States or the State of Louisiana, and any substance the possession or which is made unlawful without a prescription under the laws of the United States or the State of Louisiana, and any substance the possession of which is made unlawful without a prescription under the laws of the United States or the State of Louisiana, and alcohol.

~~"Safety sensitive positions" include all individuals employed at schools including the principal, assistance principal, administrative assistant, activities coordinator, secretary, bookkeeper, counselor, teacher, paraprofessional, facilitator, assistant to facilitator, nutrition manager, nutrition technician, custodian and any individual, whether based at a school or some other location, who provides services in conjunction with direct contact with a student or students and all maintenance employees and bus shop mechanics and bus aides. This policy does not apply to drug testing for school bus operators who are governed by a separate policy.~~

#### DRUGS TO BE TESTED FOR

Forensic urine testing shall be performed for all of the following classes of drugs: marijuana, opiates, cocaine, amphetamines, phencyclidine and/or any of the controlled dangerous substances as listed in Schedules I, II, III, IV or V of the Louisiana Revised Statute 40:964, as may be amended.

A testing showing the presence of any amount of a drug, except alcohol, shall be considered a positive. In regard to alcohol, a test shall be considered positive if the employee's blood alcohol concentration is 0.04% or more by weight based on grams of alcohol per 100 cubic centimeters of blood.

Any employee who is tested pursuant to this policy and has been or is taking prescription medicine must provide verification to the medical review officer, or such person as the medical review officer may designate, as requested or required by the medical review officer.

### ALCOHOL USE OR IMPAIRMENT IN THE WORKPLACE AND ALCOHOL TESTING

Use of alcohol in the workplace and/or possession, concealment, promotion or sale of alcoholic beverages in the workplace is strictly prohibited. Use of alcohol while driving a school bus or school board vehicles whether on or off duty is strictly prohibited. Any employee whose off-duty use or abuse of alcohol results in excessive absenteeism or tardiness or is the cause of or a contributing factor in accidents or poor work performance will be subject to disciplinary action up to and including discharge from employment.

### TYPES OF DRUG TESTING

1. Post-Accident - As a condition of continued employment with the Morehouse Parish School Board, all employees shall be governed by the "post-accident drug and alcohol testing policy" previously adopted by the Morehouse Parish School Board.
2. Reasonable Suspicion Testing - A supervisor may reasonably suspect that an employee illegally uses drugs or abuses legal drugs or alcohol or violates this policy based upon any or all of the following: observation of drug use; physical symptoms of intoxication, such as slurred speech, glassy eyes, or breath that smells of alcohol; apparent drug intoxication; abnormal or erratic behavior; investigation, arrest, or conviction for drug - related offenses; reports from reliable, credible sources; or evident that the employee tampered with a previous drug test. Any employee may be required to provide a urine, saliva, breath and/or blood sample when such a reasonable suspicion arises and a higher level authority concurs with the supervisor's suspicion.
3. Random Drug Testing - Random drug testing shall be limited to safety-sensitive positions. Each workday should present such employee in random testing program with a new opportunity of having to produce a sample, with the odds equal for all employees on each new day, regardless of samples previously produced by any of them. Urine samples will be used for random drug-testing (except for alcohol) and blood samples will be used for determination of blood alcohol levels. The Morehouse Parish School Board shall test thirty (30) safety-

sensitive positions on a quarterly basis. The Personnel Supervisor shall set the random date in conjunction with the testing time for the school bus operators.

4. Rehabilitative - Employees found to be using drugs or alcohol in violation of this policy continued employment shall be contingent upon drug and alcohol abstinence to deter relapse. Monitoring for the presence of drug or alcohol use shall be frequent, unannounced, and with urine specimens collected under direct observation. Blood, saliva, breath and/or urine may be used as samples for monitoring drug or alcohol use.
5. Voluntary Testing - Some employees may wish to volunteer to participate in random drug tests. Such employees will volunteer to participate in random, unannounced urine collection.
6. Pre-Employment Screening - Prior to being employed, all new hires will be required to pass a pre-employment drug-screening test as a condition of employment. Any applicant who tests or screens positive shall not be employed.

In all instances of drug testing, the Morehouse Parish School Board shall respect employee privacy in administering this policy.

#### DRUG TESTING PROCEDURES

All testing/screening shall be conducted in accordance with applicable state and federal laws and regulations. Drug testing may include analysis of urine, blood, or hair. Drugs to be tested for may include, but not be limited to the following: cannabinoids, opioids, cocaine, amphetamines, phencyclidine, barbiturates, benzodiazepines, methaqualone, and/or alcohol. All procedures used in drug testing programs including collection, sealing and labeling of samples, chain of custody, storage and transport of specimens, handling of biohazardous wastes, drug testing, reporting of results, review of results and confidentiality of drug testing must be performed in accordance with the laws of the State of Louisiana, including Act 1036 of the 1990 legislature as amended by Act 901 of the 2004 Legislature and all other provisions of Louisiana law as it may be amended from time to time together with all federal law and regulations which are applicable.

The testing dates and testing procedures for the random drug testing shall be identical to those utilized for school bus operators.

#### REHABILITATION POLICY

The Morehouse Parish School Board shall afford the opportunity for an employee to undergo rehabilitation without termination of the employment to any employee whose reasonable suspicion drug test, random drug test or voluntary drug test are certified positive by the medical review officer. The employee shall be expected to examine his or her continued working with the Morehouse Parish School Board and seek appropriate rehabilitative assistance. It will be the employee's responsibility to provide to the

Morehouse Parish School Board's Supervisor of Personnel a written rehabilitation plan from a recognized rehabilitation facility, inpatient and outpatient. An employee who refuses to or does not submit the written rehabilitation plan or does not comply satisfactorily with the referred treatment program under the rehabilitation plan, shall be discharged from employment. If a hearing is required under Louisiana law to terminate the employee, the employee shall only be terminated after the hearing at which it is shown that the employee tested positive for a drug and did not comply with the provisions of this policy. Any employee who returns to service following rehabilitation will be monitored by follow-up drug testing upon his/her return to work up to a period for not exceeding sixty (60) months following return to work. Any employee who receives a second positive drug test shall be terminated. If a hearing is required to terminate the employee, the employee shall only be terminated after hearing at which it is shown that the employee tested positive for a drug on two occasions. The Superintendent shall suspend the employee, with pay, pending any hearing required.

#### REFUSAL TO TAKE TEST OR ADULTERATED SAMPLE

Any employee who refuses to submit to the drug testing as required herein, or who adulterates a sample taken pursuant to the testing as directed by this policy, shall be terminated. If a hearing is required under Louisiana law to terminate the employee, that employee shall only be terminated after the hearing at which it is shown that the employee either refused to submit to the drug testing as required herein or adulterated a sample taken pursuant to the drug testing as required herein. The Superintendent shall suspend the employee, with pay, pending the hearing.

#### CONSENT FORM

Each employee shall sign an Employee Drug Testing Policy Consent Form substantially in the form of the exhibit attached hereto

#### SEVERABILITY

If any section, paragraph, sentence, clause and/or phrase of this policy or the application thereof is declared unconstitutional, unenforceable or invalid by the final judgment of any court of competent jurisdiction, such unconstitutionality, unenforceability, or invalidity shall not affect the remaining sections, paragraphs, sentences, clauses and/or phrases of this policy, since the same would have been enacted by the Morehouse Parish School Board without the incorporation into this policy of any such unconstitutional, unfavorable or invalid section, paragraph, sentence, clause and/or phrase and to that end, the provisions of this policy are declared severable and it is the intention of the Morehouse Parish School Board that if any provision of this policy is capable of two constructions, one of which would render the provisions void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

#### EMPLOYER RESERVATION OF RIGHTS

The Morehouse Parish School Board reserves the right to amend, interpret, change, rescind, or depart from this policy in whole or in part. The employee shall be notified in writing of any such changes.

Ref: 21 USC 812 (*Schedules of Controlled Substances*); 21 CFR 1308.11 et seq. (*Schedules of Controlled Substances*); 49 CFR 40.1 et seq. (*Procedures for Transportation Workplace Drug and Alcohol Testing Programs*); La. Rev. Stat. Ann. §§17:81, 23:897, 23:1601, 49:1001, 49:1002, 49:1011, 49:1012, 49:1015; United Teachers of New Orleans et al. v. Orleans Parish School Board and Jefferson Parish School Board, et al, 142 F.3d 853.

## ALCOHOL AND DRUG ABUSE AND TESTING - EMPLOYEES WITH OFFICIAL DRIVING RESPONSIBILITIES

The Morehouse Parish School Board, as a result of its responsibilities to its employees and to the public it serves, has a compelling obligation to eliminate illegal drug and alcohol use from its workplace. The School Board recognizes the increased risks and dangers when employees use drugs in the workplace. It is the intent of this policy to comply with current Federal and State statutes, and U.S. Department of Transportation regulations concerning drugs in the workplace and drug-testing of employees.

### APPLICATION

This policy shall apply to all present and future full or part time drivers, driver applicants, contract drivers, volunteers, auxiliary and any other personnel employed by or representing the School Board when driving a School Board vehicle or while driving their own or a contract/rented vehicle on School Board business. The School Board shall require compliance with this policy as a condition of employment, continued employment, and continuation of contractual agreements with the School Board in the capacity of a driver. The School Board shall pay the costs of any alcohol or drug tests that it may require.

The provisions of this policy shall apply to all School Board property including but not limited to School Board land, offices, buildings, structures, installations, work locations, and all fixtures, machinery, and equipment herein. This policy shall also apply to all owned, leased, or used automobiles, trucks, vehicles, equipment, or other transportation used at or while traveling to and from School Board property during the performance of School Board business.

### PROHIBITIONS

Notification shall be provided to all driver applicants, School Board drivers, any employee driving on School Board business, and visitors that the unlawful use, abuse, confirmed presence in the body, possessions, manufacture, distribution, dispensation, transfer, storage, concealment, or sale of legal and illegal drugs, controlled substances, alcoholic beverages, weapons, stolen property, or drug related paraphernalia is strictly prohibited during the course and scope of School Board business and/or while on or using School Board property.

More specifically prohibited substances include:

**Illegal Drugs** such as, but not limited to, cannabinoids (marijuana, pot, dope, hashish), cocaine (coke, rock, crack, or base), LSD (acid), PCP (angel dust), MDMA (ecstasy), opiates (heroin, smack, black stuff, black tar, opium, morphine), and any other illegal or unlawfully obtained drug.

**Designer and Synthetic Drugs** such as but not limited to, ice, ice cube, crank, china white, synthetic heroine, MDA, Adam, Eve, Love Drug, and any other drugs that are made by altering the molecular structure of both legal and illegal drugs to create a drug not expressly banned by Federal law.

**Unauthorized or Prohibited Drugs** such as but not limited to, nonprescription stimulants, amphetamines, tranquilizers, barbiturates, or any other tablets, capsules, powders, liquids or inhalants containing substances which are regulated by state or federal law or which are intended to mimic such controlled substances. The term unauthorized includes prescription drugs not legally obtained or not being used for prescribed purposes. The term unauthorized also includes any abnormal or dangerous substance which may affect or alter a person's perception, performance, reflexes, reaction time, motor skills, mood, or judgment while working.

**Prescription and Over the Counter Medications** including legally obtained controlled substances. Abuse of a prescribed controlled substance or use of a prescribed controlled substance not prescribed for the employee or employment applicant is prohibited. Employees and others covered by this policy may maintain prescription drugs and over the counter medications on School Board premises provided:

1. The prescription drugs are prescribed by an authorized medical practitioner for use by the person in possession within the past twelve (12) months and the medication is in its original container. If the medical practitioner is authorizing use of the prescription for a period of longer than twelve (12) months, then a letter from the practitioner is to be placed on file with the School Board Substance Abuse Program Coordinator.
2. Employees take the prescription in the manner prescribed by the prescribing practitioner. The employee must not allow any other person to consume the prescribed drug.
3. Over the counter medications are kept in their original container.
4. Any employee who has been informed that medication could cause adverse side effects while working or where medication indicates such warning, must inform his/her supervisor prior to using such substances on the job. The School Board at all times reserves the right to have a licensed physician determine if use of a prescription drug or medication impairs the employee or in any way makes it unsafe for him/her to perform the duties of his/her job. In the event of such a finding, the School Board may, with permission, check with the employee's physician to see if alternative medications may be available which would not affect the employee's ability to work safely. The employee may use sick days in the event this situation originates.

**Drug Related Paraphernalia** is any unauthorized material, equipment, or item used or designed for use in the ingesting, injecting, inhaling, manufacturing, testing, storing or packaging of a prohibited substance.

## ENFORCEMENT

In order to accomplish the objectives of this policy, the School Board reserves the right, at all times and in any work area, when circumstances warrant or reasonable cause exists, to conduct unannounced reasonable searches and inspections of School Board facilities. These searches shall be conducted by authorized supervisors or search personnel, including drug detection dogs. The areas open to search include but are not limited to lockers, briefcases, desks, boxes, lunch boxes, tool chests, vehicles, and other employee's personal effects.

The School Board also reserves the right, in certain circumstances, to require employees to submit to medical or physical examinations or tests. These procedures may be required at any time as a condition of employment or continued employment. The procedures used may include, but are not limited to, urine drug tests, blood alcohol tests, breathalyzer tests, or other medical examination to determine the use of any substance prohibited by this policy or to determine satisfactory fitness for duty. The tests may be announced or unannounced and may be utilized under the following circumstances:

**Pre-employment testing** shall be required of any qualified applicant or candidate as a condition of consideration of employment. Testing may also be required prior to being approved to work at certain facilities, work areas, or as required by law or contract.

**Any post-accident occurrence** on the job which requires the evaluation of a physician, or following a serious accident or near miss incident in which safety precautions were violated, or in which School Board property was damaged, may require drug testing of the involved individuals. Drug testing shall be performed in accordance with pertinent regulations.

**Reasonable suspicion** testing shall be conducted when a supervisor has observed signs of possible intoxication or signs of using or being under the influence of prohibited substances, drugs or employee's physical condition or behavior leads the supervisor to have concern for the employee's safety or the safety and well-being of other employees or the public. All supervisory personnel shall take part in a School Board sponsored training program to assist them in identifying and addressing illegal drug or alcohol use by employees or others while working. All drivers shall undergo a substance abuse and policy education program.

**Random testing** shall be used for all employees to detect and to prevent substance abuse. This type of testing is particularly warranted for employees

directly involved with public safety or in security sensitive positions. All employees who drive vehicles owned or contracted by the School Board, whether part time or full time, shall be eligible to be tested.

**Post counseling, post rehabilitation** or return to work medical examinations may include drug tests if the employee is returning to work after a long illness, disabling injury, or after completion of a drug and/or alcohol treatment program.

**Government required testing** may be utilized by the School Board where mandated by the U.S. Department of Transportation, Federal Highway Administration, or other agencies.

**Additional testing** and changes in these testing guidelines may be required because of obligations to meet changes in federal and state drug laws or to meet contractual agreements.

**Collecting and testing procedures** shall conform to all applicable state and federal guidelines and those as prescribed by the U.S. Department of Transportation. All searches, inspections, collections, and maintenance of test records shall be performed with due regard to the individual's privacy. The results of any tests shall be considered confidential and the information shall only be shared with those having a direct need to know and as may be required to support civil or criminal investigations.

**Public Law 102-143 Title V, Omnibus Transportation Employees Testing Act** requires that the School Board comply with certain guidelines in order to limit substance abuse in the workplace. The Law requires the School Board to provide training and continuing education on drug abuse related issues. The School Board shall also provide its employees with a list of resources where the employee may go for drug abuse counseling and rehabilitation. The Law also requires that the employee notify his/her employer of any conviction for drug related offenses within five (5) days of such conviction.

#### POST-ACCIDENT DRUG AND ALCOHOL TESTING

Any event involving a vehicle owned by the Morehouse Parish School Board or operated by an employee of the Morehouse Parish School Board in the course and scope of his/her employment with the Morehouse Parish School Board when the vehicle is damaged or where the operator or any passenger of the vehicle is injured during its operation or where another vehicle or other property is damaged through the use of the vehicle.

Any employee who is involved in a vehicular accident, whether or not the employee or anyone else is injured, will be tested for drugs as defined hereinabove. Employees who have been or are taking prescription medication must provide verification (either by

copy of their prescription or by an original doctor's statement) within twenty-four hours of being tested. The testing will be performed as soon as it is practicable to do so following the vehicular accident.

#### NOTICE OF DISCIPLINARY ACTION FOR POLICY VIOLATIONS

Failure to comply with the provisions of this policy shall be grounds for disciplinary action including but not limited to written reprimands, changes in job assignments, suspensions from work and termination.

An employee shall be subject to immediate termination if the employee refuses to cooperate with any of the enforcement provisions of the policy or is believed to have tampered or purposefully tried to alter the outcome of drug and alcohol tests. Additionally, the employee may be terminated if found using, manufacturing, selling, or distributing drugs or alcohol while on School Board premises. Any employee arrested for a drug related offense shall have five (5) working days from the day of the arrest to notify the School Board. Should an employee at any time be convicted of a drug related offense, they shall be terminated immediately.

#### Positive Results

##### Alcohol: 0.04 or Positive Result

Any employee testing 0.04 or higher on an alcohol test shall be removed from the covered position (driving) and referred to a Substance Abuse Professional. The employee shall be suspended without pay and/or terminated from employment.

##### Alcohol: 0.02 to Less Than 0.04

An employee testing 0.02 to less than 0.04 on an alcohol test shall be prohibited from returning to duty and operating any covered motor vehicle until the start of the driver's next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test. Repeated incidents may result in disciplinary action including terminating from employment.

##### Drugs:

If the covered employee tests positive for non-prescribed use of illegal or controlled illegal substances, then the employee shall be immediately terminated.

If the covered employee tests positive for any other controlled substance that requires a prescription and the employee is not taking the drug pursuant to the prescription, then the employee shall be suspended without pay for a period of seven (7) calendar days or the period of time medically necessary for the body to no longer test positive for the drug or controlled substance, whichever is longer.

In order for the employee to return to work, he or she shall be retested at the end of the suspension period. If the test result is positive, the employee's suspension period shall be converted to termination. If the test result is negative, then the employee shall be able to return to work. The School Board shall thereafter test the employee regularly for drug and alcohol abuse during the employee's remaining employment tenure with the Morehouse Parish School Board. In the event a second positive reading for any drugs on any test within one (1) year after the employee returns to work, the employee shall be terminated.

If marijuana or any other controlled substance is found in the covered employee's vehicle as a result of a search occasioned by the use of undercover agents or other appropriate means, the employee shall be terminated.

If alcoholic beverages, marijuana, or other controlled substances are found in any covered employee's locker, lunch box, or similar container, or on the employee as a result of a search occasioned by reasonable suspicion, then the employee shall be terminated.

Ref: 49 USC 5331 (*The Omnibus Transportation Employee Testing Act*); 49 CFR 10 (*Maintenance of and Access to Records Pertaining to Individuals*); 49 CFR 40.1 et seq. (*Procedures for Transportation Workplace Drug and Alcohol Testing Programs*); 49 CFR 382 (*Controlled Substances and Alcohol Use and Testing*); 49 CFR 391 (*Qualifications of Drivers and Longer Combination Vehicle Driver Instructors*); La. Rev. Stat. Ann. §§17:81, 23:897, 23:1081, 23:1601, 49:1001, 49:1002, 49:1005, 49:1011, 49:1012, 49:1015.

## EMPLOYEE HEALTH AND SAFETY

The Morehouse Parish School Board recognizes the importance of protecting the health and welfare of students, teachers, and other employees of the educational system from the spread of communicable diseases. The transfer of certain diseases by contact with body fluids may pose a health risk to students, teachers and employees. Therefore, decisions regarding the type of educational and care setting for an infected person should be based on the behavior, neurologic development, and physical interaction with others in that setting. The risk in the school setting should also be considered since children may have a greater risk of encountering infectious agents in a school setting than at home.

It is the responsibility of each and every employee to conduct themselves in a safe and orderly manner. All employees should follow safe operating practices.

Unanticipated events that may quickly escalate into tragic or catastrophic school-wide situations should be dealt with in accordance with the School Board's *Crisis Management* plan in order to protect the welfare, safety and care of students and staff.

### HANDLING BODY FLUIDS IN SCHOOL

All personnel shall be required to follow specific guidelines in the handling of body fluids in the school setting. While the risk of infection may be low, contact with body fluids shall be minimized. Employees who fail to use the precautions outlined in policy *GAMFB, Guidelines for Handling Body Fluids in School*, may be subject to disciplinary action.

Ref: 20 USC 1400-1482 (*Education of Individuals with Disabilities*); La. Rev. Stat. Ann. §§17:416.16, 17:436, 17:437; Health and Safety, Bulletin 135, Louisiana Department of Education.

## EMPLOYEE COMMUNICABLE DISEASES

The Morehouse Parish School Board recognizes the importance of protecting the health and welfare of students, teachers, and other employees of the educational system from the spread of communicable diseases.

*A communicable disease* shall be defined as a persistent or recurring infection which may be potentially transmitted to a susceptible person by contact with an infected individual.

When reliable evidence or information from a public health officer or physician confirms an employee of the School Board has a communicable disease or infection that is known to be spread by any form of casual contact and is considered a health threat to the school population or work environment, the Superintendent may exclude such person from school or employment for not more than five (5) days, or the amount of time required by state or local public health officials. Such staff member shall be excluded unless the public health officer approves return to employment or the condition is no longer contagious.

When reliable evidence or information from a public health officer or physician confirms a staff member has a communicable disease or infection that is known not to be spread by casual contact, the decision as to whether or not the affected person shall remain in school or the employment workplace shall be addressed on a case-by-case basis by a *Review Panel* to ensure due process.

Infected employees shall inform appropriate school officials of the infection so that proper precautions for the protection of the students, other employees, and the infected employee can be taken. Failure to do so may be grounds for termination of employment.

Irrespective of the disease presence, routine procedures shall be used and adequate sanitation facilities shall be available for handling blood or body fluids within the school setting or on school buses. School personnel shall be trained in the proper procedures for handling blood and body fluids and these procedures shall be strictly adhered to by all school personnel (see policy *GAMFB, Guidelines for Handling Body Fluids in School*).

### REVIEW PANEL

Communicable diseases that are known not to be spread by casual contact shall be addressed on a case-by-case basis by a *Review Panel*. Membership of the *Review Panel*, procedures for convening the *Review Panel*, and the process used to review the case shall be as outlined in *Health and Safety*, Bulletin 135, Louisiana Department of Education.

The Superintendent shall provide a written decision to the affected party within three (3) operational days (i.e. a day when the School Board Central Office is open for business)

after the *Review Panel* convenes. The written decision shall convey information brought out during the review process and include the rationale for the decision concerning attendance at work by the employee.

### APPEALS

Appeals may be made by the affected employee in writing to the Superintendent and subsequently to the School Board as outlined in *Health and Safety*, Bulletin 135, Louisiana Department of Education. If the written decision of the Superintendent is contrary to the majority opinion of the *Review Panel*, a majority of the *Review Panel* has the right to appeal the decision in the same manner as outlined in Bulletin 135.

### CONFIDENTIALITY

All persons involved in procedures to assess attendance at work of an employee with a communicable disease that is not spread by casual contact shall be required to treat all medical information about the employee, proceedings, deliberations, and documents as *confidential information*. Records of the proceedings and the decisions shall be kept by the Superintendent in a sealed envelope with access limited to only those persons receiving the consent of the infected person, in accordance with state or federal law.

Before any medical information is shared with anyone in the school or work setting, a "Need to Know" review shall be made which includes the employee or his/her representative, unless the information is required to meet the mandates of federal or state law or regulation, or Louisiana Board of Elementary and Secondary Education (BESE) policy.

Ref: 20 USC 1400-1482 (*Education of Individuals with Disabilities*); La. Rev. Stat. Ann. §§17:81, 17:170, 17:437, 17:1941; *Health and Safety*, Bulletin 135, Louisiana Department of Education.

## GUIDELINES FOR HANDLING BODY FLUIDS IN SCHOOL

The Morehouse Parish School Board shall require all personnel to follow specific guidelines in the handling of body fluids in the school setting. While the risk of infection may be low, contact with body fluids shall be minimized. Employees who fail to use the precautions outlined in the guidelines for handling body fluids may be subject to disciplinary action.

The body fluids of all persons should be considered to contain potentially infectious agents (germs). The term *body fluids* includes: blood, semen, drainage from scrapes and cuts, feces, urine, vomitus, respiratory secretions (e.g., nasal discharge) and saliva. Contact with body fluids presents a risk of infection with a variety of germs. In general, however, the risk is very low and dependent on a variety of factors including the type of fluid with which contact is made and the type of contact made with it.

The following table provides examples of particular germs that may occur in body fluids of children and the respective transmission concerns. The body fluids with which one may come in contact usually contain many organisms, some of which may cause disease. Furthermore, many germs may be carried by individuals who have no symptoms of illness. These individuals may be at various stages of infection: incubating disease, mildly infected without symptoms, or chronic carriers of certain infectious agents including the AIDS and hepatitis viruses. In fact, transmission of communicable diseases is more likely to occur from contact with infected body fluids of unrecognized carriers than from contact with fluids from recognized individuals because precautions are not always carried out.

### TRANSMISSION CONCERNS IN THE SCHOOL SETTING BODY FLUID SOURCE OF INFECTIOUS AGENTS

<u>Body Fluid Source</u>	<u>Organism of Concern</u>	<u>Transmission Concern</u>
Blood -cuts/abrasions -nosebleeds	Hepatitis B virus AIDS virus Cytomegalo virus	Bloodstream inoculation through cuts and abrasions on hands
*Feces -incontinence	Salmonella bacteria Shigella bacteria Rotavirus Hepatitis A virus	Oral inoculation from contaminated hands
*Urine -incontinence	Cytomegalovirus	Bloodstream and oral inoculation from contaminated hands

<u>Body Fluid Source</u>	<u>Organism of Concern</u>	<u>Transmission Concern</u>
Respiratory Secretions -saliva	Mononucleosis Common cold virus Influenza virus	Oral inoculation from contaminated hands
-nasal discharge	Hepatitis B virus	Bloodstream inoculation through cuts and abrasions on hands; bites
*Vomit	Gastrointestinal viruses, e.g., (Norwalk agent Rotavirus)	Oral inoculation from contaminated hands
Semen	Hepatitis B AIDS virus Gonorrhea	Sexual contact (intercourse)

\*Possible transmission of AIDS and Hepatitis B is of little concern from these sources. There is no evidence at this time to suggest that the AIDS virus is present in these fluids.

#### 1. Contact with Body Fluids

When possible, direct skin contact with body fluids should be avoided. Disposable gloves should at least be available in the office of the custodians, nurses, or principal. It is recommended that gloves be available in every classroom, and convenient to teachers on playground duty. Gloves are recommended when direct hand contact with body fluids is anticipated (e.g., treating bloody noses, handling clothes soiled by incontinence, cleaning small spills by hand). Gloves used for this purpose should be put in a plastic bag, and sprayed with a solution of 1 part bleach to 10 parts water, mixed fresh, and disposed in a lined trash can, secured, and disposed of daily.

#### 2. Direct Skin Contact

In many instances, unanticipated skin contact with body fluids may occur in situations where gloves may be immediately unavailable (e.g., when wiping a runny nose, applying pressure to a bleeding injury outside the classroom, helping a child in the bathroom). In these instances, hands and other affected skin areas of all exposed persons should be routinely washed with disinfectant soap and water for a full three (3) minutes after direct contact has ceased. Clothing and other non-disposable items (e.g., towels used to wipe up body fluid) that are soaked through with body fluids should be rinsed and placed in plastic bags. If

presoaking is required to remove stains, (e.g., blood, feces), use gloves to rinse or soak the item in cold water prior to bagging. Clothing should be sent home for washing with appropriate directions to parents/teachers. Contaminated disposable items (e.g., tissues, paper towels, diapers), should be handled as with disposable gloves.

### 3. Removing Spilled Body Fluids from the Environment

Most schools have standard procedures already in place for removing body fluids (e.g., vomitus). These procedures should be reviewed to determine whether appropriate cleaning and disinfection steps have been included. Many schools stock sanitary, absorbent agents specifically intended for cleaning body fluid spills. Disposable gloves should be worn when using these agents. The dry material is applied to the area, left for a few minutes to absorb the fluid, and then vacuumed or swept up. The vacuum bag or sweepings should be disposed of in a plastic bag. Broom and dustpan should be rinsed in a disinfectant. No special handling is required for vacuuming equipment.

### 4. Hand Washing Procedures

Proper hand washing requires the use of soap and water and vigorous washing under a stream of running water for approximately one minute.

Soap suspends easily removable soil and microorganisms allowing them to be washed off. Running water is necessary to carry away dirt and debris. Rinse under running water. Use paper towels to thoroughly dry hands.

Should an ungloved person have any contact with bodily fluids, the person having contact should wash his/her hands for a full three (3) minutes using disinfectant soap and water.

### 5. Disinfectants

An intermediate level disinfectant should be used to clean surfaces contaminated with body fluids. Such disinfectants will kill vegetative bacteria, fungi, tuberculosis bacillus and viruses. The disinfectant should be registered by the U. S. Environmental Protection Agency (EPA) for use as a disinfectant in medical facilities and hospitals.

Various classes of disinfectants are listed below. Hypochlorite solution (bleach) is preferred for objects that may be put in the mouth.

- A. Ethyl or isopropyl alcohol (70%)
- B. Phenolic germicidal detergent in a 1 per cent aqueous solution (e.g., Lysol\*)

- C. Sodium Hypochlorite with at least 100 ppm available chlorine (½ cup household bleach in 1 gallon water, needs to be freshly prepared each time it is used)
- D. Quaternary ammonium germicidal detergent in 2 per cent aqueous solution (e.g., Tri-quat\*, Mytar\* or Sage\*)
- E. Iodophor germicidal detergent with 500 ppm available iodine (e.g., Wescodyne\*)

\*Brand names used only for examples of each type of germicidal solution, and should not be considered an endorsement of a specific product.

#### 6. Disinfection of Hard Surfaces and Care of Equipment

After removing the soil, a disinfectant is applied. Mops should be soaked in the disinfectant after use and rinsed thoroughly or washed in a hot water cycle before rinse. Disposable cleaning equipment and water should be placed in a toilet or plastic bag as appropriate. Non-disposable cleaning equipment (dust pans, buckets) should be thoroughly rinsed in the disinfectant. The disinfectant solution should be promptly disposed down a drain pipe. Remove gloves and discard in appropriate receptacles.

#### 7. Disinfection of Rugs

Apply sanitary absorbent agent, let dry and vacuum. If necessary, mechanically remove with dust pan and broom in disinfectant. If necessary, wash brush with soap and water. Disposal of nonreusable cleaning equipment shall be as noted above.

#### 8. Laundry Instructions for Clothing Soiled with Body Fluids

The most important factor in laundering clothing contaminated in the school setting is elimination of potentially infectious agents. Clothing soaked with body fluids should be washed separately from other items. Presoaking may be required for heavily soiled clothing. Otherwise, wash and dry as usual. If the material is bleachable, add two (2) cups of household bleach to the wash cycle. If the material is not colorfast, add two (2) cups of non-hypochlorite solution to the wash cycle.

Ref: Information and Guidelines: Prevention of Disease Transmission in Schools, Acquired Immune Deficiency Syndrome (AIDS), State of Connecticut, Department of Education and Department of Health Services, March 1985; Health and Safety, Bulletin 135, Louisiana Department of Education.

## HEALTH EXAMINATIONS

The Morehouse Parish School Board, through the Superintendent or his/her designee, may require an employee to have a medical examination whenever there is evidence the employee's condition warrants such action, or there is concern for safety. Examinations may also be conducted to determine adequacy of job performance or to meet requirements of state or federal laws. All examinations conducted shall conform to all state and federal requirements.

The physician shall be designated by the Superintendent and/or his/her designee, and the cost of the examination shall be paid by the School Board. The School Board may be entitled to reimbursement from an employee for the costs of such employee's or applicant's pre-employment medical examination or drug test, however, if the employee terminates the employment relationship sooner than ninety (90) working days after the first day of work or never reports to work, unless there is a substantial change made to the employment by the School Board.

### BUS OPERATOR

Prior to the opening of each school session, each employed school bus operator, regular, substitute, or activity bus operator shall be required to submit to the Superintendent and/or his/her designee a certificate from a licensed physician on forms furnished by the School Board, stating that the operator has been examined and is free from any ailment, disease, or defect that would adversely affect his/her ability to safely operate a school bus. Such certificate should be submitted within fifteen (15) days prior to the opening of school, and the cost of said examination shall be paid by the School Board.

In addition, if the Superintendent determines after investigation that a bus operator's health may be adversely affecting his/her ability to perform his/her duties at whatever age, then the Superintendent may require that the operator submit to a physical examination by a physician of the Superintendent's choosing, to assist in assessing the bus operator's health and possible effects on operation of the vehicle.

Ref: 42 USC 12101 et seq. (*Title I, Americans With Disabilities Act*); La. Rev. Stat. Ann. §§17:81, 17:491, 17:491.2, 23:897.

## GUIDELINES FOR BREAKING UP FIGHTS

The Morehouse Parish School Boards recognizes that staff may occasionally need to intervene when students fight. When fights occur, the following guidelines shall be observed:

- Never ignore aggression. If ignored, small acts of aggression can quickly grow to more violent aggression.
- Go toward the scene of the violence. Sometimes just the presence of an adult will stop a potentially violent situation.
- Quickly review the situation. Try to determine what has happened, who is there, and what is likely to happen. If the situation includes members of rival gangs, send an onlooker for more adults.
- Look to see if there are any weapons present.
- In a strong voice, tell students that they must stop doing what they're doing. Sometimes students are hoping an adult will tell them to stop fighting so they will have a "graceful" way out.
- Tell any onlookers to leave the area. Call students by name if you know them, and tell them specifically where to go. For example, "Brian, go back to your class now!" is more effective than saying, "Everyone get out of here now!"
- Tell onlookers, and those involved in the aggression, the consequences of not following your directions.
- Make a mental note of the names of onlookers.
- Never get between students who are fighting. Approach the students from the side or from behind, with your hands out in front of you to block any flailing limbs from hitting you.
- All school teachers are granted the power to use "reasonable force" in order to prevent pupils from committing acts of violence. The term "reasonable force" covers the broad range of actions used by most teachers at some point in their career that involve a degree of physical contact with pupils.
- Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, at school, on the playgrounds, or during recess. A teacher, administrator, principal, or any other certificated employee of school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a student that a parent would be legally privileged to exercise but which in no event shall exceed

the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

- Separate the participants when it can be done safely. Move participants to a neutral location.
- After the incident, document what happened, share this with other adults as required, and school administrators should notify parents.
- Support victims in any way you can. Get them any help they may need.

## DANGEROUS WEAPONS

Quality education begins with a safe school environment. The presence of firearms or any dangerous weapon on school campuses, at school-sponsored events, or on school buses presents unnecessary opportunities for students, employees, parents, and others to be seriously injured.

Employees of the Morehouse Parish School Board shall be prohibited from bringing firearms, dangerous weapons, explosive or incendiary materials, including, but not limited to brass knuckles, illegal knives, and other dangerous instruments, or any instrument intended or likely to produce great bodily harm, or any sort of instrument or object which may be used in any way as a weapon, onto school campuses, to school-sponsored events or on school buses. No personal firearms shall be allowed, loaded or unloaded, except as otherwise provided herein. Employees who violate this prohibition shall be considered as willfully neglecting their duties and shall be subject to disciplinary action against them, up to and including termination. Others who violate this policy shall be subject to expulsion from School Board property. Any employee aware of another employee possessing a firearm or other dangerous weapon shall report it to a supervisor or administrator, who in turn shall notify the Superintendent or his/her designee.

This policy is not intended to prevent inoperable or mock firearms from being brought to school for education purposes, such as ROTC training, props for drama presentations, gun safety classes, etc. The provisions of this policy shall also not apply to law enforcement officers or school resource officers or security personnel on school property, as well as other exceptions permitted by state law, such as any constitutionally protected activity such as a firearm contained entirely within a vehicle. For purposes of this policy, the term *firearm* is defined to include both instruments which propel shot by the action of gunpowder (i.e., rifles, shotguns) and instruments which propel shot by the action of air (i.e., pellet guns, BB guns).

### FIREARM FREE ZONES

It is unlawful for an employee to intentionally possess a firearm on school property or within 1000 feet of school property, with limited statutory exceptions, or while on a school bus. The area surrounding the school campus or within 1000 feet of any such school campus, or within a school bus shall be designated *firearm-free zones*. The School Board, in cooperation with local governmental agencies, and the Louisiana Department of Education, shall designate and mark *firearm-free zones* which surround all schools and school property.

Ref: La. Rev. Stat. Ann. §§14:2, 14:95, 14:95.2, 14:95.6, 17:81, 32:292.1.

## USE OF TELECOMMUNICATION AND OTHER ELECTRONIC DEVICES

### TELECOMMUNICATION DEVICES

Employees shall be prohibited from using electronic telecommunication devices such as personal cellular telephones, pagers, beepers or other such devices during the workday except during non-duty times, unless otherwise authorized or upon prior approval of their immediate supervisor.

Notwithstanding the above provisions, this policy shall not affect the conduct of law enforcement activities including the use of electronic detection devices, dogs or other means of conducting searches for weapons, drugs, or other contraband in whatever manner is otherwise permitted by law and consistent with School Board policy.

### Guidelines

All Morehouse Parish School Board employees, including teachers, support staff, substitutes, those contracted for services, and visitors, may possess electronic telecommunication devices in any elementary, middle, or high school building, or on the grounds thereof or in any school bus used to transport public school students or during the course of driving a School Board-owned vehicle. However, use of these devices shall be governed by the following provisions:

1. Devices shall not be used during instructional time, while on duty, during professional development/in-services, or in the presence of students unless authorized by the Superintendent, principal, or his/her designee, except in an emergency. An *emergency* is defined as an actual or imminent threat to public health or safety, which may result in loss of life, injury, or property damage.
2. Camera phones with video and/or still photography capabilities, voice-recording capabilities, or future technological improvements and/or equivalent equipment shall not be used unless authorized by the Superintendent, principal, or his/her designee.
3. During the weeks of state testing (including end-of-course tests), phones and other electronic telecommunication devices (with or without cameras) shall be prohibited in the same room with secure testing materials.
4. District level personnel visiting any school site or attending any school/district related meeting shall turn off their cell phones, or put them or other electronic telecommunication devices on vibrate or silent, as authorized by their immediate supervisor.
5. Employees shall not make or receive cellular phone calls during any professional meetings which they are required to attend, i.e., faculty meetings, department

meetings, in-service sessions, etc.

6. Employees may not make or receive cellular phone calls during any time that they are driving School Board-owned vehicles. The School Board recognizes that there may be employees in transit who are required to maintain contact with their departments/schools while driving a vehicle. Any employee who is contacted by their department/school while driving a vehicle should come to a complete stop at a safe place as soon as possible and respond to the call in a timely manner.

#### Exceptions

School administrators and supervisors may be permitted to carry cell phones in sight due to administrative and safety responsibilities. It is suggested that the phone be in the vibrate mode and used out of the sight of students whenever possible. No personal use of the cell phone shall be allowed except as provided above for the teachers and staff.

#### EMPLOYER PROVIDED CELLULAR PHONES

The Morehouse Parish School Board may provide cell phones to selected employees to ensure the safety of the educational community and school clientele, as well as to enhance all facets of school operations and procedures to improve the efficiency of the school district. The Superintendent shall designate those employees who may be issued cell phones, based on the employees' duties and responsibilities.

Cell phones shall not be a personal benefit, nor a primary mode of personal communication. Cell phones must be used for school-related business **only**.

School Board personnel may monitor use of the School Board-owned cell phones on a monthly basis for propriety and reasonableness of phone use.

#### ELECTRONIC RECORDING DEVICES

No employee of the Morehouse Parish School Board shall utilize an electronic recording device to surreptitiously record a telephone or face-to-face conversation with any other person while the employee is on duty or where the communication concerns school matters. To ensure compliance with this policy, and to protect the privacy rights of the individual who is subject to the use of a recording device, a school employee shall, prior to the initiation or use of any recording device to monitor a conversation with a third party, advise the third party that the conversation is being recorded and shall request the permission of the third party to record the conversation, which advice and consent for the recordation shall be documented at the beginning of the recordation of any such conversation. If permission to record is denied by the third party, no employee shall surreptitiously record a conversation with any third party.

This policy shall have no application to the following:

1. A recording made at the direct request and in conjunction with a member of a law enforcement agency pursuant to the investigation of criminal conduct by that agency;
2. A recording made to preserve a criminal threat of personal injury or property damage by a third party, i.e. a bomb threat or threat to physically harm a teacher, student or other person;
3. Due process hearings for employees or students where recordation of the proceedings is required by state law or School Board policy, such as student suspension or expulsion hearings at the Superintendent level.

Ref: La. Rev. Stat. Ann. §§14:40.3, 17:81, 17:239.

## **ELECTRONIC COMMUNICATIONS BETWEEN EMPLOYEES AND STUDENTS**

The Morehouse Parish School Board shall require that all communications between employees and students be appropriate and in accordance with state law. All electronic or any other communications by employees to students at any time shall be expected to be professional, acceptable in content to any reasonable person, and limited to information that is school-related or is acceptable to both student and parent.

All electronic communication, including electronic mail, by an employee of the Morehouse Parish School Board to any student enrolled in a school under the jurisdiction of the Morehouse Parish School Board, shall use a means provided by or otherwise made available by the School Board for this purpose. All such communication shall be relative to the educational services provided to the student. The School Board shall prohibit the use of any means to electronically communicate with a student that is not related to such educational services, except communication with an immediate family member if such communication is specifically authorized by the School Board. The Superintendent shall be responsible for developing, maintaining and implementing administrative regulations and procedures addressing employee electronic communications with students.

The School Board recognizes the limitations of its communication system and the convenience associated with employees utilizing their own personal electronic communication devices for relaying information and assignments to their students. The School Board shall permit its employees to use their own personal electronic communication devices for communications between the employee and the employee's students, provided the communications are for an educational purpose and the communication is timely reported to the building administrator.

Any electronic communication made by an employee of the Morehouse Parish School Board to a student enrolled at any school under the jurisdiction of the Morehouse Parish School Board or that is received by an employee from a student enrolled at any Morehouse Parish public school using a means other than one provided by or made available by the School Board shall be reported by the employee, it shall be reported by the employee to the school principal at which the employee works or if the employee is not employed at a school to his/her department head or to the Supervisor of Child Welfare and Attendance. The report must be in writing and must be made within two (2) days of the electronic communication. The principal shall deliver any report to the Supervisor of Child Welfare and Attendance. The Supervisor of Child Welfare and Attendance shall retain records of each reported communication for a period of at least one (1) year.

The approved means of electronic communication with students shall be: School Board authorized email, School Board sponsored teacher websites, school websites, School Board provided phones and other electronic communication that is approved by the Superintendent or his/her designee.

The School Board may authorize a school principal, or his/her designee, to permit an employee at the school to contact one or more specifically identified students enrolled at the school and be contacted by such student or students using a means other than one provided by or made available by the school, provided the employee has requested and received permission from the principal, or his/her designee, to do so and has provided documentation in writing to the principal, or his/her designee, stating the purpose or purposes for such contact. Such purposes may include but need not be limited to necessary communications relative to extracurricular activities, student athletic activities, community-based youth activities such as scouting, and faith-based activities such as a youth group sponsored by a religious organization.

If an employee is attending an education-related trip, function or event with students at which electronic communication with students is reasonably necessary for coordination of the trip, function, or event, for the safety of the students, or for some other reasonable purpose, and the electronic communication will or may occur over a period of time not to exceed seven (7) days, then the employee may obtain written permission from the principal or site administrator, in advance of the trip, function, or event, to communicate with student via electronic communication. In order to exercise this option, a parent's written permission to communicate with a student shall be obtained in advance of the trip, function, or event.

#### DEFINITIONS

1. *Electronic Communication* includes any direct communication facilitated by voice or text-based telecommunication devices, or both, computers, as well as those devices that facilitate indirect communication using an intermediate method, including but not limited to Internet-based social networks. It shall also include transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature in whole or in part by wire, radio, electromagnetic, photoelectric, or photo-optical system and pertains to both personal and School Board issued devices.
2. *Electronic mail* – the transmission of text-based information or communication by use of the Internet, computers, a facsimile machine, a pager, a cellular telephone, a video recorder, or any other electronic device or means sent to a person identified by a unique address or address number and received by that person.
3. *Computers* – pertains to any and all computers.
4. *Social networks* – locations on the Internet where users may interact with other users -- examples are Facebook, MySpace, YouTube, and other social networks sites available on the internet.
5. *Improper or inappropriate communications* – any communication between employee and student, regardless of who initiates the communication, that may be viewed as derogatory, sexual or lewd in content, threatening or harassing, discriminatory, simple fraternization, or suggestive in nature.

6. *Educational Services* – direct and indirect classroom instruction, as well as extracurricular activities provided and/or authorized by the Superintendent or his/her designee.

#### NOTIFICATION

The School Board shall ensure that, at the beginning of each school year, each employee, student, and parent, or other person responsible for a student's attendance, be notified of the provisions of this policy and any related administrative procedures, guidelines, or practices regarding communications between employees and students.

The parent or other person responsible for a student's attendance shall also be notified of his/her right to request that his/her child not be contacted through electronic communication by any school employee unless the purpose of such communication is directly related to the child's educational services and is sent to and received by more than one student at the school.

#### INAPPROPRIATE COMMUNICATIONS

The School Board is aware that the reputations and careers of students and educators have been damaged due to inappropriate communications between parties. Therefore, it is the intent of the Morehouse Parish School Board to make all employees and students aware of the expectations and procedures of the School Board in regard to proper use of all telecommunication devices and computers if used to communicate with one another. The policy is not intended to limit the use of technology as an effective teaching tool.

In addition to reporting communication to or from students not made through the means provided by the School Board, employees shall report to their supervisor at the first opportunity available, *any* student-initiated communication that may be construed as inappropriate.

Employees shall be required to comply with all School Board policies, administrative regulations, procedures, and guidelines established regarding direct communications with a student, and any failure to do so may result in disciplinary action, up to and including termination of employment. Extreme circumstances may constitute willful neglect of duty. Should an employee's failure to comply also violate state or federal law, the Superintendent or his/her designee shall report such violation to the proper authorities.

#### VIOLATIONS

Any person may report an alleged violation of this policy. The report of an alleged violation of the policy must be in writing, dated and signed by the reporter and provided to the school principal or department head. If the incident involves a principal or department head, the report should be delivered to the Supervisor of Child Welfare and Attendance or the Superintendent. The person receiving the complaint shall notify the

## Superintendent.

The Superintendent shall appoint a committee to investigate the complaint to include three individuals to consist of the school principal or the Personnel Supervisor, a Curriculum Supervisor, the Title I Supervisor, the Special Education Supervisor or the Supervisor of Child Welfare and Attendance. After the committee is appointed, it shall review the complaint and investigate it fully and provide a written report to the Superintendent within five (5) working days. Within five (5) working days of the receipt of the report, the Superintendent shall contact the reporter and the person who allegedly violated the policy to inform each of them as to the results of the investigation. Confidentiality as to the reporter and the nature of the complaint shall be maintained, consistent with the needs of the investigation into the complaint. Information concerning the complaint, the reporter and the results or progress of the investigation will be on a need-to-know basis, only by those assigned duties to investigate and take action.

The School Board shall prohibit retaliation by any of its employees against anyone who files a report of an alleged violation. This prohibition shall extend to the alleged violator of this policy and/or third parties, who directly or indirectly retaliate an individual reporting a violation.

Violations of this policy or any implementing regulations or procedures may result in discipline of the employee up to and including termination of employment

## MANDATORY REPORTING

Nothing in this policy shall prohibit or deter the mandatory reporting requirements in cases of suspected abuse/neglect as provided for in policy *JGCE*, *Child Abuse*, state, and/or federal law.

## PARENTAL OPTION

Parents shall be notified of the right to request that their child not be contacted through electronic communication by any School Board employee unless the purpose of such communication is directly related to the child's education services and is sent to and received by more than one student. A form authorized by the Superintendent shall be provided to parents for this purpose. Contacting a student when the parents have opted out of individual communication with employees shall be considered a violation of this policy.

## TRAINING

Training sessions on this policy shall be held at least annually for all employees.

Ref: La. Rev. Stat. Ann. §§14:40.3, 17:81, 17:239.

## MISCELLANEOUS CONDITIONS OF EMPLOYMENT

### INSPECTIONS AND SEARCHES

It shall be the policy of the Morehouse Parish School Board to reserve the right to inspect any School Board-owned property including, without limitations, computers, desks, lockers, and similar furnishings at any time, with or without notice, and that personal property an employee may bring onto School Board premises may be subject to inspection, including searches, in connection with the School Board's investigation of stolen property, or the presence of hazardous materials, controlled substances, or the health and safety of employees and students.

As a condition of employment, each employee of the School Board shall acknowledge the School Board's right to conduct such inspections and investigations, and agree to any inspections made, and cooperate in all respects during any such proceedings.

### SECURITY AND CONFIDENTIALITY

It is the policy of the School Board to maintain strict control over entrance to the premises, access to work locations and records, computer information, and cash and other items of monetary value. Employees who are assigned keys, given special access, or assigned job responsibilities in connection with the safety, security, or confidentiality of such records, material, equipment, or items of monetary or business value shall be required to use sound judgment and discretion in performing their duties, and shall be held accountable for any wrongdoing or acts of indiscretion.

Any employee who is suspended from his/her duties or whose employment has been terminated shall surrender the key or keys to any room, file cabinet, desk or locker at the employee's place of work and shall be barred from the classroom or other place of work unless the suspension is later rescinded. Any employee suspended or terminated shall be given a reasonable period of time, in the discretion of the school principal or building administrator, to remove any personal items from the classroom or his/her place of work.

Confidential information obtained as a result of employment with the School Board shall not be used by an employee for the purpose of furthering any private interest, or as a means of making personal gains. Use or disclosure of such information may result in civil or criminal penalties, both for the individuals involved and for the School Board and subject the employee to disciplinary action, up to and including termination.

Ref: La. Rev. Stat. Ann. §17:81.

## CONTRACTS AND COMPENSATION

### CONTRACTS

Contracts of employment between eligible employees and the Morehouse Parish School Board shall be executed for a specified period of time and compensation, in accordance with state law. Teachers shall be required to sign a contract each scholastic year.

Unless otherwise stipulated, 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 between the School Board and employee shall be legally binding upon both parties. Teachers without tenure shall be required to have a written contract. Teachers who have gained tenure may not be required to sign a written contract each scholastic year, but shall be required to sign such employment contracts at intervals as may be determined. 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 School Board, shall constitute a breach of contract against which legal action may be taken by the School Board and the employee dealt with accordingly. The School 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 School Board.

The Superintendent shall sign each teacher contract.

### Performance Contracts

Any person promoted to a position higher than a teacher, including administrative and supervisory personnel in positions that require certification, shall be hired under the terms of a performance contract of not less than two (2) nor more than four (4) years, except when such employment is for a temporary position. The School 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.

### COMPENSATION

#### Salary Schedules

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

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

1. Effectiveness, as determined by the performance evaluation program as provided in La. Rev. Stat. Ann. §§17:3881 through 3905.
2. Demand, inclusive of area of certification, particular school need, geographic area, and subject area, which may include advanced degree levels.
3. Experience.

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

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

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

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

#### 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.

A year of teaching experience shall be granted if the person was employed for at least ninety-one (91) instructional days, or the equivalent of fifty percent (50%) plus one (1) day of the number of student instructional days contained in the school calendar where the teacher was employed, during one scholastic year, excluding holidays, as verified by the Superintendent. However, not more than one (1) year of experience shall be granted for a period inclusive of twelve (12) consecutive calendar months. All experience must have been on a full-time basis.

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 an employee who holds a valid Louisiana teaching certificate and is employed or has been employed by another public school system in the state.

#### 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 for the advanced degree or training beginning with the next school semester after all necessary documentation has been recorded 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 retiree who is reemployed as a full-time teacher shall be based on the salary schedule which accounts for all prior years of teaching service and pertinent

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

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

### School Employees

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

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

### SALARY SUPPLEMENTS/STIPENDS

The School Board, at its discretion, may permit the payment of salary supplements or stipends to certain personnel who assume special duties. Salary supplements/stipend payments made to eligible employees (i.e. those employees who are actively employed on scheduled payroll date, with applicable federal and state taxes, Medicare tax and pension contributions deducted from the gross amount) shall be based upon recommendations from the Superintendent to the full School Board for consideration and/or adoption.

Ref: 29 USC 201 et seq. (*Fair Labor Standards Act of 1938, as amended*); La. Rev. Stat. Ann. §§11:710, 17:81; 17:83, 17:84, 17:84.1, 17:411, 17:413, 17:414, 17:418, 17:419, 17:419.2, 17:421.4, 17:422.6, 17:423, 17:424, 17:424.2, 17:424.3, 17:444, 17:491, 17:492, 17:496, 17:496.1, 17:497, 17:497.1, 17:498, 17:1203 17:3881, 17:3882, 17:3883, 17:3884, 17:3901, 17:3902, 17:3903, 17:3904; Harrah Independent School District v. Martin, 99 S. Ct. 1062 (1979); Garcia v. San Antonio Metropolitan Transit Authority et al., 105 S. Ct. 1005 (February 1985); Wright v. Caldwell Parish School Board, 30.448 (La. App. 2 Cir. 6/16/99).

## COMPENSATION GUIDELINES/OVERTIME

The Morehouse Parish School Board, for purposes of accurate and timely wage and salary determinations, and in an attempt to ensure consistency and fairness in the application and interpretation of federal regulations established in the *Fair Labor Standards Act (FLSA)*, sets forth the following guidelines.

### MINIMUM WAGE

The minimum wage paid on an hour-by-hour basis to all Morehouse Parish School Board employees whether full or part time, permanent or temporary shall be at least equal to the federal minimum wage.

### WORKWEEK

A *workweek* is a continuous period of 168 hours in the form of seven consecutive 24-hour periods. The school system workweek begins at 12:01 a.m. each Sunday for all employees and consists of seven (7) consecutive days. Each workweek stands alone for the purpose of determining overtime pay for nonexempt employees.

### WORK SCHEDULES

The work schedule for exempt employees such as principals, teachers and others may vary as to time of reporting and shall continue until professional responsibilities to students, school, and School Board have been completed. Administrative meetings, curriculum development, pupil supervision, assigned duties, parent conferences, group or individual planning, extracurricular activities, School Board and Board Committee meetings may require hours beyond any stated minimum. The Superintendent or his/her designee, consistent with the FLSA and the provisions of this policy, shall define work schedules for nonexempt employees.

### SALARIES

A fixed salary is generally paid to nonexempt employees for hours worked for forty (40) hours in a workweek. Nonexempt employees who have a work schedule of fewer than forty (40) hours in a workweek shall not be paid overtime compensation unless the employee works more than forty (40) hours in a workweek. Such employees shall be paid their regular rate of pay for time worked up to forty (40) hours.

### PART TIME IN DIFFERENT CAPACITY

Should individuals be employed in one capacity but voluntarily work part time in a different capacity on an occasional or sporadic basis, the hours logged in the secondary voluntary capacity shall not be counted as hours worked for overtime purposes.

## CLASSIFICATION OF EXEMPT OR NONEXEMPT EMPLOYEES

The *Fair Labor Standards Act* (FLSA) classifies employees into two (2) groups, as follows:

**Exempt** – Employees who are not eligible to receive overtime compensation. These employees are generally salaried employees whose primary duties are directly related to the management or administrative and business functions within the school system. Learned professionals, such as teachers, are also classified as exempt. Other exempt employees may include, but not be limited to, the Superintendent, directors, supervisors, principals, assistant principals, and degreed professionals.

**Nonexempt** – Employees who are eligible to receive overtime compensation. These employees perform work involving repetitive manual operations, such as maintenance employees, food service employees, janitors and custodians, bus operators, and security personnel. Nonexempt employees may also include office employees who perform non-manual labor, such as secretaries, paraprofessionals, nurses, data-processing operators and technicians, cafeteria managers and staff, bus operators, maintenance staff, accounting and payroll staff.

Utilizing the provisions of and accompanying regulations implementing the *Fair Labor Standards Act*, the School Board shall classify all employees of the school system as *exempt* or *nonexempt* for purposes of determining eligibility for overtime compensation.

## HOURS WORKED FOR OVERTIME REQUIREMENTS

*Hours worked* for nonexempt employees includes all hours during which the individual is required to be on duty - generally from the required starting time to normal quitting time. Meal periods do not count as hours worked unless the individual is required to perform work duties during the meal period. Break periods of twenty (20) minutes or longer do not count as work time. Hours worked do not apply to exempt employees. Exempt employees are excluded from the overtime requirements and their work schedules may include meetings, extracurricular activities, parent conferences, planning time and other responsibilities of the position.

## OVERTIME COMPENSATION

Nonexempt employees who work in excess of forty (40) hours per workweek shall earn compensation at one-and-one-half times their *regular rate* for all hours more than forty (40). However, the School Board shall discourage overtime work (more than forty (40) hours in a workweek) by nonexempt employees.

## OVERTIME HOURS

Overtime hours (more than forty (40) hours worked in a workweek) shall be held to a

minimum consistent with the needs and requirements of sound and orderly administration. The Superintendent or his/her designee shall approve all overtime in advance. Overtime assignments of nonexempt employees shall be permitted only when required by operational necessity. All hours worked by nonexempt employees shall be scheduled and duly authorized. Any hours worked by a nonexempt employee over forty (40) hours during the workweek shall be authorized in writing and documented on the *Overtime Request Form* by the building principal or department head prior to the time the work is performed. Forms authorizing overtime shall be signed by the building principal or department head and submitted to the Personnel Office on a weekly basis. Unauthorized overtime shall not be tolerated. All supervisory personnel shall monitor overtime use on a weekly basis and report such use to the Superintendent or his/her designee.

#### Flexible Time

Principals, supervisors, or department heads may need to adjust daily schedules of nonexempt employees to prevent nonexempt employees working more than forty (40) hours in a workweek.

#### Recording Overtime Hours

Accurate and complete time sheets and/or records of the actual hours worked during a workweek shall be signed by each nonexempt employee and supervisor and submitted with other payroll information to the Personnel Office.

Building principals, department heads and other supervisors shall be subject to discipline for allowing nonexempt employees under their supervision to work more than forty (40) hours in a workweek without the Superintendent's or his/her designee's advance approval. Nonexempt employees shall not be permitted to begin their duties prior to their scheduled start time and supervisors shall monitor sign-in procedures to prevent such employees performing duties prior to the start time.

#### EMERGENCY OVERTIME

During a state of emergency or imminent threat of disaster as declared by the Governor of the State of Louisiana, Morehouse Parish, the Louisiana Office of Emergency Preparedness or the Morehouse Parish Emergency Management Director ("Declared Emergency"), the Superintendent or his/her designee may close schools and/or other facilities. The resources of the school system may also be called upon to assist in protecting the health and safety of the citizens of Morehouse Parish and the neighboring communities. The School Board may also find it necessary to utilize employees to protect the School Board's improved property or to assist in preparing the schools to open after a "Declared Emergency."

All nonexempt employees who are called upon to perform disaster related emergency

work during the time of the Emergency shall be paid a supplemental salary benefit equal to their regular rate of pay for the first forty (40) hours worked and time and a half for every hour worked after forty (40) hours.

- The aforesaid payment shall be in addition to his or her regular salary should the School Board decide to pay the salaries of all system employees during the existence of the emergency, whether or not they perform disaster related emergency work.

The duration of the emergency shall be that period from the first day that schools are closed due to the emergency through the day when the Superintendent or his/her designee determines that Morehouse Parish School Board employees must return to work.

#### Parish-Declared Emergency

When the local government declares a State of Emergency, departments shall be authorized to pay overtime at the rate of time and a half for all hours worked in excess of forty (40) per week to non-exempt and exempt employees when the following conditions occur:

1. A Morehouse Parish declaration of a state of emergency, or
2. Requirement by management for employees to work overtime for purposes of response and/or recovery during the emergency, or
3. Requirement by management to work overtime specifically approved by the Superintendent or his/her designee prior to services being performed.

#### COMPENSATORY TIME OFF

Nonexempt employees who work more than forty (40) hours during any workweek may be provided compensatory time (comp time) off. Compensatory time shall be provided at the rate of *one and one-half hours* for each hour of overtime worked. The Superintendent or his/her designee shall approve all compensatory time in advance.

Compensatory time may be accrued up until 240 hours (160 overtime hours). Overtime work beyond this maximum accrual amount shall be paid in cash.

Every effort shall be made to permit the use of compensatory time at the time mutually agreed upon by the individual and employee's supervisor. Nonexempt employees shall be required to use any accumulated compensatory time. However, where the individual's absence would unduly disrupt the school system operations, the Superintendent retains the right to postpone the usage of any compensatory time.

Time off for working on an official holiday shall not be considered compensatory time off but as a delayed holiday. Employees who are required to work on an announced holiday shall be given equal time off within the same fiscal year.

Nonexempt employee's record of compensatory time shall be maintained by the Personnel Office.

### TRAVEL

Ordinary travel time from home to a work site or a school location or vice versa shall not be considered work time. Official travel during an individual's regular working hours shall be considered hours worked.

### LEAVE

Time taken for annual leave, sick leave, leave without pay, or other leave taken for the purpose of jury duty, military assignment, or because of death in the family shall not be counted as hours worked to determine if a nonexempt employee worked more than forty (40) hours in a workweek.

### VOLUNTEERS

A *volunteer* shall be defined as an individual who receives no compensation or who is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered and such services are offered freely and without coercion, direct or implied, from the School Board. If an employee of the School Board wishes to volunteer, the volunteer services must be different from the services the employee is employed to perform. The Superintendent or designee must approve any exception.

### EXCLUSIONS FROM OVERTIME PAY REQUIREMENTS

Executive, administrative, professional and certain computer employees shall be identified as *exempt* from overtime pay if their job duties and salary meet the rules for one or more of the categories of exemption provided by the FLSA and the implementing regulations. A list of the exempt employees shall be maintained by the Personnel Office.

### EXEMPT EMPLOYEE DEDUCTIONS

Deductions from pay shall be permissible when an exempt employee: is absent from work for one (1) or more full days for personal reasons other than sickness or disability; for absences of one (1) or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; for penalties imposed in good faith for infractions of safety rules of major significance; or for unpaid disciplinary suspensions of one or more full days

imposed in good faith for workplace conduct rule infractions. An exempt employee may file a grievance in accordance with the School Board's grievance procedure (policy *GAE, Complaints and Grievances*), if there is a dispute or objection to deduction from pay.

### RECORD-KEEPING

#### Exempt Employees

The following records shall be kept for each employee:

- Name and identifying number
- Home address, including zip code
- Birth date if the employee is less than nineteen (19) years of age
- Sex and occupation in which employed

Teachers shall record daily when they report to work and when they leave work.

#### Nonexempt Employees

The following records shall be kept for each employee:

- Name and identifying number
- Birth date, if younger than nineteen (19) years of age
- Home address, including zip code
- Sex and occupation
- Time and day of week when employee's workweek begins
- Hours worked each day
- Total hours worked each workweek
- Basis on which employee's wages are paid (e.g. "\$6 an hour", "\$220 a week")
- Regular hourly rate
- Total daily or weekly straight-time earnings
- Total overtime earnings for the workweek
- All additions to or deductions from wages paid each pay period
- Total wages paid each pay period
- Date of payment and the pay period covered by the payment

Non-exempt hourly employees shall record daily the time they begin work, take breaks, take lunch periods, and when they leave work. Vacation and sick leave days should also be recorded. Work periods that are not a minimum of thirty (30) minutes shall be reported as hours worked.

### RETENTION OF PAYROLL RECORDS (See also policy *DIE, Retention of Records*)

Records to be preserved for at least three (3) years:

- Payroll records
- Certificates, agreements, plans, notices, etc. (e.g. contracts, written agreements memoranda summarizing the terms of oral agreements)
- Sales and purchase records

Records to be preserved for at least two (2) years:

- Supplementary basic records
- Basic employment and earnings records
- Wage rate tables
- Work time schedules
- Order, shipping and billing records
- Records of additions to or deductions from wages paid
- Records that explain the basis for payment of any wage differential to employees of the opposite sex in the same establishment

### SPECIAL SITUATIONS

*Nonexempt employee* - cannot volunteer to perform work that is part of their normal job duties, for example, a janitor may not volunteer to clean up after school events (ball games) without such time counting as hours worked during a workweek. A janitor could volunteer to coach an athletic team. An employee who is the parent of a child in an activity may volunteer for work similar to their regular duties upon special request and permission, and as authorized by the Superintendent or his/her designee.

*Meetings* - when authorized or required shall be counted as hours worked for nonexempt employees.

*In-Service Training* - when authorized or required shall be counted as hours worked for nonexempt employees.

*Waiver of Rights* - nonexempt employees shall not be allowed to waive their rights under *Fair Labor Standards Act (FLSA)*.

*Students* - Vocational students performing work as part of a curriculum are students and not workers; therefore, wages are not mandatory under FLSA. Students helping in office capacities for short periods of time are volunteers and not employees. The payment of wages is not mandatory under FLSA.

*Release time* - the Superintendent may grant exempt employees release time from their duties in the event of required extended periods of duty due to extreme emergencies such as some natural disasters or man-made disasters. Such release time may not affect the orderly operation of the school system.

*Flexible time (flex time)* - A principal, supervisor, or department head may adjust the hours and schedule of a nonexempt employee within a workweek to avoid an employee working more than forty (40) hours in a workweek. An employee may be given a different reporting time or quitting time due to a scheduled evening requirement during the workweek.

ACKNOWLEDGMENT OF POLICY

Employees shall be provided a copy of this policy and be required to sign a statement to acknowledge their receipt of the policy.

Ref: 29 USC 201 et seq. (*The Fair Labor Standards Act of 1938*, as amended); La. Rev. Stat. Ann. §§17:84.1, 17:418, 17:422.6; Garcia v. San Antonio Metropolitan Transit Authority et al., 469 U.D. 528 (1985).

## POSITIONS

The Morehouse Parish School Board shall determine the number of teachers and other school personnel to be employed. It is the intent of the School Board to activate a sufficient number of positions to accomplish the district's goals and objectives.

The Superintendent shall be delegated the authority to receive or originate recommendations for the School Board for adding new positions and for making revisions and/or adaptations to existing job titles and/or descriptions, or for making adjustments to the system's personnel that will contribute to more efficient operations.

The Superintendent, through the personnel office, shall maintain a comprehensive and up-to-date set of job descriptions of all positions in the school district. These job descriptions shall be kept on file and utilized in conjunction with the current performance evaluation plan. All personnel shall be given a copy of their respective job description when first employed and any time the job description is revised. All personnel shall be required to sign a copy of his/her job description.

### NEW POSITIONS/ADAPTATIONS TO CURRENT JOB TITLES

When any new position is contemplated, a job description shall be prepared for the position. The proposed position shall be evaluated by the Superintendent and the Personnel Office and assigned to a salary range in accordance with the *Salary Schedule*.

It is the prerogative of the Superintendent to receive or originate recommendations for adding new positions and for making revisions and/or adaptations to existing job titles and/or descriptions, or for making adjustments to the system's personnel that will contribute to a more efficient operation. Recommendations will be made to the School Board at a regular or special session. Information to be provided will consist of, but not be limited to, qualifications, job responsibilities, and recommended salary.

It is the duty of the School Board to receive from the Superintendent those recommendations that he/she deems appropriate for consideration. The School Board may act on recommendations at the same meeting at which each is made, or it may direct the matter to an appropriate committee for review and recommendation before taking final action.

Following affirmative action by the School Board on recommendations as cited above, the Superintendent or his/her designee shall then take steps to make those assignments or reassignments that are necessary to comply with the action of the School Board.

Revisions and/or adaptations affecting personnel presently under contract to the School Board shall be in conformity with statutes governing such changes.

Ref: La. Rev. Stat. Ann. §17:54, 17:81, 17:418, 17:3902, 17:3903, 17:3904.

## QUALIFICATIONS AND DUTIES

### TEACHERS

The Morehouse Parish School Board shall require that each teacher hold not less than a bachelor's degree from a regionally accredited college or university to be eligible for employment. Each teacher, including administrative personnel, shall be required to hold a current and valid teacher's certificate issued by the Louisiana Board of Elementary and Secondary Education (BESE) or demonstrate proficiency in meeting all requirements necessary to obtain such a certificate.

A written job description shall exist for every employment position with the Morehouse Parish School Board, depicting the minimum qualifications and the responsibilities necessary for the position.

As part of their work assignment, teachers, as well as other employees, shall perform duties as necessary to reasonably maintain the safety and welfare of students. They shall at all times perform these duties in a reasonably prudent manner. There shall be intensive supervision of all students in areas of high risk, such as indoor or outdoor physical education classes, weight rooms, locker/dressing rooms, chemistry and biology labs, home economics classes, as well as other high risk technical education classes, and extracurricular activities including such things as practices, tutoring, try-outs, field trips, and athletic events.

Certain duties and responsibilities are unique to the school to which the teacher is assigned, as directed by the principal. Teachers may also be required to attend or conduct such other functions or activities of their respective school as deemed appropriate by the principal within the guidelines of their job description and their job responsibilities.

### OTHER PERSONNEL

The Superintendent shall ensure that other school employees, both current and prospective, have proper certification, as applicable, and are qualified for the position to which employed.

Ref: La. Rev. Stat. Ann. §§17:81, 17:413, 17:414, 17:441, 17:3884, 17:3904; Harrah Independent School District v. Martin, 99 S. Ct. 1062 (1979).

## RECRUITMENT

The Morehouse Parish School Board shall make a concerted effort to recruit the best qualified applicants available. Upon creation of a new administrative or supervisory position or a vacancy occurring in an established position, if such positions are not filled by transfer or promotion of qualified personnel, The superintendent or his/her designee shall advertise as is deemed necessary in order that interviews may be conducted and may direct the Personnel Office to prepare a notification outlining the details of the position and procedures for applying. Such notification shall be posted on the School Board's website and other such mediums as the Superintendent and/or his/her designee may determine.

When filling vacancies in positions of authority or those with policymaking duties, the Superintendent or his/her designee, depending on the vacancy, shall not utilize only oral contacts and interviews of applicants considered, or use any other means to circumvent the provisions of state statutes. 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 teaching vacancy shall be submitted to and retained by the Personnel Office for a period of not less than three (3) years. All applications for non-certified positions shall be retained for at least one (1) year.

### 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, termination, 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 disclosure statement as required by law.

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 records.

### CRIMINAL HISTORY OF APPLICANTS

The Morehouse Parish School Board shall require, in accordance with state law, applicants for employment to submit necessary information regarding their backgrounds. Every 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. 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.
2. A person who has been convicted of or has plead *nolo contendere* to crimes listed in La. Rev. Stat. Ann. §15:587.1 shall not be hired as a bus operator, substitute bus operator, or janitor, or as a temporary, part-time, or permanent school employee of any kind.
  - A. The School Board may hire a person as an administrator, teacher, or substitute teacher who has been convicted of or plead *nolo contendere* to a felony not listed in La. Rev. Stat. Ann. §15:587.1(C), who has been found to have submitted fraudulent documentation to the Louisiana Board of Elementary and Secondary Education (BESE) or the Louisiana Department of Education (LDOE) as part of an application for a Louisiana teaching certificate or other teaching authorization, or who has been found to have facilitated cheating on any state assessment if BESE properly issues a teaching certificate or authorization after a formal appeal request submitted by the person.

- B. The School Board may reemploy an administrator, teacher, or other school employee who has been dismissed for conviction of a crime, except a crime listed in La. Rev. Stat. Ann. §15:587.1(C) only upon written approval of the district judge of the parish and district attorney, or upon written documentation from the court in which the conviction occurred stating that the conviction has been reversed, set aside, or vacated. Such statement of approval from the judge and district attorney and any written documentation from the court shall be kept on file and produced upon request by law enforcement.

No later than thirty (30) days after the documentation is placed on file by the school, the school principal shall submit a copy of said documentation from the court to the Louisiana Superintendent of Education.

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, 23:1208.1, 42:1119, 44:12.1, 44:31, 44:31.1, 44:32, 44:33, 44:34; La. Children's Code, Art. 603, 606.

## PROTECTION OF CRIMINAL BACKGROUND INFORMATION

The Morehouse Parish School Board utilizes the Louisiana State Police (LSP) Bureau of Criminal Identification and Information for performing criminal background checks on employment candidates. In order to process criminal background checks utilizing this system, the Morehouse Parish School Board shall:

1. Comply with state and federal laws, rules, regulations, procedures, and policies, including, but not limited to, the most current version of the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy and the Louisiana Noncriminal Justice Agency Guide regarding the access, use, and dissemination of Criminal History Record Information (CHRI).
2. Only use CHRI for the purpose requested as stated in the Louisiana Noncriminal Justice Agency Guide.
3. Obtain and retain any required documents mandated by state or federal law for the purpose of submitting and processing a fingerprint based CHRI background check for each individual request.
4. Establish the necessary security and management controls for the security and confidentiality of CHRI received in accordance with the most current version of the FBI CJIS Security Policy and Louisiana Noncriminal Justice Agency Guide. This includes, but is not limited to:
  - A. Designating a Noncriminal Agency Coordinator (NAC) who will act as liaison between the Morehouse Parish School Board and LSP Bureau. The NAC will receive audit information from the LSP Bureau and serve as the onsite contact person during audits.
  - B. Designating a Morehouse Parish School Board Security Officer who is responsible for ensuring compliance with the terms of this Agreement and state and federal laws, rules, regulations, procedures, and policies regarding access, use, and dissemination of CHRI.
  - C. Ensuring its officers, employees, agents, and any other persons associated with the Morehouse Parish School Board who have access to CHRI, have received security awareness training.
  - D. Ensuring its officers, employees, agents, and any other persons associated with the Morehouse Parish School Board, abide by all state and federal laws, rules, regulations, procedures, and policies

regarding access, use, and dissemination of CHRI; including, but not limited to, any LSP Bureau system(s) approved for use by the Morehouse Parish School Board for the access, receipt, and retention of CHRI. Additionally, the Morehouse Parish School Board acknowledges and understands that the use of this system provides for tracking and monitoring of computer access and location-specific variables, as authorized by federal and state laws, rules, regulations, procedures, and policies, including, but not limited to, the most current version of the FBI CJIS Security Policy and Louisiana Noncriminal Justice Agency Guide as it pertains to CHRI. Tracking and monitoring is to ensure the use, storage, dissemination, and processing of CHRI is completed in an appropriate environment and limited to authorized personnel.

- E. Establishing and implementing minimum screening requirements as required by CJIS Security Policy for its officers, employees, agents, and any other persons associated with the Morehouse Parish School Board who have access to CHRI. No individual may be granted access by the School Board when a felony conviction of any kind exists, unless explicitly approved by the LSP Bureau or CJIS System Officer (CSO).
- F. Restricting access to physical or electronic CHRI to authorized personnel. Physical copies shall be maintained in a controlled, secure environment, such as in a locked cabinet in a room not accessible to all staff and visitors. When a physically secured location cannot be met, electronic media shall be protected with encryption that meets the most current FBI CJIS Security Policy.
- G. Disseminating CHRI only when authorized by state or federal law approved by the U.S. Attorney General.
- H. Ensuring the Morehouse Parish School Board establishes incident response procedures, including an operational incident handling capability for agency information systems, whether physical or electronic. The School Board shall track, document, and promptly report a security incident of physical or electronic CHRI to the LSP Bureau Information Security Officer (IS)) who shall report the incident to the Louisiana CJIS ISO, Local Agency Security Officer (LASO), appropriate School Board officials, and/or local authorities.
- I. Establishing and implementing procedures for CHRI media protection, including, but not limited to, storage and access, media transport, electronic CHRI sanitization, and physical disposal.

5. Persons already having access to CHRI and who are subsequently arrested and/or convicted of a crime will:
  - A. Have their access to CHRI suspended until the outcome of an arrest is determined and reviewed by the DCJIS in order to determine if continued access is appropriate.
  - B. Have their access suspended indefinitely if a conviction results in a felony of any kind.
  - C. Have their access denied by the DCJIS where it is determined that access to CHRI by the person would not be in the public's best interest.
6. Notify individuals of their right to update, challenge, or correct any discrepancies within his or her CHRI, and the Morehouse Parish School Board providing direction on how to do so.

A final adverse decision based on an individual's CHRI shall not be made until the individual has been afforded thirty (30) days to correct or complete the CHRI.
7. Retain supporting documentation for a minimum of three (3) years from the time CHRI results are returned for audit purposes. Documentation, including but not limited to, Authorization Forms that support the Morehouse Parish School Board's purpose for requesting the individual to complete a background check coincides with an authorized purpose in state or federal law. The LSP Bureau recognizes the School Board may have a document retention policy that requires a time period greater than three (3) years.
8. Allow the LSP Bureau to conduct on-site audits to ensure compliance with the terms of this Agreement.
9. Immediately notify the LSP Bureau of any changes to sections 1 and 3 provided in this Agreement. If access is no longer needed nor authorized by applicable state or federal law, rule, regulation, procedure or policy, the Morehouse Parish School Board shall notify the LSP Bureau via email within twenty-four (24) hours to terminate access.
10. Maintain and keep current a list of all Morehouse Parish School Board employees with digital or physical access to CHRI and their purpose for access.

Staff shall create and utilize procedures to comply with the requirements of this policy.

Whenever possible, access to CHRI by support personnel, contractors, and custodial

workers will be denied. If a need should arise for such persons to be in an area(s) where CHRI is maintained or processed (at rest or in transit); they will be escorted by, or be under the supervision of, authorized personnel at all times while in these area(s).

#### ADMINISTRATION OF NON-CRIMINAL JUSTICE FUNCTIONS

The Morehouse Parish School Board will abide by the Criminal Justice Information Services (CJIS) Security Policy, Section 5.1.1.1 Information Handling. This information will be utilized for the sole purpose of employment suitability for the Morehouse Parish School Board.

The following procedures will be utilized in the handling of this information:

1. Designated personnel will be assigned the task of scheduling prospective employees for fingerprinting and receiving CHRI from the Louisiana State Police and the Federal Bureau of Investigation. The applicant shall be provided with all information needed to successfully register for fingerprinting
2. Once the CHRI is received it shall be reviewed by the Personnel Director, or the NAC/LASO, in the absence of the Personnel Director, for acceptance.
3. Any areas of concern on the CHRI will be discussed with the prospective employee. If the prospective employee disagrees with any content on the background check, they will be allowed to provide documentation from the courts that will clarify areas of concern.
4. The CHRI will become a permanent document in the official personnel record of the employee which is stored in a locked file system in a locked room and/or in an electronic file. This information is accessible only to the designated Personnel Employee(s) and the individual employee to whom these records pertain.
5. Under no circumstances will this information be shared with any other employee or third party unless the file is subpoenaed by the courts or authorized by the employee to be shared for legal purposes with an attorney.
6. CHRI may only be used for the official purpose for which it was requested and cannot be shared with other entities for any purpose, including subsequent hiring determinations.

#### SECURITY AWARENESS TRAINING

All Morehouse Parish School Board personnel who are assigned the task of collecting CHRI on prospective employees will abide by CJIS Security Policy, Section 5.2.1 - Security Awareness Training. This training will be set up by assigned personnel from the Louisiana State Police. This training shall be required within six months of initial

assignment, and biennially thereafter, for all personnel who have access to CJIS to include all personnel who have unescorted access to a physically secure location.

#### SECURITY OF CRIMINAL HISTORY RECORD INFORMATION

The Morehouse Parish School District will provide a physically secure room to protect CHRI as required by CJIS Security Policy, Section 5.9.2 Controlled Area. Only authorized personnel shall have access to the information. This area will remain locked at all times when not in attendance by authorized personnel. A list of authorized personnel shall be established, maintained and updated as needed. All electronic storage of media shall follow the encryption standards of CJIS Security Policy 5.10.1.2. if stored outside of a physically secured room.

#### INCIDENT RESPONSE

Any breaches of information or potential security violations shall be immediately reported to the Director of Personnel. The Director of Personnel will be responsible for the investigation of the incident(s) and utilize every measure possible to rectify the situation. All violations shall be documented and reported to the appropriate agency officials and/or authorities.

#### DISCIPLINARY MEASURES

1. Using CHRI for any purpose other than what is allowed by state statute or Federal code is considered misuse.
2. Any violation of this policy shall be immediately investigated by the employee's supervisor. The investigation shall include dates, the name of the person reporting the allegation, and the specific allegation made.
3. The supervisor shall meet with the employee to document his/her response to the allegation. The employee shall be required to cooperate fully with the investigation.
4. All information of the investigation shall be provided to the Superintendent and the Personnel Director by the supervisor.
5. At the conclusion of the investigation if it is determined that indeed intentional misuse of CHRI took place, the employee may face loss of access to CHRI, loss of employment, and/or criminal prosecution. Misuse of CHRI shall be reported to the state.

#### MEDIA PROTECTION

The Morehouse Parish School Board shall ensure that CJIS Security Policy/Media Protection is followed at all times. Access to digital and physical media in all forms is restricted to authorized individuals. Procedures to ensure media protection includes the

handling of CJI by only authorized personnel from the time the information is received electronically to the time that it is filed in the physical personnel file of the employee. Unauthorized employees are not allowed to handle this information at any time.

Staff shall create and utilize procedures to comply with the requirements of this policy.

#### DISPOSAL OF PHYSICAL MEDIA

The Morehouse Parish School District shall adhere to CJIS Security Policy, Section 5.8.4 Disposal of Physical Media. The Morehouse Parish School Board maintains all criminal record information of all employees. Records shall be kept as a part of the permanent personnel file of the employee. A copy of records of any person who did not become an employee at the initial processing of the background will be maintained in a locked file for one (1) year. At the end of the one year the file will be shredded.

## EMPLOYMENT OF PERSONNEL

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

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

### PERSONNEL CHANGES

Teachers and all other personnel shall be selected for employment by the Superintendent. It shall be the responsibility of the Superintendent to ensure that all persons recommended have proper certification as applicable, and are qualified for the position. Seniority and tenure shall not be used as the primary criteria when making any employment decision.

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

The Superintendent and/or his/her designee shall consult with teachers regarding any possible selections made by the Superintendent for the hiring or placement of a principal at the school in which such teachers are employed, subject to the provisions of any applicable court order.

### BUS OPERATORS

Whenever a school bus operator is needed to drive a new route or a route vacated by a previous operator, the school bus operator who is tenured and has acquired the greatest seniority shall be offered the opportunity to and may change from driving his/her route to the vacant route before another operator is selected. The School Board shall notify such bus operator of the route vacancy by mail to his/her residence. If the tenured bus operator with the greatest seniority chooses not to change to the vacant route, the route shall then be offered in order of seniority to a school bus operator who has acquired tenure.

If no tenured operator chooses to change to the vacant route, the route shall then be offered to a full-time probationary bus operator.

If no regular bus operator, tenured or probationary, chooses to change to the vacant route, then a substitute bus operator shall be selected for the position from a list of approved substitute school bus operators. If no tenured, probationary, or substitute bus operator wants the route, then a new operator shall be hired.

Whenever a school bus operator owning his/her own bus retires, a vacated route shall be offered first to any person meeting the requirements of the School Board who is willing to acquire the bus of the retiring operator at full appraised value. This provision shall be applicable only when the bus owned by the retiring operator has been manufactured within a period of five (5) years immediately prior to the operator's retirement and the operator is retiring due to a documented physical disability.

The Superintendent may select an operator to fill a vacant route using a different process than outlined above, but **only** if the School Board is required to bear an increase in the unreimbursed costs for non-passenger miles over those attributable to the previous operator who vacated the route.

Whenever a vacancy occurs on a route due to death, resignation, retirement, or the expiration of the regular operator's approved leave, or a new route is established, the route shall be filled with a regular school bus operator using the process stated above no later than the following school year unless the route is consolidated or eliminated. A substitute bus operator may only be used as a temporary measure until a permanent bus operator is appointed to a route.

If an operator is on approved leave, his/her route shall not be considered a vacant route. A substitute shall be used to drive a route for an operator on approved leave regardless of the length of time of the approved leave.

Substitute operators for bus routes shall have and shall meet the same qualifications as regular operators.

### COACHES

No employee of the Morehouse Parish School Board may serve as a coach, or sponsor of any extracurricular activity unless the individual is employed as a full-time teacher.

However, non-faculty coaches shall be allowed to be employed but shall be required to meet the provisions of the Louisiana High School Athletic Association (LHSAA) *Non-Faculty Certification Program* in order to serve as a coach in any sport at any level.

Non-faculty coaches shall be approved by the principal, athletic director and the Superintendent. Applicants must be re-approved each year.

FEDERAL OR STATE GRANT FUNDED POSITIONS

Whenever the School Board is the recipient of grants from federal, state or private funding agencies for supplementing and/or funding of innovative educational strategies, long range planning, and special supportive services, such grants may fund staff positions related to the grants. *Grant-funded positions* may be full-time or part-time positions established for specific periods of time, not to exceed the scheduled termination date of the applicable grant funded. The letter of appointment sent to an employee for grant-funded positions shall state that continuation of the employee's service in that position shall be contingent upon the continuing availability of funds from the applicable grant funding source.

Ref: La. Rev. Stat. Ann. §§17:81, 17:81.9, 17:413, 17:493.1, 23:897; Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of Education.

## EMPLOYMENT OF RETIRED PERSONNEL

The Superintendent, or principal, with the approval of the Superintendent, may employ retired employees in accordance with the requirements of law and guidelines of the appropriate retirement system. A retired employee who is hired under such circumstances shall not, however, be guaranteed any position/employment with the Morehouse Parish School District.

Certified personnel who are members of the Teachers Retirement System of Louisiana (TRSL) and who are retired may be rehired in accordance with La. Rev. Stat. Ann. §§11:710 and 11:710.1, and guidelines of that retirement system. The Superintendent shall, within thirty (30) days thereafter, notify the TRSL in writing of such employment, the date of re-employment, and a determination as to whether the person is a retired teacher. Upon termination, the Superintendent shall provide the same notice to the TRSL.

Bus operators who have retired from service may be employed and returned to service as full-time bus operators in accordance with the provisions of La. Rev. Stat. Ann. §11:1007 and the guidelines of the Louisiana School Employees Retirement System (LSERS). Whenever a retired bus operator is re-employed, the School District shall notify LSERS in writing within ten (10) days of such employment of the date employment began. Upon the bus operator's termination, the School District shall provide LSERS in writing with information and notice of the termination.

Any retired non-certified employee, other than a bus operator, may be re-employed as a full-time, part-time, temporary, or substitute employee, in accordance with the provisions of La. Rev. Stat. Ann. §11:1006 and the guidelines of the Louisiana School Employees Retirement System (LSERS). The School District shall notify LSERS in writing of such employment and shall notify LSERS in writing of the termination of such employment.

The School District acknowledges that the TRSL and the LSERS have their own governing Districts and their own regulations and interpretations of state laws impacting retirement. Accordingly, School District staff members do not have the authority to give advice to employees, retirees, or others on retirement matters. Individuals seeking information about retirement matters should contact their respective retirement systems directly.

Ref: La. Rev. Stat. Ann. §§11:710, 11:710.1, 11:1006, 11:1007, 17:81.

## ASSIGNMENT

### POSITION ASSIGNMENTS

The Morehouse Parish School Board delegates to the Superintendent or his/her designee the assignment of all teachers, administrators, supervisory personnel, and other employees of the School Board to their respective positions and/or schools. The principal shall have the authority to determine the placement of all teachers or other personnel at the school in which the principal is employed, subject to the approval of the Superintendent. Personnel shall be assigned on the basis of performance, effectiveness, and qualifications applicable to each position.

No School Board member shall act in an individual capacity to use the authority of his/her office or position as a School Board member in a manner intended to interfere with, compel or coerce any personnel decision made by the Superintendent or a school principal, including the hiring, promotion, discipline, demotion, transfer, discharge, or assignment of work to any school employee. The Superintendent, as the instructional leader of the district and its chief executive officer, shall have primary responsibility for personnel actions in the district.

In order to avoid conflicts of interest, or the appearance of same, it is the desire of the School Board that employees not be assigned to a position that would require that employee to be directly supervised by an immediate family member. The above provision, however, does not apply, in accordance with statutory provisions, to an immediate family member of an athletic director of a school, which may employ an immediate family member as a coach where he/she is athletic director. **Immediate family members** include the person's children, the spouses of the person's children, the person's brothers and their spouses, the person's sisters and their spouses, parents, spouse, and the parents of the person's spouse.

For purposes of this policy, principals, and assistant principals shall be considered to directly supervise all programs operated at their school; therefore no immediate family member of any principal or assistant principal shall be employed to work in any program operated at his/her school. Also, any department head shall be considered to directly supervise all operations in the department. However, in accordance with statutory provisions, should, in the normal course of promotional advancement, a person be appointed as the principal or assistant principal of a school in which his or her spouse is presently employed, the spouse may be allowed to remain at the school if he or she has been employed at the school for at least one (1) year prior to the appointment. This provision also pertains to supervisory staff as it relates to their spouse working in the department under their direct supervision.

The School Board and administrative staff shall provide comparability of services by ensuring equivalence among schools in teachers, administrators, and auxiliary personnel.

CLASS ASSIGNMENT

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

A teacher shall be notified by the principal of any change in assignment as soon as reasonably possible.

Ref: La. Rev. Stat. Ann. §17:81.

## PROBATION

### TEACHERS

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

### CONTRACT APPOINTEES

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

### BUS OPERATORS

Each school bus operator shall serve a probationary term of three (3) years from the date of first employment in the district. During the probationary term, the School Board may dismiss or discharge any operator upon the written recommendation of the Superintendent, accompanied by valid reasons therefor.

If, at the expiration of the probationary term a school bus operator is found unsatisfactory by the School Board, he/she shall be notified in writing by the School Board that he/she has been discharged or dismissed.

### SCHOOL EMPLOYEES

All school employees (those employees who are not teachers or bus operators) shall be placed on a six (6) month probationary basis upon employment. Successful completion of the probationary period shall in no way convey any expectation of continued employment.

Ref: La. Rev. Stat. Ann. §§17:441, 17:442, 17:492.

## EVALUATION

### TEACHERS AND ADMINISTRATORS

The Morehouse Parish School Board believes the quality of teaching and learning is directly related to the performance of personnel who work in the school district. It is therefore, the policy of the School Board to appraise the performance of instructional and administrative personnel in order to maintain performance at the levels essential for effective schools.

The Superintendent and his/her staff shall have the responsibility for developing, monitoring, and maintaining an effective and efficient performance evaluation program in accordance with guidelines as found in *Regulations for Evaluation and Assessment of School Personnel*, Bulletin 130, Louisiana Department of Education. The observation, evaluation and assessment process shall measure the effectiveness of teachers and administrators as to whether they meet the necessary standard of performance.

The process for all observations, evaluations, teacher conferences, and related functions shall be conducted in accordance with state requirements, as well as regulations and other criteria enumerated in the *Morehouse Parish School Board Personnel Evaluation Plan*. Evaluations shall be conducted annually.

Every effort shall be made by the school system to communicate to position holders the general goals of the system, the specific objectives of the position, the plans which have been made to support the individual as he/she performs his/her role, the standards of performance the system has established, the criteria it will employ in assessing performance, as well as components of an intensive assistance program for addressing those persons determined to be *ineffective*.

Copies of the assessment and evaluation results and any documentation related thereto of any school employee retained by the School Board shall be confidential and shall not constitute a public record, and shall not be released or shown to any person except as provided by state or federal law.

Should a teacher or administrator not agree with his/her rating, he/she may initiate grievance proceedings in accordance with the procedure for resolving conflict adopted by the School Board in accordance with La. Rev. Stat. Ann. §17:3883, as contained in the School Board's personnel evaluation plan.

### Procedures

Evaluation procedures shall be developed by the Superintendent and other members of the administrative staff in a cooperative endeavor with teaching personnel. Evaluation procedures shall implement the following School Board requirements:

1. All evaluations will be in writing. An evaluative instrument applying to all teaches shall be used in official evaluations.
2. All professional personnel shall receive copies of the evaluative instrument.
3. Each teacher's principal or assistant principal shall be his/her official evaluator; however, central office supervisors may be asked to assist.
4. Observations on which an evaluation is based shall be made in accordance with the Parish Personnel Evaluation Plan.
5. The evaluation shall be reviewed and signed by the teacher with the evaluator and shall be treated as confidential material. Dates of conferences shall be part of the official record. Evaluations will be kept in a personnel file in the principal's office and may be reviewed by the teacher upon request.
6. A principal may request the services of a central office supervisor for a further evaluation of the teacher's performance whenever results of an evaluation indicate that reappointment of a teacher is in doubt.
7. Evaluations shall be completed in time for the School Board to receive results at the time reappointments are made for the ensuing school year and in sufficient time for the staff member to be duly advised if his/her dismissal will be recommended.

#### ALL OTHER PERSONNEL

In an effort to improve the level of job production and skill performance of the individual employee, evaluations of support personnel shall be conducted annually. Performance evaluations shall be based on an employee's job classification and the School Board's adopted standards for the work performed.

Ref: La. Rev. Stat. Ann. §§17:3881, 17:3882, 17:3883, 17:3884, 17:3901, 17:3902, 17:3903, 17:3904; Regulations for the Evaluation and Assessment of School Personnel, Bulletin 130, Louisiana Department of Education.

## PROMOTION

The Morehouse Parish School Board desires to provide advancement in employment to qualified personnel through promotion. The School Board shall require, and the Superintendent shall verify, that all employees considered for promotion shall possess the appropriate qualifications and/or certification necessary for the position.

Employees of the Morehouse Parish School Board shall be notified of all permanent positions which are considered promotions. Persons who meet the professional qualifications of the Parish and State certification requirement, at the time of the position opening, will be allowed at least ten (10) days to file an application or a letter of intent with the Superintendent in compliance with any directive issued by the superintendent.

All applicants will be granted an interview in accordance with prescribed procedures in place.

Any employee under investigation, suspension, probation, or any other adverse personnel action shall not be considered for promotion until the matter is resolved.

### TEACHERS/CERTIFICATED EMPLOYEES

Whenever a teacher/certificated employee is promoted by the Superintendent from a position of lower base salary to a position of higher base salary requiring the holding of a teaching certificate, employment shall be based on a written contract containing performance objectives. Such contract shall be for a term of not less than two (2) years, nor more than four (4) years, except when such employment is for a temporary position. Prior to the School Board's approval of any initial or subsequent contract which involves an employee being or having been promoted to a position with a higher salary, the Superintendent shall disclose all terms of the contract to the School Board.

Any employee thus promoted and who enters into an employment contract as stated above, shall not gain permanent tenured status in the position to which promoted.

### SUPPORT PERSONNEL

Decisions regarding promotion of support personnel shall be made by the Superintendent.

Ref: La. Rev. Stat. Ann. §§17:81, 17:444, 42:1119; Sund v. St. Helena Parish School Board, 2005-2473 (La. App. 1<sup>st</sup> Cir. 5/5/06), 935 So. 2d 219 (2006).

## EMPLOYEE DISCIPLINE

The Superintendent and his/her designee shall possess the authority to discipline employees when an employee's behavior warrants such action. A principal shall have the authority to recommend to the Superintendent when appropriate that employees at the school in which he/she is employed should be disciplined.

Discipline of an employee shall be progressive in nature such that penalties for poor job performance or broken rules become increasingly harsh as similar or related conditions continue or infractions are repeated. Such progressive discipline, however, shall not inhibit the Superintendent's authority or, in the case of certain employees, the Morehouse Parish School Board's authority, to discipline, suspend, or terminate an employee based on the circumstances of any single event. Documentation of employee behavior, employee performance and any disciplinary action taken shall be properly and thoroughly recorded.

Should any disciplinary measure become necessary, any documentation shall be considered *confidential* and treated in accordance with statutory provisions and School Board policy.

### TEACHERS

As explained in greater detail below, certain disciplinary actions against teachers shall only be taken following statutorily required hearing procedures. However, such procedures do not prevent the Superintendent and/or principal from taking other disciplinary measures as appropriate which do not fall under the definition below of *disciplinary action* and do not require a hearing.

#### Definitions

For the purpose of this section:

*Discipline and disciplinary action* shall include **only** suspension without pay, reduction in pay, involuntary demotion, or termination.

*Written notice* shall be considered given when the notice is hand delivered to the teacher, or on the day it is delivered to the teacher by registered mail, certified mail, or a commercial courier.

#### Non-Tenured Teachers

The Superintendent may take disciplinary action against any non-tenured teacher after providing such teacher with the written reasons therefor and providing the teacher the opportunity to respond. The teacher shall have seven (7) days to respond, and such

response shall be included in the teacher's personnel file. The Superintendent shall notify the teacher in writing of his/her final decision. The teacher shall not be entitled to a hearing before the School Board.

Within sixty (60) days of such notice, the teacher may seek summary review in district court of whether or not the Superintendent's action was arbitrary or capricious.

### Tenured Teachers

A teacher with tenure shall not be disciplined except upon written and signed charges by the Superintendent or his/her designee of poor performance, willful neglect of duty, incompetency, dishonesty, immorality, or of being a member of or contributing to any group, organization, movement, or corporation that is by law or injunction prohibited from operating in the state of Louisiana, and then only if furnished with a copy of such written charges and given the opportunity to respond.

The teacher shall have seven (7) calendar days from written notice of the charges to respond, in person or in writing. Following review of the teacher's response, the Superintendent may take *interim disciplinary action*, which may include placing the teacher on paid administrative leave. If the teacher has been arrested for a violation of any of the following: La. Rev. Stat. Ann. §§14:42 through 14:43.5, 14:80 through 14:81.5, any other sexual offense affecting minors, any of the crimes provided in La. Rev. Stat. Ann. §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 administrative leave shall be without pay. Paid administrative leave shall not exceed fifty (50) days from notice of the Superintendent's interim decision.

Within ten (10) calendar days after written notice of the interim disciplinary action or within ten (10) calendar days after receipt of the teacher's response if no interim disciplinary action is taken, a teacher may request a hearing before a disciplinary hearing officer. If the teacher fails to timely request a hearing, the disciplinary action shall become final.

### Hearing Procedures

Upon request for a review hearing, the Superintendent shall randomly appoint a hearing officer from a list of persons previously approved by the School Board as *disciplinary hearing officers*. If the school district serves fewer than twenty thousand students, the School Board shall maintain a list of at least five (5) hearing officers. All hearing officers shall be qualified to serve as a disciplinary hearing officer in accordance with state law. If the School Board fails to maintain such a list, the Superintendent may randomly appoint a hearing officer from a list of persons previously approved by the Louisiana Board of Elementary and Secondary Education.

Such hearing may be private or public, at the option of the teacher, and shall commence no sooner than ten (10) calendar days nor later than thirty (30) calendar days after receipt

of the teacher's request for such hearing. The disciplinary hearing officer shall have the power to issue subpoenas, and shall conduct the hearing in accordance with procedures adopted by the School Board.

The teacher shall have the right to appear before the disciplinary hearing officer with witnesses on his/her behalf and with counsel of his/her selection. The disciplinary hearing officer shall hold a hearing and review on whether the interim decision of the Superintendent was arbitrary or capricious and shall either affirm or reverse the action of the Superintendent. The disciplinary hearing officer shall notify the Superintendent and the teacher of his/her final determination, with written reasons, within ten (10) days from the date of the hearing. If the Superintendent's disciplinary action is affirmed, it shall become effective upon the teacher's receipt of the decision of the disciplinary hearing officer. If the Superintendent's disciplinary action is reversed, the teacher shall be restored to duty.

Within sixty (60) days from the postmarked date of such written notification of the decision of the disciplinary hearing officer, the School Board or the teacher may petition a court of competent jurisdiction to review the matter as a summary proceeding.

The time periods contained above may be extended by mutual agreement of the parties.

The Morehouse Parish School Board has adopted the following procedures to govern the conduct of the hearing:

1. A court reporter shall be present to record the proceedings at the expense of the School Board. Both the teacher and Superintendent may request a transcript from the court reporter.
2. The hearing officer should begin by declaring the hearing convened and stating the matter to be considered.
3. The hearing officer should inquire from the teacher as to whether the teacher desires the hearing to be private or public.
4. All persons present at the hearing should be identified as well as their interest in the matter.
5. At the request of either the Superintendent or the teacher, the witnesses to testify may be sequestered.
6. The hearing officer shall summarize the procedures to be followed.
7. The teacher or the teacher's counsel should be asked whether any objections exist with regard to the time, place or procedures of the hearing.

8. The charges against the teacher should be read by the hearing officer and placed in the record.
9. The teacher should be requested to confirm that he/she has received a copy of the charges.
10. If the parties to the matter have stipulated or agreed upon any facts or exhibits in the case they should be presented.
11. Each party should be provided an opportunity to make any opening statements.
12. The Superintendent and, thereafter, the teacher will be allowed to present any relevant, material and reliable evidence, generally subject to a right of cross-examination by the other. Witnesses should be sworn.
13. Following the initial presentation of evidence, the parties should be allowed to present rebuttal and surrebuttal evidence.
14. At the close of all the evidence, each party shall be invited to make closing statements or arguments.
15. The hearing will be closed by the hearing officer.
16. The date, place and time of the hearing shall be set by the Superintendent.

#### BUS OPERATORS/CONTRACT APPOINTEES

The Superintendent shall have the authority to discipline tenured bus operators and persons employed on performance contracts, including suspension with or without pay, when circumstances necessitate immediate action. If sufficient grounds for suspension without pay are subsequently not found to exist by the School Board or Superintendent, the bus operator or contract appointee shall be reimbursed for any loss of compensation.

A probationary school bus operator whose first day of employment with the school district is July 1, 2012, or thereafter, may be removed from his position and dismissed and discharged as a school bus operator upon the written recommendation of the Superintendent of Schools to the school board accompanied by valid reason(s) therefor.

The School Board shall immediately terminate a school bus operator who is convicted of or has pled nolo contendere to a violation of a parish or municipal ordinance that prohibits operating a vehicle while intoxicated or any of the following offenses relative to operating a vehicle while intoxicated, regardless of whether the violation occurred while the operator was performing an official duty or responsibility as a school bus operator at the time of the offense:

1. La. Rev. Stat. Ann. §14:98, operating a vehicle while intoxicated;
2. La. Rev. Stat. Ann. §14:32.1, vehicular homicide
3. La. Rev. Stat. Ann. §14:32.8(A)(2), third degree feticide
4. La. Rev. Stat. Ann. §14:39.1, vehicular negligent injuring;
5. La. Rev. Stat. Ann. §14:39.2, first degree vehicular negligent injuring

#### NON-TENURED SCHOOL EMPLOYEES

The Superintendent shall have the authority to discipline, including suspension, any non-tenured, non-contract employee with or without pay, when circumstances warrant such action.

Ref: La. Rev. Stat. Ann. §§13:3204, 15:587.1, 17:81, 17:81.8, 17:443; Code of Civil Procedure, Art 2592; Reed v. Orleans Parish School Board, April 30, 1945, 21 So.2d 895; Frazier v. East Baton Rouge Parish School Board, App. 1 Cir. 1961, 128 So.2d 250.

## TENURE

### TEACHERS

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

A tenured teacher who receives a final performance rating of *ineffective* pursuant to the teacher's annual evaluation shall lose his/her tenure and all rights related thereto immediately upon exhaustion of the grievance procedure set forth in the personnel evaluation plan adopted by the School Board, unless the ineffective performance rating is reversed. Such ineffective rating shall constitute sufficient grounds for disciplinary action pursuant to La. Rev. Stat. Ann. §17:443. If a teacher is found *highly effective* based on the evidence of the growth portion of the evaluation but is found *ineffective* according to the observation portion, within thirty (30) days after such finding, the teacher shall be entitled to a second observation by members of a team of three (3) designees, chosen by the Superintendent, which shall not include the principal.

A teacher who loses tenure shall reacquire tenure if the teacher receives a performance rating of *highly effective* for five (5) years within a six-year period subsequent to receiving an *ineffective* rating.

### Teachers Paid with Federal Funds

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

### CONTRACT APPOINTEES

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

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

### BUS OPERATORS

School bus operators hired on or after July 1, 2012 shall not be granted tenure.

SCHOOL EMPLOYEES

No tenure is granted by law or School Board policy to school employees of the Morehouse Parish School Board. *School employee* shall be defined as any employee whose job description does not require the holding of a teaching certificate or who is not employed as a bus operator.

No nontenured employee of the School Board shall be granted or be considered to have tenure, 'de facto' or otherwise, nor shall any nontenured employee have any expectation or implied promise of continued employment, unless the employee is a teacher who is granted tenure pursuant to the provisions of La. Rev. Stat. Ann. §17:441-445 or a school bus operator who is granted tenure pursuant to the provisions of La. Rev. Stat. Ann. §17:491-494.

Ref: La. Rev. Stat. Ann. §§17:82, 17:441, 17:442, 17:443, 17:444, 17:492, 17:493, 17:1213, 17:1217, 17:3883.

## PERSONNEL TRANSFER

The Superintendent of the Morehouse Parish School Board may transfer any teacher or other employee, including personnel employed as principals and supervisors, from one position, school or grade to another by giving written notice to the teacher or employee of such intention to transfer. Such transfer shall be without loss of status or violation of contract and shall not be for political or personal reasons. No transfers of instructional personnel shall be initiated during the regular school term, except in emergencies as determined by the Superintendent, or promotional instances where transfers are required to preserve quality instruction. When a transfer is made during the regular school term, a conference of the employee(s) concerned shall be held with the Superintendent or his/her designee.

The principal shall have the authority to transfer employees within the school in which the principal is employed, subject to the approval of the Superintendent.

Transfer decisions shall be based on performance, effectiveness, and qualifications as applicable to each specific position. *Effectiveness*, as determined by the School Board's performance evaluation program, shall be the primary reason for considering any transfer. Conversely, seniority or tenure shall not be used as the primary reason when making any decisions to transfer an employee.

All personnel involuntarily reassigned to a lesser salaried position than previously held shall have their salary unchanged. Such personnel shall be placed in the salary schedule appropriate to the new position and there shall be no increase in salary until the salary in that schedule is at least equal to their present salary.

### VOLUNTARY TRANSFER

Employees who voluntarily request such a transfer to another location or position shall submit such request to the Superintendent or his/her designee in writing. Such requests shall be submitted on or before March 1, or the first whole day thereafter, in order to be considered for the next school year. A written notation of the request to transfer shall also be sent to the employee's principal or immediate supervisor.

A teacher transferred to a school or position must be certified and qualified for the position to which transferred. Should a person request reassignment to a lesser position, such personnel, upon reassignment, shall be placed in the salary schedule at the level of the new position. Procedures and timelines for requesting, reviewing, interviewing, and making recommendations for transfers of personnel shall be maintained by the Personnel Office.

A teacher or other school employee who has been a victim of physical abuse by any student(s) shall be given the opportunity to transfer to another position for which he/she

is certified or otherwise qualified and in which he/she shall not have contact with the student(s), provided there is a position available.

Ref: La. Rev. Stat. Ann. §§17:7, 17:81, 17:443.

## DISMISSAL OF EMPLOYEES

With the exception of lay-offs caused by programmatic changes, budget cuts, staff reorganizations, and/or other personnel actions reducing numbers of employees, no Morehouse Parish School Board employee shall be dismissed except as provided by state law and this policy.

### CRIMINAL OFFENSES

The Superintendent, on behalf of the School Board, shall dismiss:

1. An administrator, teacher, or substitute teacher upon final conviction or submission of plea of nolo contendere to any crime listed in La. Rev. Stat. Ann. §15:587.1, even if adjudication was withheld or a pardon or expungement was granted, in accordance with statutory provisions for dismissal applicable to the employee.

However, if the person has obtained tenure, such dismissal shall occur only after a hearing held pursuant to hearing procedures outlined in policy *GBK, Employee Discipline*.

2. An administrator, teacher, or substitute teacher who is found to have submitted fraudulent documentation to the Louisiana Board of Elementary and Secondary Education (BESE) or the Louisiana Department of Education (LDOE) as part of an application for a Louisiana teaching certificate or other teaching authorization.
3. An administrator, teacher, or substitute teacher who is found to have facilitated cheating on any state assessment as determined by BESE.
4. 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.

The Superintendent shall notify the State Superintendent of Education of any employee's dismissal for the criminal offenses above no later than thirty (30) days after such dismissal.

In addition, employees shall be subject to removal for failure to properly report arrests for certain offenses enumerated in La. Rev. Stat. Ann. §17:16.

### ABANDONMENT OF POSITION

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

## CERTIFICATED EMPLOYEES

### Non-tenured Teachers

The Superintendent may terminate the employment of any non-tenured teacher after providing such teacher with the written reasons therefor and providing the teacher the opportunity to respond. The teacher shall have seven (7) days to respond, and such response shall be included in the teacher's personnel file. The Superintendent shall notify the teacher in writing of his/her final decision. The teacher shall not be entitled to a hearing before the School Board.

Within sixty (60) days of such notice, the teacher may seek summary review in district court of whether or not the Superintendent's action was arbitrary or capricious.

### Tenured Teachers

A tenured teacher shall not be removed from office except upon written and signed charges by the Superintendent or his/her designee of poor performance, willful neglect of duty, incompetency, dishonesty, immorality, or of being a member of or contributing to any group, organization, movement, or corporation that is by law or injunction prohibited from operating in the state of Louisiana, and then only if furnished with a copy of such written charges and given the opportunity to respond. Dismissal of a teacher with tenure shall be governed by the provisions for discipline of tenured teachers as included in policy *GBK, Employee Discipline*.

### Contract Appointees

Personnel who have entered into promotional employment contracts with the School Board, pursuant to La. Rev. Stat. Ann. §17:444, may be removed from their positions by non-renewal of their contracts or by termination of their contracts. Contracts may be non-renewed by the School Board for any of the following reasons:

1. The Superintendent has recommended against renewal of the contract based on an evaluation of the employee's performance;
2. The failure to offer a new contract is based on a cause sufficient to support a mid-contract termination;
3. The position in question has been discontinued; or
4. The position in question has been eliminated as a result of district reorganization.

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

For *mid-contract termination* of promotional employment contracts, the employee shall

have the right to written charges and a hearing before a disciplinary hearing officer in the manner provided in La. Rev. Stat. Ann. §17:443. A contract may be terminated if the employee is found guilty of being incompetent or inefficient or is found to have failed to fulfill the terms and performance objectives of his/her contract, or other reasons provided for by state law.

## NON-CERTIFICATED EMPLOYEES

### Non-Tenured Bus Operators

No bus operator hired after July 1, 2012 shall earn tenure.

A non-tenured bus operator shall be immediately dismissed if he/she is convicted of or has pled nolo contendere to violations of local or existing state law prohibiting operating a vehicle while intoxicated regardless of whether the violation occurred while performing in his/her official capacity as a school bus operator at the time of the offense.

Each school bus operator shall serve a probationary term of three (3) years reckoned from the date of his/her first employment with the School Board. During such probationary term, any bus operator may be dismissed by the School Board upon the written recommendation of the Superintendent. Any bus operator employed on or after July 1, 2012, who has successfully completed his/her probationary term, may be dismissed by the Superintendent after providing such bus operator with written reasons therefor and providing the bus operator with the opportunity to respond. The bus operator shall have seven (7) days to respond, and such response shall be included in the bus operator's personnel file. Regardless of the date of his/her employment, a non-tenured bus operator shall not be entitled to a hearing before the School Board prior to termination.

### Tenured Bus Operators

A tenured bus operator may be dismissed for willful neglect of duty, or incompetence, or immorality, or drunkenness while on duty, or failure to comply with requirements of La. Rev. Stat. Ann. §17:491.3 relative to being arrested for one or more of the specified offenses, or physical disability to perform his/her duties, or failure to keep his/her transfer equipment in a safe, comfortable, and practical operating condition, or of being a member of or contributing to any group, organization, movement, or corporation that is prohibited by law or injunction from operating in the state.

Additional grounds for the removal from office of any school bus operator shall be:

1. the abolition, discontinuance, or consolidation of routes, but then only if it is found as a fact, based upon a determination by the Superintendent that it is in the best interests of the school system to abolish, discontinue, or consolidate said route or routes. If abolition, discontinuance, or consolidation of bus routes is approved, the principle of seniority shall apply, so that the last school bus operator hired to serve within the school system to be affected shall be the first to be removed.

2. conviction of or plea of nolo contendere to a violation of a parish or municipal ordinance that prohibits operating a vehicle while intoxicated or any of the existing state offenses relative to operating a vehicle while intoxicated, as enumerated in La. Rev. Stat. Ann. §17:493, regardless of whether the violation occurred while performing in his/her official capacity as a school bus operator at the time of the offense.

A tenured bus operator shall not be removed from his/her position except upon written and signed charges against the bus operator, and the bus operator having been furnished with a copy of such written charges and given the opportunity to respond, in person or in writing, within ten (10) calendar days from written notice of the charges.

The Superintendent shall have ten (10) calendar days to review the school bus operator's response and to provide written notice to the bus operator of the *interim disciplinary action*, which may include placing the bus operator on paid administrative leave. If the bus operator has been arrested for a violation of any of the following: La. Rev. Stat. Ann. §§14:42 through 14:43.5, §§14:80 through 14:81.5, any other sexual offense affecting minors, any of the crimes provided in La. Rev. Stat. Ann. §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 administrative leave shall be without pay. Paid administrative leave shall not exceed fifty (50) days from notice of the Superintendent's interim decision.

Within twenty (20) calendar days after receipt of the Superintendent's interim disciplinary action, if any, the bus operator may request a hearing before a disciplinary hearing officer, following the hearing procedures for tenured teachers found in policy *GBK, Employee Discipline*. If the bus operator fails to timely request a hearing, the disciplinary action shall become final.

#### School Employees

All employees of the system whose dismissal is not governed by the provision of La. Rev. Stat. Ann. §§17:441-446, or by the provisions of La. Rev. Stat. Ann. §§17:491-494, shall be subject to dismissal by the Superintendent after providing such employee with the written reasons therefor and providing the employee the opportunity to respond. The school employee shall have seven (7) days to respond, and such response shall be included in the school employee's personnel file. Such employees shall not be entitled to a hearing before the School Board.

Ref: La. Rev. Stat. Ann. §§13:3204, 15:587.1, 17:15, 17:16, 17:81.5, 17:442, 17:443, 17:444, 17:491.3, 17:492, 17:493, 17:493.1; La. Code of Civil Procedure, Art. 2592; Rouselle v. Plaquemines Parish School Board, 633 So2d 1235 (La. 2/28/94).

## REDUCTION OF PERSONNEL

The Morehouse Parish School Board delegates all reduction of personnel decisions to the Superintendent. When circumstances necessitate a reduction in personnel, the Superintendent may institute a reduction of personnel pursuant to the provisions of School Board policy. The determination of the need to implement a reduction of personnel action and all decisions affecting such action shall be made by the Superintendent.

Except as otherwise provided herein, any existing procedure for reconsidering or examining an employee termination, non-reappointment, or grievance shall not be considered in implementing a reduction of personnel action. Likewise, no personnel action other than a reduction of personnel may be considered under this policy.

Employees on approved leaves of absence shall be treated in the same manner as other regularly employed personnel under this policy.

Seniority or tenure shall not be the primary criterion to be considered when instituting a reduction of personnel action.

### TEACHERS AND ADMINISTRATORS

Reduction of teachers and administrators shall be based solely upon demand, performance, and effectiveness, as determined by the performance evaluation program as provided in La. Rev. Stat. Ann. §§17:3881 through 17:3905. Any reduction of teachers and administrators by the Superintendent shall be instituted by terminating the least effective teacher within each targeted subject area or area of certification first, and then proceeding by effectiveness rating until the reduction of personnel has been accomplished.

In cases where two (2) or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employee or employees shall be laid off first. When employees have equal seniority and certification, those with the lowest amount of academic preparation shall be laid off first. For purposes of this section, academic preparation shall be measured as a major or advanced degree. Thereafter, selection for layoff shall be by lot.

### EMPLOYEES OTHER THAN TEACHERS AND ADMINISTRATORS

Reduction of school employees (those employees who are not teachers or whose employment does not require certification) who are not evaluated pursuant to La. Rev. Stat. Ann. §§17:3881 through 17:3905 shall be based upon the following criteria:

1. Performance and effectiveness; and
2. Certification or academic preparation, if applicable.

Performance and effectiveness shall be measured as follows:

1. Results of the School Board-approved evaluation system for employees who are not evaluated pursuant to La. Rev. Stat. Ann. §§17:3881 through 17:3905;
2. Documented evidence of higher performance in the affected job category;
3. Satisfactory attendance; and
4. Documented evidence of special skills, training, experience, and knowledge that enhances performance in the job category.

#### NOTICE TO EMPLOYEES

When a reduction in force is instituted, written notice of termination shall be given by the Superintendent or his/her designee by certified mail, return receipt requested, to the employee to be terminated. Notice shall include a statement of the general conditions requiring a reduction of personnel. The employee's address, as it appears in the School Board's personnel records, shall be deemed to be the correct address. It shall be the employee's responsibility to ensure that the School Board has his/her current address on file.

#### REQUESTS FOR REVIEW OF TERMINATIONS

Within ten (10) days after receiving a notice of termination, an employee may request, in writing, a review of the action taken and shall receive notice of the results of the review in a timely manner, but not later than ten (10) days after the request to review is received. The employee shall have the right to further pursue the review of reduction action through the School Board's adopted grievance procedures.

Review under the School Board's grievance procedure shall be conducted solely to determine whether the decision to terminate the employee was arbitrary or capricious with respect to the individual. The Superintendent or his/her designee shall conduct a hearing with the employee within ten (10) school days of receipt of the grievance and render a written decision with five (5) days of the hearing. The Superintendent or designee shall be *final* and mailed to the employee.

#### RECALL OR OTHER EMPLOYMENT

No recall list shall be compiled or maintained for employees affected by a reduction of personnel action. However, affected employees may apply for other vacant positions, not affected by the reduction of personnel, for which they are qualified.

Any certificated administrator serving under an administrative contract whose position has been recommended to be abolished may be reassigned or reclassified in accordance

with that administrator's contract.

SEVERABILITY OF PROVISIONS

If any provision of this policy or the application thereof is held to be invalid, such invalidity shall not affect other provisions of this policy which can be implemented without the invalid provisions, and to this end, the provisions of this policy are hereby declared severable.

Any and all provisions of this policy shall yield to existing state law when held to be in conflict with said state law.

Ref: La. Rev. Stat. Ann. §§17:81, 17:81.4.

## REDUCTION OF PERSONNEL PROCEDURES

The Morehouse Parish School Board Superintendent has the authority to make a reduction in the number of (1) professional staff employees and (2) nonprofessional staff employees of the School District, which may be made for reasons of program change or elimination, declining enrollment, insufficient funds, or other just cause as deemed by the Superintendent of Schools. All reductions of employees shall be in accordance with requirements contained in state statutes and School Board policy. Normal attrition, voluntary retirements, and voluntary leaves of absence shall be considered prior to any staff reduction. All employees of School Board shall be governed by policy *GBNA, Reduction of Personnel*. And these procedures.

### SECTION I - Definition of Terms

#### A. Administrator

Administrator is defined as a teacher who is certified as a teacher but who holds a position which possesses a higher salary than that of a classroom teacher.

#### B. School Board

School Board is defined as the Morehouse Parish School Board.

#### C. Certification and Area of Specialization

Certification is as defined by the State Department of Education for employment. Area of specialization is a term used to indicate need for personnel within a specific discipline.

#### D. Employees

Employee or employees are defined as meaning professional staff employees as defined above and all other individuals employed by the School Board.

#### E. Evaluation

Evaluation of a teacher is defined as the performance evaluation of a teacher as provided in La. Rev. Stat. Ann. §§17:3881-3905, and as the statutes may be amended. Evaluation of an employee who is not a teacher shall be based upon performance and effectiveness as determined by School Board policy and certification or academic preparation, if applicable to the position.

#### F. Financial Exigency

Financial exigency is any decline in the School Board's financial resources that is

brought about by decline in enrollment or other action or events that compel a reduction in the School Board's current operations budget.

**G. Highly Qualified**

A teacher is highly qualified if the teacher is certified, is teaching in his/her field of certification and meets the requirements of being "highly qualified" under both federal and state guidelines as they exist at the time.

**H. Nonprofessional Staff**

Nonprofessional Staff includes all employees who are not teachers or administrators and are employees who are not evaluated as provided by La. Rev. Stat. Ann. §§17:3881-3905, and as the statute may be amended.

**I. Professional Staff**

Professional Staff includes teachers and administrators.

**J. Program Change**

Program change is any elimination, curtailment, or reorganization of a curriculum offering program, or school operation, or a reorganization or consolidation of two or more individual schools or school districts that is unrelated to financial exigency.

**K. Seniority**

Seniority is defined as the length of service since the employee's most recent hiring by the Morehouse Parish School Board.

**L. Teacher**

Teacher is defined as any employee who holds a teacher's certificate and whose legal employment requires such teacher's certificate. It also includes any school lunch supervisor who holds a special parish lunch supervisor's certificate issued by the Department of Education and whose employment requires such certificate. It also includes any employee who is evaluated pursuant to the provisions of La. Rev. Stat. Ann. §§17:3881-3905, and as the statute may be amended.

**M. Termination**

Termination is the cessation of employment of a teacher or other employee for reasons of financial exigency, program change, or other valid cause.

## SECTION 2- General Grounds for Termination In Reduction of Force

Employment may be terminated when the Superintendent decides that, because of financial exigency, declining enrollment, a program change or other just cause, the School Board's employment of one or more teachers and/or other employees cannot be continued. Such a decision may be made and any resulting termination may be effected only in accordance with the procedure provided in this Reduction in Personnel policy.

## SECTION 3-Superintendent's Preliminary Determination and Statement

If the Superintendent decides that a state of financial exigency exists or is imminent or there is a decline in enrollment or a program change has occurred, will take place or should seriously be considered or for the other cause there is required a force reduction and termination of the employment of one or more teachers or other employees may be required as a consequence of such a circumstance, the Superintendent shall in writing notify the School Board stating with reasonable particularity the state of financial exigency, decline in enrollment or the program change or other just cause and simultaneously a notice of the Superintendent's action shall be published by any means reasonable calculated to bring it to the attention of school personnel that reduction in force might be necessary.

## SECTION 4-Recommendation of Superintendent

After the Superintendent gives general notice of the possible need for reduction in force, as required in Section 3, the Superintendent shall commence specific action which would be taken by him/her. In preparing such recommendation, the Superintendent shall consider all possible alternatives to the layoffs of employees. If, after making such considerations, the Superintendent is of the opinion that termination of employees is required, he shall apply the criteria listed in Section 5 below to arrive at the names of the individuals to be terminated in the overstaffed areas.

## SECTION 5 - Criteria for Termination

### A. Professional Staff

1. Any teacher who is not certified and highly qualified within the targeted subject area or area of certification to be reduced shall be reduced first.
2. Within each targeted subject area or area of certification, the least effective teacher, and then proceeding by effectiveness rating as determined by the performance evaluation program as provided in La. Rev. Stat. Ann. §§17:3881-3905 shall be reduced until the reduction in force has been accomplished.

B. Employees Other Than Professional Staff

1. School employees who are not evaluated pursuant La. Rev. Stat. Ann. §§17:3881-3905 shall be reduced upon the following criteria:

A. Performance and effectiveness as determined by School Board policy.

B. Certification or academic preparation, if applicable.

SECTION 6 - Notice to Individual Employees

If the Superintendent acts to terminate employment, he/she shall give written notice of that fact by certified mail, return receipt requested, to each employee to be terminated at least thirty (30) days prior to termination date. The notice shall include a statement of the conditions requiring termination of employment and general description of the procedures followed by making the decision. The employee's address, as it appears in the School District's records, shall be deemed to be the correct address. It shall be the responsibility of each employee to see that his current address is on file.

SECTION 7- Review of Individual Terminations

An employee who is terminated pursuant to this policy may pursue the matter through the following School Board's adopted grievance policy. Any appeal must be in writing and received by the Superintendent within ten (10) calendar days of the date of the employee's receipt of notice of termination. Failure of the employee to timely submit such request for review shall constitute a waiver on the part of the employee of his/her right to challenge his/her termination under this policy. Review under this grievance policy shall be had solely to determine whether the decision to terminate the employee was arbitrary or capricious with respect to that individual. The request for review must specify all grounds on which it is contended that the decision was arbitrary or capricious and must include a short, plain statement of facts that the employee believes will support the employee's contention. The Superintendent or his/her designee shall conduct a hearing with the employee within ten (10) school days of receipt of the grievance and render a written decision within five (5) days of the hearing. The decision of the Superintendent or his/her designee shall be mailed to employee and shall be final.

SECTION 8-Obligations with Respect to Re-employment or Other Employment

For one year after the effective date of a termination pursuant to provisions set forth herein, the Superintendent shall not replace the employee whose employment has been terminated without first offering the position to the terminated employee. Employees will be recalled in reverse order of their lay-off.

The offer of re-employment shall be made by certified mail, return receipt requested, and the teacher or employee shall be notified that, if the former employee wishes to accept;

he/she must do so in writing within fifteen (15) calendar days. Failure to accept within fifteen (15) calendar days or rejection of the position eliminates all re-employment rights of the teacher or employee.

A tenured teacher who has been laid off and re-employed within one year shall be reinstated as a tenured teacher. A probationary teacher who was laid off but is later re-employed may be given a maximum credit of two years for the time already served as a probationary teacher for purposes of determining when the teacher is eligible to be considered for tenure.

An employee who is recalled within one year after being laid off shall have restored to him all of the sick leave and unused personal leave he had accrued on the effective date of the layoff.

SECTION 9- Exclusiveness and Saving Provision Regarding Reduction of Personnel Policy and Procedures

The *Reduction of Personnel* policy and procedures are the only procedures that may be used in reduction of personnel. Any existing procedure for reconsidering or examining an employee discharge, non-reappointment or grievance will not be considered in implementing a reduction in force. Similarly, no personnel action other than a reduction in force may be considered under this policy.

If any provision of the *Reduction of Personnel* policy or procedures or the application thereof is held invalid, such invalidity shall not affect other provisions of this policy which can be implemented without the invalid provisions and, to this end, the provisions of this policy are hereby declared severable.

Any and all provisions of the *Reduction of Personnel* policy and procedures shall yield to existing state law, whether statutory or not, when held to be in conflict with said law or laws.

Ref: La. Rev. Stat. Ann. §§17:81, 17:81.4.

## RESIGNATION OR RETIREMENT

The Morehouse Parish School Board requires any employee who wishes to terminate his/her employment with the School Board to submit a written resignation to the Superintendent or his/her designee. The Superintendent shall accept any written resignation. Resignations received after July 15th, when accepted, shall only be considered for approval when a suitable replacement is available for employment.

Employees resigning from employment with the School Board after the end of the school session shall do so as soon as possible. Unless denied in writing by the Superintendent, the resignation shall be effective once received by the Superintendent or the Superintendent's designee. Effective resignations shall be considered final and cannot be rescinded.

Resignations should include the reason for the request and the exact date for release.

### RETIREMENT

#### Enrollment in Retirement Systems

Upon initial employment with the Morehouse Parish School Board, employees shall be required to enroll in the respective retirement system for which they are eligible. Eligibility requirements for retirement shall be as established by the respective retirement system.

All substitute and part-time employees who are eligible for enrollment in a retirement system shall be required to enroll no sooner than their sixty-first (61st) day of continuous employment.

#### Notification and Effective Date of Retirement

It is the policy of the Morehouse Parish School Board that an employee wishing to retire shall submit written notice of this intent to the Superintendent or his/her designee. An employee's retirement shall become effective at the end of the fiscal year or as may be approved by the Superintendent. Once approved by the Superintendent or designee, the decision to retire may not be rescinded.

When the retirement becomes effective, the employee shall no longer be considered to be in active service with the School Board.

No individual shall be terminated or forced to retire because of age.

### RETIREE ELIGIBILITY FOR RECEIPT OF SALES TAX PAYMENTS

The Morehouse Parish School Board has opted to provide to employees who retire during the school year, prior to the payment of the thirteenth, from proceeds of sales tax receipts

for that year by the Morehouse School Board. The thirteenth check shall be distributed to all school employees as well as those employees who terminate their employment during the school year. Payment to eligible retirees shall consist of pro rata amount of the sales tax proceeds as determined by the School Board. Eligibility to receive sales tax proceeds shall be as determined by the School Board.

Criteria For Sales Tax Payments for Retirees

In order for a former employee to be eligible to receive sales tax payments from the Morehouse Parish School Board to defer a portion of the health insurance premium cost of the employee, the following criteria must be met:

1. The employee must have and pay premiums for hospitalization insurance through the State of Louisiana Employees' Group Benefits Program.
2. The employee must be receiving retirement benefits from one of the following three retirement systems: (a) Louisiana State Teacher's Retirement System; (b) Louisiana State Bus Drivers' Retirement System; or (c) Louisiana School Employees' Retirement System.
3. The employee must have been employed by the Morehouse Parish School Board as his/her last employer prior to the employee receiving his/her first retirement check from one of the above three (3) systems.

Ref: La. Rev. Stat. Ann. §§11:133, 11:203, 11:204, 11:701 11:710, 11:721, 11:728, 11:761, 11:778, 11:786, 11:788, 11:1002, 11:1141, 11:1147, 17:81, 17:425.

## EMPLOYEE CONDUCT

The Morehouse Parish School Board believes the teaching profession occupies a position of public trust involving not only the individual teacher's personal conduct, but also the interaction of the school and the community. Education is most effective when these many relationships operate in a friendly, cooperative, and constructive manner. A teacher's conduct, as well as the conduct of all employees throughout the school district, should meet acceptable standards of the community and show respect for the law and the rights of others.

All employees, volunteers, student teachers, interns, and any other persons affiliated with the Morehouse Parish School Board shall have the responsibility to be familiar with and abide by the laws of the state, the policies and decisions of the Morehouse Parish School Board, and the administrative regulations and procedures designed to implement School Board policies. Employees shall also comply with the standards of conduct set out in this policy and with any other policies, regulations, procedures, or guidelines that impose duties, requirements, or standards of conduct attendant to their status as School Board employees.

As an integral member of the educational team of the Morehouse Parish School Board, all employees are expected to accept certain responsibilities, adhere to policies of the Morehouse Parish School Board and regulations and procedures formulated by the Superintendent and staff.

While the operation of the School Board and its schools is governed by the provisions of this and all other School Board policies, administrative regulations and procedures, as well as procedures of the individual schools, no policy manual can list each and every instance of misconduct that is precluded. Accordingly, employees are cautioned that the appropriateness of certain action or behavior must necessarily be dictated by the nature of the position held by the employee and standards of common sense. By virtue of one's education and experience, an employee knows and understands that certain actions or conducts are unacceptable even in the absence of formal School Board policy. For instance, without the need of a specific prohibition or warning, a classroom teacher should be aware of the impropriety of certain practices such as leaving students unattended, using profanity or sexually suggestive language, or bringing a firearm onto campus. Such conduct constitutes both incompetence and willful neglect of duty. Such conduct, as well as violation of any state or federal law or School Board policies, administrative regulations or procedures, or school regulations or procedures, shall result in the imposition of discipline up to and including termination.

### VIOLENCE IN THE WORKPLACE

Violence, threats, harassment, intimidation, and other disruptive behavior throughout the school system shall not be tolerated. Employees of the Morehouse Parish School Board

shall not resort to violence or threats to settle any issue, dispute or concern.

All reports of incidents shall be taken seriously by supervisors, principals and/or building administrators and dealt with appropriately. Improper behavior may include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm. Individuals who commit such acts may be removed from the premises and shall be subject to reprimands, disciplinary action up to and including termination, and/or criminal penalties.

Employees shall not ignore violent, threatening, harassing, intimidating, or other disruptive behavior. An employee who experiences such behavior, by another employee, student or any other person, shall report it immediately to his/her supervisor, principal, or building administrator.

Threats or assaults that do occur on school premises shall require prompt attention, and immediately be referred to school security or police. The Superintendent or his/her designee shall also be notified as soon as possible.

#### RELATIONSHIPS WITH STUDENTS

The School Board shall prohibit any type of close personal relationship between a school employee and a student that may be reasonably perceived as unprofessional, such as excessive personal attention outside of school or dating. School Board employees shall not entertain students, socialize with students, or spend an excess time with students in such a manner as to reasonably create the impression to other students, their parents, or the public that an improper relationship exists.

#### Prohibited Sexual Conduct

Employees shall be prohibited from engaging in any form of sexual conduct with students. In particular, it is a violation of criminal statutes for any educator, which includes any administrator, coach, instructor, teacher, paraprofessional, teacher aide, or student aide, to engage in sexual conduct, as defined in La. Rev. Stat. Ann. §14:81.4 with a student who is seventeen (17) years of age or older, but less than twenty-one (21) years of age, where there is an age difference of greater than four (4) years between the two (2) persons.

Notwithstanding any claim of privileged communication, any educator, having cause to believe that prohibited sexual conduct has occurred between another educator and a student, shall be required by state law to immediately report such conduct to a local or state law enforcement agency.

#### JOB INTERFERENCE

Employees shall be prohibited from knowingly aiding or engaging in any activity for the

purpose of causing disruption or interference with the performance of his or her job duties or duties of other employees, or conduct that is otherwise detrimental to the efficient and orderly operation of the school system for which the employee is employed.

### EMPLOYEE NOTICE OF CRIMINAL PROCEEDINGS

#### All Employees

Whenever an employee is arrested for, or otherwise charged with, committing a criminal offense, other than a minor traffic violation ("minor traffic violation" is a traffic violation which is not punishable by imprisonment or by revocation or suspension of the operator's license), or any justified complaint of child abuse or neglect on file in the central registry pursuant to Article 615 of the Children's Code, that employee shall notify his or her supervisor and the supervisor of personnel services of such occurrence and of all subsequent proceedings pertaining to that arrest or charge. Notice shall be given in accordance with the provisions hereinafter set forth. The failure to give prompt and proper notice as required shall constitute grounds for dismissal.

The initial notification required by this provision must be in writing and must be made within twenty-four (24) hours of the arrest or charge. However, if the school employee is arrested on a Saturday, Sunday or a legally declared school holiday, such report shall be made prior to the school employee next reporting for his work assignment at school but in no event no later than the day after the Sunday or legally declared school holiday. The summer school vacation period is not a "legally declared school holiday" for purposes of this policy. The notice must include the following information if then known:

1. The date and place of arrest.
2. The name of the arresting agency; e.g, Bastrop City Police, Louisiana State Police, Morehouse Parish Sheriff's Department FBI, etc.
3. The number assigned to the arrest report.
4. The laws or ordinances allegedly violated.
5. The acceptance, rejection or other disposition of the charge giving rise to the arrest by the prosecuting attorney's office.
6. The location and duration of the initial incarceration, if any.
7. The amount and type of bail, if any, required for the employee's release from incarceration.

When a criminal prosecution is initiated in court against any employee by way of indictment, bill of information, affidavit or any other method for committing any offense (other than a minor traffic violation), the employee must provide his/her supervisor and the supervisor of personnel services each with a copy of the indictment, bill of information or affidavit within three (3) calendar days of its issuance. And in addition, the employee must provide his or her supervisor and the supervisor of personnel services the following information in writing:

1. The date of the indictment, bill of information or affidavit.
2. The name of the court in which the proceedings are pending.
3. The docket number.
4. The date of the next scheduled court appearance.

Within three (3) calendar days of the scheduling of any court hearing or trial in connection with the criminal prosecution, the affected employee shall give written notice to his/her supervisor and to the supervisor of personnel services of the nature or purpose of the hearing or trial and the date and time the hearing or trial has been scheduled. The affected employee shall also notify his/her supervisor and the supervisor of personnel services, in writing, within three (3) calendar days of the disposition of the matter made subject of the hearing or trial and of what was its disposition. The affected employee shall also provide the supervisor of personnel services, in writing, any additional information and documents concerning the criminal prosecution which the supervisor may require.

Any incarcerated employee may authorize another person to act on that employee's behalf in notifying or providing documents to that employee's supervisor and the supervisor of personnel services.

#### Additional Requirements for School Bus Operators

A "school bus operator" for the purposes of this policy provision means any employee of the Morehouse Parish School Board whose duty it is to transport students in any school bus or activities bus to and from a school or to and from any school-related activity.

Should any school bus operator be arrested for a violation of La. Rev. Stat. Ann. §14:98, 98.1, or any other law or ordinance that prohibits operating a vehicle while under the influence of alcohol or any abused substance or controlled substance set forth in the schedule provided in La. Rev. Stat. Ann. §40:964, an additional report is required as set forth hereinafter.

The report required shall be made by the school bus operator to the Superintendent of Schools within twenty-four (24) hours of the arrest or prior to the school bus operator next reporting for his work assignment as a school bus operator regardless of who owns or leases the vehicle driven by the operator at the time of the offense for which the operator was arrested and regardless of whether the operator was performing an official duty or responsibility as a school bus operator at the time of the offense.

The school bus operator shall provide in the written notice all of the information set forth in above for all employees.

Any school bus operator who is an employee of the Morehouse Parish School Board shall be subject to removal as provided by La. Rev. Stat. Ann. §17:493 and other

applicable provisions of law for failure to comply with the provisions of this section. Written and signed charges alleging such failure shall be brought against the school bus operator.

Ref: 41 USC 8103 (*Drug-Free Workplace*); La. Rev. Stat. Ann. §§14:42, 14:42.1, 14:43, 14:43.1, 14:43.2, 14:43.3, 14:43.5, 14:80, 14:80.1, 14:81, 14:81.1, 14:81.1.1, 14:81.2, 14:81.3, 14:81.4, 14:81.5, 17:15, 17:16, 17:81, 17:439; Sylvester v. Cancienne, 95-0789 (La. App. 1st Cir. 11/9/95), 664 So.2d 1259; Howard v. West Baton Rouge Parish School Board, 2000-3234 (La. 6/29/01), 793 So.2d 153; Spurlock v. East Feliciana Parish School Board, 03-1879 (La. App. 1<sup>st</sup> Cir. 6/25/04), 885 So.2d 1225.

## DEROGATORY LANGUAGE AND PROFANITY

### DEROGATORY LANGUAGE

The Morehouse Parish School Board disapproves of and does not tolerate language from or by employees which is racially derogatory or derogatory on the basis of sex, religion, national origin, physical handicap or ethnicity. All employees shall avoid the use of such language and are responsible for assuring that their school or other work place is free from such language at all times.

Violation of this policy shall be grounds for discipline, including, but not limited to, discharge of an offending employee.

Any person who has a complaint regarding the use of such derogatory language at work by anyone shall be urged to bring this matter to the attention of the Superintendent or his/her designee so that it may be expeditiously investigated and dealt with accordingly in a professional manner. Employees should bring their complaint in accordance with the existing employee grievance policy. If the complaint involves someone who is the employee's direct supervisor and that person may be the subject of the complaint, the employee may discuss the matter and/or file his/her grievance with the Superintendent.

### PROFANITY

The Morehouse Parish School Board disapproves of and does not tolerate the use of profane words, language or gestures by employees and neither does it approve of or tolerate verbal abuse of school personnel, students or others by employees. All employees shall avoid the use of such language and such behavior and are responsible for assuring that their school or other work place is free from such language and behavior at all times.

The Superintendent of the Morehouse Parish School Board, or his/her designee will investigate all complaints in this regard and will endeavor to handle these matters expeditiously in a professional manner so as to protect the offended individual.

Violation of this policy is grounds for discipline, including, but not limited to, discharge of an offending employee.

It shall be the duty of each employee of the Morehouse Parish School Board to abide by this policy.

Any person who has a complaint regarding the use of such profane language, words or gestures or other verbal abuse at work by anyone is urged to bring this matter to the attention of the Superintendent or his/her designee so that it may be investigated and dealt with. Employees should bring their complaint in accordance with the existing

employee grievance policy. If the complaint involves someone who is the employee's direct supervisor and the first person to whom the policy provides the complaint should be directed, the employee may discuss the matter and/or file his/her grievance with the next person in the grievance procedure.

Ref: La. Rev. Stat. Ann. §17:81.

## EMPLOYEE ATTENDANCE

Employees of the Morehouse Parish School Board shall be expected and required to report to their designated work locations in the prescribed manner and at the prescribed time work activity is to commence. Employees shall also be expected to remain at work for the entire work period excluding any rest and meal periods permitted. Tardiness, unexpected absence, or failure to report to work as scheduled may result in disciplinary action. In cases of anticipated absence or where the employee cannot report to work as scheduled, the employee shall notify his/her supervisor as soon as possible after the employee becomes aware that he/she will be absent from work. Continual absence by the employee shall be conveyed to the employee's supervisor on a regular basis. The frequency of contact that may be required shall be determined by the supervisor.

### ABSENCES DURING DAY

No teacher or other employee shall leave the school campus or work location without having first obtained permission from the principal/building administrator or designee. Teachers shall be required to sign out, stating the reason for leaving school. Upon returning, the teacher shall sign back in and note the time of his/her return. An employee's immediate supervisor may authorize an absence during the business day. The Superintendent or designee shall be required to grant permission for absences of a period of one day or more.

### Unauthorized Absence

Any employee who is absent from work and who has not received an authorized leave shall be considered on *unauthorized leave*. Any employee on unauthorized leave shall receive no pay for those days which constituted the unauthorized leave and may be subject to dismissal and/or other disciplinary actions.

### Reporting Absences

All absences of one (1) hour or more shall be reported by the principal or immediate supervisor and shall be recorded and counted toward an employee's leave time on the monthly report forms provided, other than sick leave. However, the principal or immediate supervisor shall be allowed to record and count less than one (1) hour at his/her discretion. Absences shall be reported monthly by principals and department heads on forms provided.

### Tardiness

Employees who are habitually tardy are subject to reduction in pay. Continued tardiness or early departures shall be investigated to determine if the employee is in willful neglect of his/her job responsibilities. These matters shall be handled by the building principal or

appropriate authority, who shall follow personnel guidelines in recording, investigating, and referring the matter for further action.

Ref: La. Rev. Stat. Ann. §§17:81, 17:500, 17:500.1, 17:1186, 17:1201, 17:1202, 17:1203, 17:1204, 17:1206, 17:1208, 17:1208.1.

### NONEXEMPT EMPLOYEE TIMEKEEPING

All nonexempt employees will be required to have work time kept and recorded as follows:

1. Employees at school such as secretaries, clerical employees, paraprofessionals, custodians shall use a time clock in the main office.
2. Cafeteria workers shall use a time clock in the cafeteria or a like timekeeping system. In the event a cafeteria worker works after normal school hours for extra events and a time clock or like timekeeping system cannot be utilized, the worker shall use a sign-in sheet to indicate the time the worker began work and ended work and it shall be signed by the employee.
3. Central office employees, resource center employees, bus drivers and bus aides and employees at other sites operated by the Morehouse Parish School Board shall utilize a time clock except bus aides and bus drivers whose bus is not parked at the bus barn who will clock in and out at the first school at which they arrive.
4. All bus drivers and bus aides (whether their bus is parked at the bus barn or not) shall be required to log on a time sheet each morning and each afternoon the beginning and ending time of their routes. Time spent in pre-trip inspections, post-trip inspections, cleaning up the bus, picking up students for other drivers who may have delays, delays experienced for mechanical problems or accidents and filling out paperwork associated with the route shall be considered hours of work for the purpose of reporting their time.
5. No employee may work overtime or compensatory time hours without prior written approval by his or her direct supervisor, on the form attached to this policy.
6. All nonexempt employees are given a scheduled lunch break day of at least thirty (30) minutes. Each nonexempt employee must clock out at the beginning of the lunch break and must clock in at the end of the lunch break, no matter at which site an employee may be working.
7. Bus drivers and bus aides covering an additional route in the morning or an additional route in the afternoon due to the lack of a substitute driver will be paid one hour for covering a morning route and one hour for covering an afternoon route. This time will be documented on time sheets for employees doing extra work.

Ref: La. Rev. Stat. Ann. §17:81.

## STAFF SCHEDULES

### LENGTH OF STAFF SCHOOL YEAR

The Morehouse Parish School Board shall require instructional personnel to work at least the minimum number of days stipulated by their contract.

### DAILY WORK SCHEDULES

The Morehouse Parish School Board shall require all personnel to follow the school calendar and holiday schedule during the school term. The Superintendent shall establish office hours and work schedules outside the normal school calendar as necessary. Normal business hours for the central office shall be officially designated as 8:00 a.m. to 4:00 p.m., Central Standard Time, Monday through Friday.

The business hours for each school may vary from school to school. Principals and the administrative staff should be in their buildings ahead of pupils or teachers, and should remain in their buildings until pupils and teachers have gone from school. Principals who leave their buildings for any purpose, other than attendance at civic clubs, principals' meetings, going to the administrative offices of the School Board, or other routine business affairs connected with the schools, shall secure prior approval from the Superintendent or his/her designee in advance of anticipated absences.

Principals and assistant principals shall be required to be at their schools at the time that the first bus arrives at school in the morning and to remain at the school until the last bus departs in the afternoon. The principal, on occasion, may appoint a faculty member to assume this duty for him.

Teachers shall be expected to be at school at least fifteen (15) minutes before students report to school and may leave school no sooner than ten (10) minutes after the time for final student dismissal. Adjustments shall be made in order to fulfill individual duty assignments. Exceptions to this time schedule may be made by the principal/building administrator when, in his/her opinion, a justifiable request has been made in advance by the teacher. The unencumbered period is scheduled in order to offer teachers time for school-related activities during the school day and it must be used so unless special permission is granted by the principal to use the period for other activities.

Coaches shall be expected to be at school at least fifteen (15) minutes before students report to school. Their coaching responsibilities begin immediately after the last bell of the academic school day and shall continue for a period of time which is sufficient to establish a minimum-to-maximum proficiency goal in respective athletic participation by the school.

Band directors shall be expected to be at school at least fifteen (15) minutes before students report to school and may leave school no sooner than ten (10) minutes after the time for final student dismissal. Band directors shall be expected to remain at school periodically after the last bell of the academic school day to establish a minimum-to-

maximum proficiency goal in the band program.

Principals and department heads shall be authorized to adjust staff personnel schedules during the work week in order to prevent any employee incurring overtime work, unless properly authorized.

All supervisors shall be responsible for ensuring that appropriate numbers of staff are available during peak periods (i.e., fiscal year beginning/end, fiscal accounting close, budgeting season, etc.) to ensure continuous and effective operations.

*School day* shall mean the regular student attendance hours, whether or not students are actually present.

### SUMMER WORK SCHEDULE

The Superintendent or his/her designee may designate and maintain a summer work schedule that varies from the normal business hours. The principal shall be responsible for the operation of the school during the summer months. This includes summer maintenance, financial statements, requisitions, request for services, reports, mail and correspondence, school records and transcripts, and the coordination of the school operation with the School Board.

In order to achieve the most efficient use of personnel at each school, assistant principals, school secretaries and all other ten (10) and eleven (11) month employees shall work their required number of days at the discretion of the principal, as determined by their contract.

The principal shall give the Superintendent a telephone number(s) where he/she may be contacted at any time. The assistant principal shall be contacted in the absence of the principal as needed.

### MODIFIED WORK SCHEDULE (LIGHT DUTY)

Any employee recovering from a work-related disability and whose recovery is determined by a physician to be to the point where the employee can resume at least partial duties and/or hours of work, may be allowed to return to work on a modified duty schedule. Such a work schedule and/or the nature of the work to be performed by the returning employee shall be at the discretion of the Superintendent or, in a school, at the discretion of the principal subject to the approval of the Superintendent. The School Board shall endeavor to provide reasonable accommodation to such an employee based on the employee's circumstances and conditions of employment in accordance with School Board policy *GAAB, Individuals with Disabilities*. A modified work schedule may continue only until the employee is certified to return to his or her normal work schedule by a physician or the employee has been determined to be permanently disabled.

Ref: La. Rev. Stat. Ann. §§11:778, 17:81, 17:434.

## STAFF MEETINGS

The Morehouse Parish School Board shall require all employees to attend staff meetings and in-service training sessions that may be required by the principals and/or supervisors. General faculty meetings and in-service activities shall be considered part of the instructional personnel's regular assignment and on certain occasions support staff may also be required to attend. Teachers and other personnel shall be required to attend faculty meetings and in-service activities unless they are excused for valid reasons by the principal. Advance notice (at least three (3) days, whenever possible) shall be given to employees informing them of any scheduled faculty meetings. Nothing in this policy shall be intended to prohibit the school site administrator from disseminating significant information when time is of the essence.

Members of the administrative staff shall be expected to attend all administrative staff meetings as called by the Superintendent or his/her designees and participate in regular staff development and/or in-service opportunities.

### SCHOOL FACULTY MEETINGS

The principal shall prepare and disseminate a formal agenda for each staff meeting held. A copy of the agenda shall be sent to the Superintendent.

Ref: La. Rev. Stat. Ann. §17:81.

## PROFESSIONAL AND SUPPORT STAFF WORK LOAD

The Morehouse Parish School Board recognizes that employees shall be expected at times to perform duties above their regular responsibilities. Activities and services that make demands on the teacher's time (such as student registration, attendance-keeping and record-keeping, reporting to parents, supervision of students, and the request for, care of, and accounting for instructional materials) shall be part of each teacher's assignment. It is also recognized that student clubs, school papers, yearbooks, athletics, supervision of playgrounds, and other activities under the supervision of the school are and should be a shared responsibility of the whole faculty. Principals/immediate supervisors may designate both professional and support personnel to perform such duties from time to time and establish the times at which such duties shall be performed. Such assignment of duties shall be spread equitably among the various members of the school staff.

All professional personnel shall be subject to attendance at any regular School Board and committee meetings wherein topics reasonably related to their job responsibilities may be addressed, as may be requested by appropriate authorities.

Ref: La. Rev. Stat. Ann. §17:81.

## EXTRA DUTY OF EMPLOYEES

Teachers are expected to assume reasonable duties over and above their regular classroom responsibilities. The principal shall have authority to make such assignments, which shall be distributed as equitably as possible among teachers.

This extra duty may include supervision of students during extracurricular and co-curricular activities after school hours and in the cafeterias, halls, playground, bus loading area, during non-instructional periods, and activity sponsorship.

Extra responsibilities that make major demands on a teacher's time, such as coaching, band direction, vocal direction, and debate coaching, shall be rewarded with extra compensation. Such assignments shall be approved by the School Board and shall be compensated for in accord with School Board approved schedule.

All professional personnel shall be subject to attend regular and committee School Board meetings on topics reasonably related to their job descriptions as per request of the appropriate authority(ies). There shall be no overtime pay for attending these meetings.

## NON-SCHOOL EMPLOYMENT

Employees of the Morehouse Parish School Board are expected to perform their job responsibilities to the best of their ability, giving priority over any other types of outside work. Employees are expected to not accept outside work positions that would prevent them from performing their school responsibilities in an effective manner or that would raise a conflict of interest.

Outside work assignments that would bring honor to both the employee and the Morehouse Parish School Board are encouraged, such as consultant work, college teaching, professional writing, tutoring, etc. Such responsibilities may well contribute to the employee's professional growth, however, the following restrictions shall apply:

- Employees shall not perform any duties related to an outside job during regular working hours unless approved in writing by the Superintendent or his/her designee.
- Employees shall not use any school district facilities, equipment, or materials in performing outside work without the written consent of the Superintendent or his/her designee.

No teacher shall engage in private instruction of students for compensation during school hours.

Ref: La. Rev. Stat. Ann. §17:81.

## PROFESSIONAL LEAVE

The Morehouse Parish School Board recognizes the value of attending local, regional and national educational meetings in order to become exposed to new ideas and developments in various areas of public school education. Therefore, the Superintendent or his/her designee may grant professional leave to an employee wishing to attend any educationally related conference, meeting, or convention, if such attendance is considered to be in the best interests of the School Board. The School Board may pay all or any part of expenses of any personnel whom it may direct to represent it at any such professional or educational meeting or in visitation to another School Board. In all such cases, prior approval for said expenses must be given by the Superintendent or his/her designee.

Application and notification to attend a conference or similar educational meeting shall be made in writing, using the official form designated for that purpose, and approved by appropriate authorizers as far in advance of the meeting as possible, but not later than ten (10) working days in advance of the meeting, unless authorized by the Superintendent or his/her designee. The written request shall include dates, subjects to be covered, and sponsoring agency. Employees may also be requested or directed by their supervisor to attend a meeting, workshop or other work-related activity.

Employees granted professional leave shall be expected to fully participate in the conference or educational meetings for which leave is granted. The employee may also be required to submit proper documentation that the leave granted was used for the purposes for which requested. Any instances of non-attendance shall be reported to the employee's supervisor. Such non-attendance may result in reimbursement to the School Board of any compensation paid the employee for the leave days taken, and may lead to discipline of the employee up to and including termination.

### SCHOOL DISTRICT MEETINGS

Employees shall attend in-service meetings in the school district during the workday on the recommendation of the immediate supervisor/department head and as authorized by the Superintendent.

### STATE MEETINGS

Employees may be permitted to attend workshops and/or in-service meetings in the state during the work day with the recommendation of the principal/supervisor/department head and the authorization of the Superintendent, provided such meetings are related to the performance of the employee's job assignment.

### LEAVE FOR STATE BOARD OR COMMISSION

Leave with pay shall be granted any School Board employee who is an elected member of the Board of Trustees of the *Teachers' Retirement System of Louisiana* or the *Louisiana School Employees Retirement System*, an elected or appointed member of the *Louisiana Board of Elementary and Secondary Education* (BESE), or an appointed member of any task force, commission, or other advisory body established by BESE so that such employee may attend meetings of the entity and any committees thereof on which the employee serves.

The School Board shall require any employees who may serve on the public entities outlined above to provide notice to the School Board of the dates and times of all meetings of the entity and any committees thereof that are scheduled to occur on a regular basis and reasonable notice to the School Board of any special or otherwise unscheduled meetings.

Any employee serving on such an entity shall apply in writing for such leave in a timely manner, but in no case less than twenty-four (24) hours prior to the date of the meeting, except in an emergency. The employee shall also be required to submit proper documentation that the leave granted was used for the purposes for which requested. Improper use of said leave may result in reimbursement to the School Board of any compensation paid the employee for the leave days taken, and may lead to discipline of the employee up to and including termination.

### STATEWIDE PROFESSIONAL EDUCATION ORGANIZATIONS

The Superintendent shall grant a leave of absence, without pay, to any regularly employed teacher or other employee who is a president of a statewide professional education organization with a membership of more than 10,000 members, during his or her term of office, not to exceed two (2) years. The granting of such leave shall not affect any tenure rights which may have been previously acquired.

Ref: La. Rev. Stat. Ann. §17:81.

## SABBATICAL LEAVE

The Superintendent of the Morehouse Parish School Board may grant sabbatical leave for the purpose of professional or cultural improvement or for medical leave to all teaching personnel in accordance with statutory provisions. *Teaching personnel* shall include any person employed by the School Board who holds a valid teaching certificate issued by the Louisiana Board of Elementary and Secondary Education and any social worker, school counselor, school nurse, audiologist, education diagnostician, speech-language pathologist, or school psychologist employed by the School Board who holds the appropriate valid professional ancillary certificate issued by the Louisiana Department of Education.

### ELIGIBILITY

Sabbatical leave may be granted on the ratio of two (2) semesters for twelve (12) or more consecutive semesters of active service within the employ of the Morehouse Parish School Board or one (1) semester for six (6) or more consecutive semesters of such service.

At no time may more than five percent (5%) of the total number of teachers employed by the School Board be on leave. Selection of employees among those who qualify for sabbatical leave must be based on years of continuous service and other criteria as specified by statute.

### MEDICAL SABBATICAL LEAVE

A teacher may make application for *medical sabbatical leave*, which shall be accompanied by a statement from a licensed physician certifying that the leave is medically necessary.

If the Superintendent or Supervisor of Personnel Services, upon review of the application, questions the validity or accuracy of the certification, the Superintendent or Supervisor of Personnel Services may require the applicant, as a condition for continued consideration of the application, to be examined by a licensed physician selected by the Superintendent. In such a case, the School Board shall pay all costs of the examination and any tests determined to be necessary. If the physician finds a medical necessity, the leave application shall be granted.

If the physician selected by the Superintendent disagrees with the certification of the physician selected by the applicant, then the Superintendent or Supervisor of Personnel Services may require the applicant, as a condition for continued consideration of the application, to be examined by a third licensed appropriate physician whose name appears next in the rotation of physicians on a list established by the local medical society for such purpose and maintained by the School Board. All costs of an examination and

any required tests by a third physician shall be paid by the School Board. The opinion of the third physician shall decide the issue.

The opinion of all physicians consulted shall be submitted 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.

#### SABBATICAL LEAVE FOR PROFESSIONAL OR CULTURAL IMPROVEMENT

Every person on sabbatical leave for the purpose of professional or cultural improvement, shall during each semester of leave, pursue a program of study, earning at least nine (9) undergraduate credit hours, provided such hours directly improve the person's skills and knowledge as a teacher, or six (6) graduate credit hours, or be certified as a full-time student at an institution of higher learning accredited by the respective State Board of Education or territorial board in which such institution is located. If less than fifteen (15) weeks is spent as specified above, the number of weeks less than fifteen (15) shall be spent in either of the two (2) alternatives specified below:

1. Pursue a program of independent study, research, authorship or investigation which involves an approximately equivalent amount of work and which is approved by the School Board.
2. Engage in travel which is so planned as to be of definite educational value and which has been approved by the School Board.

Final authority for granting such leave shall rest with Superintendent.

#### PROCEDURE FOR APPLICATION

1. Application for sabbatical leave shall be made on a form provided by the Superintendent. Applications shall be sent to the Superintendent by registered mail at least sixty (60) days preceding the beginning of the semester of the scholastic year for which leave is requested, except that when a teacher or other professional employee has become sick during a semester and requests medical sabbatical leave, it shall be sufficient if the application is mailed thirty (30) days prior to the date upon which the requested leave is to commence.

All applicants for sabbatical leave shall be interviewed by the Superintendent or designee in order that he/she may determine how the applicant proposes to use the leave of absence. The Superintendent or designee shall report his/her findings and recommendations on the application form or such other place as the Superintendent deems appropriate.

The Superintendent shall inform the applicant of the approval or denial of sabbatical leave at least thirty (30) days preceding the beginning of the semester of the school year for which the leave is requested, except that, where a teacher

has become sick during a semester and has requested medical sabbatical leave, the Superintendent shall inform the teacher of approval or denial of such leave as soon as possible after receipt of his/her request for leave.

2. Quota and Order of Preference of Applicants

At no time during the school year shall the number of persons on sabbatical leave exceed five per centum (5%) of the total number of teachers employed by the School Board.

Should the number of leaves to be granted exceed five per centum (5%) of the total number of teachers employed in the parish:

- A. Preference in every case shall be given to the applicant who has rendered active service in the school system for the greatest number of consecutive semesters immediately preceding the period for which leave is requested.
- B. Where any two (2) applicants rank equally in point of continuous service, preference in every case shall be given to the applicant who has rendered service in the school system for the greater total number of semesters.
- C. Where any two (2) applicants rank equally in both point of continuous service and in point of total service, preference in every case shall be given to the applicant whose date of birth is earlier.
- D. In cases where all factors are equal, the tie shall be broken by the drawing of lots in the presence of the employees.
- E. Applicants whose applications are filed in the first thirty days of the semester shall be given a preference over those who seek sabbatical leave under the special provisions relating to sickness during a school semester.
- F. Whenever the quota established for leave for the purpose of rest and recuperation has been filled, all remaining applications shall be rejected and shall be disregarded in any further selection of applications for that semester. Those whose applications are rejected have the right to re-apply in any future semester.

3. Every application for sabbatical leave shall specify all of the following:

- A. The period for which leave is requested;
- B. Whether leave is requested for the purpose of professional or cultural improvement, or for the purpose of medical leave;

- C. The precise manner, insofar as possible, in which such leave, if granted, shall be spent;
- D. The semesters spent in active service in the school system from which leave is requested; and
- E. The date of birth of the applicant.
- F. The application shall contain a statement over the signature of the applicant that he/she shall agree to comply with all sabbatical leave provisions.
- G. Every application for sabbatical medical leave shall be accompanied by a statement from a licensed physician on a form provided by the Morehouse Parish School Board that the leave is medically necessary

### COMPENSATION

A teacher granted sabbatical leave shall be paid compensation at the rate of **sixty-five percent (65%)** of the person's salary at the time the sabbatical leave begins. A teacher on sabbatical leave with pay must continue his/her retirement contribution. Time spent on such leave is considered as active service for retirement purposes.

### CONDITIONS OF SABBATICAL

- 1. Each person granted sabbatical leave, as a condition of the sabbatical leave, shall be prohibited from being employed during the sabbatical leave by any public or private elementary or secondary school in Louisiana or any other state.
- 2. Every person on *medical sabbatical leave* shall be prohibited from undertaking any gainful employment during such leave unless all of the following conditions are met:
  - A. The teacher can demonstrate that he/she will be working not more than twenty (20) hours a week in a part-time job that he/she has been working for not less than one hundred and twenty (120) days prior to the beginning of such leave.
  - B. The doctor certifying the medical necessity of the leave indicates that such part-time work does not impair the purpose for which the leave is granted.
  - C. The Superintendent authorizes such part-time work.

Violation of the part-time work provisions shall result in the medical sabbatical leave being rescinded.

3. Teachers of the Morehouse Parish School Board eligible for sabbatical leave under the provisions of La. Rev. Stat. Ann §17:1171 et seq. may request, through customary procedures, approval from the Morehouse Parish School Board to continue coaching responsibilities at their assigned school when all Louisiana High School Activities Association requirements and other locally assigned responsibilities are met. The School Board reserves the right to reject any and all requests submitted under this policy and will decide each case based on its individual merits.
4. Each person granted sabbatical leave shall sign an agreement or contract as specified with the School Board stipulating that, as a condition of sabbatical leave and in order to be eligible for compensation during such leave, he or she will return to service for one (1) semester for each semester of leave upon completion of the sabbatical leave. Said service shall ordinarily be performed in this School District.

No person who, upon the expiration of his/her sabbatical leave, immediately begins employment with a state-operated educational agency, city, parish, or other local school board, department, school, college or university instead of returning to the school system which granted him/her such leave, shall be required to forfeit that portion of compensation paid to him/her by the State while he/she was on such leave. However, such person shall be required to reimburse the school system any salary paid to him/her by the School Board while he/she was on leave, unless the Superintendent opts to exercise the waiver provision as explained under *Waiver of Intention to Return to Service Clause* explained herein.

As per statutory requirement, any employee taking sabbatical leave who fails to return to service with the Morehouse Parish School Board upon expiration of the leave as specified above for any reason other than incapacitating illness as certified by two (2) physicians, shall forfeit all salary compensation received during the leave period.

The Superintendent shall have the authority to waive this requirement in accordance with its pre-published criteria, as noted under *Waiver of Intention to Return to Service Clause* explained herein, if he/she deems such to be in the best interest of the School District, provided that such a waiver shall not be of a discriminatory nature against any employee or applicant because of his or her job description, age, race, or sex.

4. An employee on professional sabbatical leave shall observe the above stipulations concerning graduate or undergraduate credit hours to be earned and/or alternatives such as productive research or travel. The Superintendent shall have the authority to require written reports of work done and work to be done at any time during the period of leave. In addition, written reports are required within thirty (30) days after the beginning of each semester of leave and within thirty (30) days after the end of leave.

5. Any employee who fails to comply with statutory provisions may have his/her leave terminated by the Superintendent at any time.
6. Every person on sabbatical leave shall notify the Superintendent of his/her intention to return to work not less than thirty (30) days prior to the beginning of the semester in which he/she expects to return.
7. An employee who has been granted sabbatical leave shall, upon expiration of the leave, be returned to the same position in the same school held at the time of said sabbatical leave was granted unless otherwise agreed to by the individual.

#### WAIVER OF INTENTION TO RETURN TO SERVICE CLAUSE

The return to service provision, as stated in *Conditions of Sabbatical*, Item 3 above, may be waived by the Superintendent, after careful review and consideration in any of the following instances:

1. Any person whose spouse is transferred out of the parish (job requirement not anticipated before leave) during the time the teacher is on leave or within one (1) year immediately following the termination of such leave (certification must be provided by spouse's employer).
2. Any person who receives a position to the Louisiana Department of Education, to another public school system within the State of Louisiana, or to a state-operated educational agency. In such instances, the person granted sabbatical leave, upon the expiration of leave, shall be permitted to retain that portion of compensation paid by the state while he/she was on leave. However, such person shall be required to reimburse the School Board any compensation paid by the School Board while on leave.
3. Incapacitating illness, as certified by two (2) physicians. (The Superintendent reserves the right to verify validity of the request.)
4. Whenever, in the Superintendent's opinion, such a waiver would be in the best interest of the School Board.

#### FINAL DECISION

Notwithstanding any other provision of law or this policy manual to the contrary, all decisions relative to granting sabbatical leave shall be made by the Superintendent.

Ref: La. Rev. Stat. Ann. §§11:755, 14:125, 17:1170, 17:1171, 17:1172, 17:1173, 17:1174, 17:1175, 17:1176, 17:1177, 17:1178, 17:1179, 17:1180, 17:1181, 17:1182, 17:1183, 17:1184, 17:1185, 17:1187.



Name:

I, the undersigned applicant, do hereby acknowledge that, if this sabbatical leave is granted, I will be paid a salary equal to sixty-five percent (65%) of the salary [which is fixed at the inception of the sabbatical leave and will not change during the period of said sabbatical leave] that I would receive if I were employed full-time by the Morehouse Parish Public School System at the beginning of the period of this sabbatical leave. I grant permission and/or authority to the institution(s) named in this application to release my school attendance, courses undertaken, grades earned therein, and any other relevant information to officials of the Morehouse Parish Public School System. I further attest and authorize that a photocopy of this application may be considered as an original for purposes of requesting the release of information to the Morehouse Parish Public School System.

As a condition of this sabbatical leave and to be eligible for compensation during such leave, I, the undersigned applicant, do hereby agree to return to service in the Morehouse Parish Public School System for one (1) semester for each semester of sabbatical leave which I may be granted herein, and that such service shall begin immediately at the expiration of the sabbatical leave period herein requested.

I further acknowledge that I am prohibited by state law [La. R.S. 17:1177(C)] from being employed part-time or full-time during the period of this sabbatical leave, if granted, by any public or non-public school system within the United States of America, its territories or possessions.

I further affirm that all statements and representations made herein are true, accurate and correct to the best of my knowledge and belief.

I hereby grant permission and/or authority to the above named institution(s) to release information relative to my school attendance, courses attended, and grade transcripts to the Morehouse Parish School Board and the Board=s administrative officers in order for them to determine/verify my eligibility for sabbatical leave; and, I understand by the completion of this document/authorization that I shall be responsible for the financial charges pursuant to the completion of the requirements for these institution(s). Part of the consideration for this authorization is the granting of my sabbatical leave. **This authorization shall not be revoked by me for any reason whatsoever.**

I do hereby attest that a photocopy of this document shall serve as an original for the purpose of releasing information to the Board and its staff.

I, the undersigned applicant, do hereby agree to comply with all provisions of Louisiana law and the policy and regulations of the Morehouse Parish School Board in regard to sabbatical leave.

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Applicant's Signature

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Date of Completion of this Form



Name:

I, the undersigned applicant, do hereby acknowledge that, if this sabbatical leave is granted, I will be paid a salary equal to sixty-five percent (65%) of the salary [which is fixed at the inception of the sabbatical leave and will not change during the period of said sabbatical leave] that I would receive if I were employed full-time by the Morehouse Parish Public School System at the beginning of the period of this sabbatical leave. I hereby affirm that I will comply with all policies and regulations of the Morehouse Parish Public School System and the laws of the State of Louisiana regarding sabbatical leave enumerated in Title 17 of the Louisiana Revised Statutes, as amended.

As a condition of this sabbatical leave and to be eligible for compensation during such leave, I, the undersigned applicant, do hereby agree to return to service in the Morehouse Parish Public School System for one (1) semester for each semester of sabbatical medical leave which I may be granted herein, and that such service shall begin immediately at the expiration of the sabbatical medical leave period herein requested.

I further acknowledge that I am prohibited during the period of this sabbatical leave, if granted, to be employed gainfully for more than twenty (20) hours per week, and such work meets all of the requirements of Louisiana Revised Statute 17:1177, and has been approved by the Board of the Morehouse Parish Public School System. I further acknowledge that I am prohibited by state law [La. R.S. 17:1177(C)] from being employed during the period of this sabbatical medical leave, if granted, by any public or non-public school system within the United States of America, its territories or possessions.

I further affirm that all statements and representations made herein are true, accurate and correct to the best of my knowledge and belief.

I do hereby grant permission and/or authority to the above named physicians to release statements of my medical health status, both physical and/or emotional, to the Morehouse Parish School Board and the Board=s administrative officers in order for them to determine/verify my eligibility for sabbatical leave; and, I understand by the completion of this document/authorization that I shall be responsible for the financial charges pursuant to the completion of the statements from my physicians. **This authorization shall not be revoked by me for any reason whatsoever.** Further, I do hereby attest that a photocopy of this document shall serve as an original for the purpose of releasing medical information to be Board and its staff.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date of Completion of this Form

**A STATEMENT FROM A PHYSICIAN ATTESTING TO THE NEED FOR THE SABBATICAL MEDICAL LEAVE MUST BE PROVIDED ON THE ATTACHED FORM AND SENT DIRECTLY BY THE PHYSICIAN TO THE MOREHOUSE PARISH SCHOOL BOARD OFFICE**

P. O. Box 872  
4099 Naff Avenue

**Morehouse Parish School Board**

Bastrop, LA 71221-0872  
Personnel Supervisor

**Sabbatical Medical Leave  
Physician's Statement as Required By  
Louisiana Revised Statute 17:1170 et.seq.**

The information contained in this document is exempt from the public record laws of the State of Louisiana.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Exact period for which leave is requested:

1. Have you examined and/or treated this patient during the past two years? \_\_Yes\_\_ No
2. The date you last examined or treated this patient:
3. Current diagnosis and date of said diagnosis:

\_\_\_\_\_  
\_\_\_\_\_

The probable duration of the patient's condition: \_\_\_\_\_

Based on your current diagnosis:	Yes	No
Would this condition be considered within the parameters of a contagious or communicable disease?		
Would this condition normally cause the patient to be hospitalized?		
Is recuperation from the effects of this condition possible?		
Does this condition reduce the patient's capabilities in the following area? Vision Hearing Speech Motion		
Does this condition prohibit the patient from conducting normal cognitive		
Would this condition prohibit the patient from conducting the duties of a teacher?		
Based upon your examination and diagnosis, would part-time employment of the patient of twenty hours or less per week in any other job or occupation impair the purpose for which the sabbatical leave is required? If no, how many hours per week could the employee work?		

Please provide any additional information you feel pertinent in the School Board's decision process as to whether or not to grant the sabbatical medical leave request made by this patient using the reverse side of this form.

I, the undersigned physician hereby swear or affirm that I am a physician licensed under the laws of the State of Louisiana (or the State of \_\_\_\_\_). I further certify under penalty of criminal prosecution for false swearing that I have examined the herein named patient/applicant for extended sick leave and have found that the medical condition stated above makes the leave herein medically necessary for the time period set forth above.

**SABBATICAL LEAVE RETURN TO WORK AGREEMENT**

I, the undersigned applicant, do hereby stipulate, agree, and contract as a condition for the granting of this sabbatical leave and in order to be eligible for compensation during said sabbatical leave, I shall return to service of the Morehouse Parish School Board in such teaching capacity as is assigned to me by the Morehouse Parish School Board upon my return following the expiration of my sabbatical leave which I understand to be one semester of teaching for each semester of sabbatical leave granted.

The only exception to the requirement stated in the immediately preceding paragraph is an incapacitating illness suffered by me as certified in writing by a license physician(s).

I further agree and contract for the consideration hereinabove stated that should I fail to return to service in the Morehouse Parish School System in the manner hereinabove stated, following the expiration of the sabbatical leave, I shall forfeit all compensation received during the sabbatical leave period and consent to the Morehouse Parish School Board taking all necessary steps, including but not limited to, the institution of legal proceedings in the Fourth Judicial District Court in and for the Parish of Morehouse, State of Louisiana, which venue is specifically agreed upon by me, in order for said school board to have returned to it all compensation received by me during the sabbatical leave. However, should upon the expiration of the sabbatical leave I immediately begin employment with a state-operated educational agency, city or parish school board, department, school, college, or university instead of returning to the Morehouse Parish School Board, I shall not be required to forfeit that portion of the compensation paid to me by the State of Louisiana while I was on sabbatical leave but I shall be required to immediately reimburse the Morehouse Parish School Board all salary paid to me by it while I was on sabbatical leave.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_

## PERSONNEL LEAVES AND ABSENCES

The Morehouse Parish School Board may grant leaves of absence to teachers and other employees upon application for leave, subject to such rules and regulations that may be established for the various types of leave.

All leaves must be requested in writing on the form approved for that purpose. Applications for leave must be submitted to the Superintendent or designee well in advance of the anticipated beginning date of leave, whenever possible.

All leaves granted shall be conducted in accordance with state law and pertinent regulations. Any employee on leave who does not comply fully with the stated intentions and administrative regulations of said leave, may be subject to disciplinary action.

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, is not entitled to be paid for the days of unauthorized absence and non-performance of duties, and may be subject to disciplinary action. Employees whose unauthorized absences are excessive may be subject to termination.

Under no circumstances shall any type of leave be granted for purposes of seeking or accepting employment.

### RETURN FROM LEAVES OF ABSENCE

A leave of absence granted by the Morehouse Parish School Board is official permission for an employee to be absent from regular employment duties. Such granting of leave protects certain employment rights only for the duration of the leave. In order to retain those rights, an employee shall return to duty on the next work day following the expiration of the leave, unless the employee has applied for and has received an extension of that leave prior to its expiration date.

Any employee who does not return at the expiration of the leave shall not be reinstated until there is an appropriate vacancy to be filled. If such an employee makes no attempt to return within thirty (30) calendar days of the expiration date of the leave, or its extension, the employee shall be deemed to have voluntarily removed himself/herself from employment.

Ref: La. Rev. Stat. Ann. §17:81.

## PERSONAL LEAVE

Teachers and other employees of the Morehouse Parish School Board, except those who receive annual leave (vacation time), shall be allowed up to two (2) days absence without loss of pay during each school year to be used for such purposes as may be determined by the individual employee. Personal leave shall be charged to and deducted from current and/or accumulated sick leave as of the date personal leave is taken. Personal leave shall not be accumulated from year to year, nor shall personal leave be compensated for upon death or retirement or paid in any other manner except as provided by law.

The Morehouse Parish School Board shall also grant an additional three (3) days of personal leave which may be used for urgent personal reasons without any deduction of accumulated leave. Use of any of these three (3) days shall result in deduction of the absent employee's substitute pay from the absent employee's daily rate of pay for each day taken. The additional personal leave days shall not be cumulative from year to year, nor shall it be compensated upon death or retirement or paid for in any other manner.

Persons wishing to take personal leave shall notify the principal of the school in which he/she is employed or his/her staff supervisor of his/her intention to take such personal leave at least twenty-four (24) hours before personal leave will be taken. All employees requesting personal leave must submit an official leave form to the principal/ immediate supervisor for approval.

Ref: La. Rev. Stat. Ann. §§17:81, 17:1208, 17:1208.1.

## SICK LEAVE

The Morehouse 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 or special circumstances, 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/she reports for duty and actually performs work.

The minimum of ten 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, school 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 clinician certifying such illness. *Clinician* means a physician, physician assistant providing healthcare services in accordance with Louisiana law, or an

advanced practice registered nurse providing healthcare services in accordance with Louisiana law. 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 clinician specified by the Superintendent or School Board, in order to verify the existence of a medical necessity.

Excuses for employee absences due to illness or injury must be provided on clinician's letterhead containing the clinician's name, address, and telephone number, typed, printed, or as part of the letterhead. The clinician's typed or neatly printed name shall also appear beneath his/her signature. The letter must clearly state the reason for the illness or injury, date of the 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 purposes shall be defined by the School Board as:

1. Illness of the employee
2. Illness within the immediate family – spouse, parents, children, brother, sister;
3. Death in the family – not restricted to immediate family
4. Court summons; or
5. Other unusual circumstances as approved by the Superintendent or designee.

#### 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. 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.

#### Extended Sick Leave for Maternity or Adoptive Purposes

Each employee granted maternity or adoptive leave in accordance with state law and who has no remaining sick leave balance available may 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 clinician as relating to infant or maternal health, prior to extended sick leave being taken.

#### Application Process

On every occasion that an employee uses extended sick leave, a statement from a clinician 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.

The required clinician's statement may be presented along with the request for extended sick leave subsequent to the 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 are presented within three (3) days after the employee returns to service. However, the School Board or Superintendent reserves the right to question the validity of the medical certification after the three (3) 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 clinician's statement shall be submitted prior to the start of the next school year in order to be eligible for continued extended sick leave.

#### 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 clinician 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.

#### 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 clinician 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.

#### SICK LEAVE FOR ASSAULT OR BATTERY

Any employee of the public schools who is 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. A *teacher* shall be required to provide a certificate from a physician certifying 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 employee 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 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 disabled as a result of rendering such assistance. Any *school employee*, but not a *bus operator*, 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 the disability. The School Board may extend the period of sick leave beyond the allowable period at its discretion.

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 CLINICIANS CERTIFICATION

If at any time during the period of extended sick leave, sick leave as a result of physical assault or battery, or 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, taken by a *teacher*, the School Board or Superintendent questions the validity or accuracy of the clinician's certification submitted, the School Board or Superintendent may require the *teacher*, or the *immediate family member*, in the case of for extended sick leave, to be examined by a licensed clinician selected by the School Board.

If at any time during the period of extended sick leave or sick leave taken as a result of physical assault or battery by a *bus operator* or *school employee*, the School Board or Superintendent questions the validity or accuracy of the clinician's certification submitted, the School Board or Superintendent may require the *bus operator* or *school employee* to be examined by a licensed clinician selected by the School Board.

Any further review of medical certification shall proceed as follows:

1. Upon review of the clinician'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 applicable, as a condition for taking the applicable sick leave, to be examined by a licensed clinician selected by the School Board or Superintendent. If the physician finds medical necessity or certifies a disability, the leave shall be granted.
2. If the selected clinician disagrees with the original medical certification from the clinician selected by the employee, then the School Board or Superintendent may require the employee, or immediate family member, as applicable, as a condition for taking the applicable sick leave, to be examined by a *third* licensed clinician, 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. The final determination of medical necessity or certification of a disability shall be based on the opinion of the third clinician.
3. In the determination of the validity of a clinician's certification, the opinion of *all* clinician's consulted shall be submitted to the School Board or Superintendent in the form of a **sworn statement**. All information contained in any statement from clinician 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 Morehouse 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.

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.



MOREHOUSE PARISH SCHOOL BOARD  
MEDICAL CERTIFICATION

Required for Employees on Extended Leave (Use if Certification PRIOR TO Leave)

Submit this form to the Payroll Department

*All records regarding medical certification, like all other employee medical records, will be treated as confidential and kept in separate files. Medical Certifications must be turned in to the Central Office's Payroll Department before going on medical leave. After 5 days of absence without this form on file, the employee will be placed on an unapproved leave with a possibility of dockage for each day missed.*

Name: \_\_\_\_\_ Date: \_\_\_\_\_

1. I recognize that for the purpose of this certification a "medical necessity" is the result of a catastrophic illness or injury, which means a life-threatening, chronic or incapacitating condition of the employee or a member of his immediate family which requires the employee to be absent from work for at least ten (10) consecutive work days.

2. Date the medical necessity began: \_\_\_\_\_

3. The probable duration of the medical necessity: \_\_\_\_\_

4. Appropriate medical facts regarding the condition:

\_\_\_\_\_

5. Date patient (employee or family member) was last examined or treated: \_\_\_\_\_

6. Period of time of leave requested for employee's medical necessity of that of an immediate family member:

From: \_\_\_\_\_ To: \_\_\_\_\_

Please enter numerical dates only. Words such as "unknown" or "to be determined" will not be accepted.

7. Would part-time employment of twenty hours or less per week impair the purpose for which the extended sick leave is required? \_\_\_\_\_ YES \_\_\_\_\_ NO. If no, how many hours per week could the employee work? \_\_\_\_\_

8. Dates leave requested: From: \_\_\_\_\_ To: \_\_\_\_\_

Please enter numerical dates only. Words such as "unknown" or "to be determined" will not be accepted

I, the undersigned **physician/physician's assistant/nurse practitioner (circle one)** hereby swear or affirm that I am licensed under the laws of the State of Louisiana (or the State of \_\_\_\_\_). I further certify under penalty of criminal prosecution for false swearing that I have examined the herein named patient/applicant for extended sick leave and have found that the medical necessity stated above makes the leave herein medically necessary for the time period set forth above.

Medical Practitioner's Name & Address

Medical Practitioner's Signature

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_

Note: A signature stamp **cannot** be accepted.

Must be medical practitioner's original signature.

Telephone: \_\_\_\_\_

*I have received a copy of the Family Medical Guidelines from the Morehouse Parish Policy Manual and acknowledge the following: Once my Medical Certification has expired, it is my responsibility to get a new one to payroll in a timely manner. Otherwise, the new one will be effective the day that it is received in the Payroll Department. I am aware that I will be docked my daily rate of pay for every day that I have no valid Medical Certification on File. Medical Certification will not be applied retroactively.*

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**MOREHOUSE PARISH SCHOOL BOARD  
MEDICAL CERTIFICATION**

Required for Employees on Extended Leave (Use if Certification AFTER Leave Taken)

Submit this form to the Payroll Department

*All records regarding medical certification, like all other employee medical records, will be treated as confidential and kept in separate files. Medical Certifications must be turned in to the Central Office's Payroll Department before going on medical leave. After 5 days of absence without this form on file, the employee will be placed on an unapproved leave with a possibility of dockage for each day missed.*

Name: \_\_\_\_\_ Date: \_\_\_\_\_

1. I recognize that for the purpose of this certification a "medical necessity" is the result of a catastrophic illness or injury, which means a life-threatening, chronic or incapacitating condition of the employee or a member of his immediate family which requires the employee to be absent from work for at least ten (10) consecutive work days.
2. Date the medical necessity began: \_\_\_\_\_
3. The duration the medical necessity lasted: \_\_\_\_\_
4. Appropriate medical facts regarding the condition:  
\_\_\_\_\_
5. If the request is for intermittent leave or leave on a reduced schedule, the dates on which treatment was given and the duration of such treatments must be stated here: \_\_\_\_\_
6. Date patient (employee or family member) was last examined or treated: \_\_\_\_\_
7. Period of time of leave requested for employee's medical necessity or that of an immediate family member:  
From : \_\_\_\_\_ To: \_\_\_\_\_  
Please enter numerical dates only. Words such as "unknown" or "to be determined" will not be accepted.
8. Would part-time employment of twenty hours or less per week impair the purpose for which the extended sick leave is required? \_\_\_\_\_ YES \_\_\_\_\_ NO. If no, how many hours per week could the employee work? \_\_\_\_\_
9. Dates leave requested: From: \_\_\_\_\_ To: \_\_\_\_\_  
Please enter numerical dates only. Words such as "unknown" or "to be determined" will not be accepted.

I, the undersigned **physician/ physician's assistant/nurse practitioner (circle one)** hereby swear or affirm that I am licensed under the laws of the State of Louisiana (or the State of \_\_\_\_). I further certify under penalty of criminal prosecution for false swearing that I have examined the herein named patient / applicant for extended sick leave and have found that the medical necessity stated above makes the leave herein medically necessary for the time period set forth above.

Medical Practitioner's Name & Address

Medical Practitioner's Signature

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_  
Note: A signature stamp **cannot** be accepted.  
Must be medical practitioner's original signature.

Telephone: \_\_\_\_\_

*I have received a copy of the Family Medical Guidelines from the Morehouse Parish Policy Manual and acknowledge the following: Once my Medical Certification has expired, it is my responsibility to get a new one to payroll in a timely manner. Otherwise, the new one will be effective the day that it is received in the Payroll Department. I am aware that I will be docked my daily rate of pay for every day that I have no valid Medical Certification on File. Medical Certification will not be applied retroactively.*

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



MOREHOUSE PARISH SCHOOL BOARD

MEDICAL CERTIFICATION

Required for Employees on Extended Leave (Maternity Purposes)

Submit this form to the Payroll Department

1. I recognize that for the purpose of this certification that the teacher who is the applicant has a personal illness related to the purpose for which a maternity leave was granted.
2. Date the medical condition began: \_\_\_\_\_
3. The probable duration of the medical condition: \_\_\_\_\_
4. Appropriate medical facts regarding the condition: \_\_\_\_\_  
\_\_\_\_\_
5. Date patient was last examined or treated: \_\_\_\_\_
6. Period of time of leave requested for teacher's personal illness related to purposes for which maternity leave was granted:

From: \_\_\_\_\_ To: \_\_\_\_\_

Please enter numerical dates only. Words such as "unknown" or "to be determined" will not be accepted.

I, the undersigned **physician / physician's assistant / nurse practitioner (circle one)** hereby swear or affirm that I am licensed under the laws of the State of Louisiana (or the State of \_\_\_\_\_). I further certify under penalty of criminal prosecution for false swearing that I have examined the herein named patient / applicant for extended sick leave and have found that the personal illness of the teacher is related to the purposes for which the teacher's maternity leave was granted and the leave is medically necessary for the time period set forth above.

Medical Practitioner's Name & Address

Medical Practitioner's Signature

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_  
Note: A signature stamp **cannot** be accepted.  
Must be medical practitioner's original signature.

Telephone: \_\_\_\_\_

*I have received a copy of the Family Medical Guidelines from the Morehouse Parish Policy Manual and acknowledge the following: Once my Medical Certification has expired, it is my responsibility to get a new one to payroll in a timely manner. Otherwise, the new one will be effective the day that it is received in the Payroll Department. I am aware that I will be docked my daily rate of pay for every day that I have no valid Medical Certification on File. Medical Certification will not be applied retroactively.*

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## FAMILY AND MEDICAL LEAVE

The *Family and Medical Leave Act* (FMLA) provides eligible employees the opportunity to take unpaid, job-protected leave for specified family and medical reasons.

### ELIGIBILITY

Only eligible employees are entitled to take FMLA leave. To be eligible for FMLA benefits, an employee shall have been employed by the School Board for at least twelve (12) months and have worked at least 1250 hours during the 12-month period immediately preceding the date of the leave to be taken.

### LEAVE ENTITLEMENT

Eligible employees may take up to twelve (12) workweeks of unpaid leave in a 12-month period for one or more of the following reasons:

1. For the birth of the employee's son or daughter or for the placement with the employee of a son or daughter for adoption or foster care, and to care for the newborn or newly placed child;
  - A. Leave shall be taken within the twelve (12) months immediately following the birth or placement;
  - B. In cases where both a husband and wife are employed by the School Board and both are eligible for FMLA leave, the husband and wife shall be limited to a combined total of twelve (12) weeks of FMLA leave for the birth or placement and subsequent care;
2. To care for the employee's spouse, son, daughter, or parent with a *serious health condition*;
3. Because of a *serious health condition* that makes the employee unable to perform one or more of the essential functions of his or her job; and
4. Because of any "qualifying exigency" arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty).

### MILITARY CAREGIVER LEAVE

Eligible employees who are the spouse, child, parent, or next of kin of a covered service member are also entitled to up to fourteen (14) workweeks of additional unpaid leave during a single 12-month period (for a total of twenty-six (26) weeks if combined with other

FMLA leave) to care for a covered service member who is undergoing medical treatment, recuperation or therapy, is in outpatient status, or is on the temporary disability retired list, for a qualifying *serious injury or illness*. In cases where both a husband and wife are employed by the Morehouse Parish School Board and both are eligible for FMLA leave, the husband and wife shall be limited to a combined total of twenty-six (26) weeks of FMLA military caregiver leave.

#### IDENTIFYING THE 12-MONTH PERIOD

The 12-month period within which the employee may take his/her FMLA leave begins and is measured forward from the first date the employee takes FMLA leave. The next 12-month period would not begin until the next time FMLA leave is taken after completion of the prior 12-month period.

#### INTERMITTENT LEAVE OR REDUCED LEAVE SCHEDULE

Generally, the time taken for FMLA leave shall be on a continuous basis. Under some circumstances, however, employees may take FMLA leave on an intermittent or reduced basis. In such instances, the 12-month period begins on the first day leave is taken.

Employees may be permitted to take FMLA leave on an intermittent or reduced basis to care for a covered family member with a *serious health condition* or for the employee's own *serious health condition* when medically necessary. An employee may take intermittent leave for the birth or placement of a child only with School Board approval.

In any case in which an instructional employee requests intermittent FMLA leave that is foreseeable based on planned medical treatment and the employee would be on leave for more than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the employee may be required to take leave for periods not to exceed the particular duration of the planned medical treatment or to temporarily transfer to an alternative position for which the employee is qualified and which would be less disruptive to the classroom.

#### ADVANCE NOTICE

Employees shall comply with the School Board's policies and pertinent administrative procedures for all leave requests and provide enough information for the School Board to reasonably determine whether the FMLA may apply to the leave request. In any case in which the need for leave is foreseeable, the employee shall provide the School Board with at least thirty (30) days notice before the date the leave is to begin. When the need for leave is foreseeable less than thirty (30) days in advance or is unforeseeable, employees shall provide notice as soon as possible.

When the need for leave is for the birth or placement of the employee's child and/or subsequent care and said need for leave is foreseeable based on the expected birth or

placement, the employee shall provide the School Board with at least thirty (30) days notice before the date the leave is to begin. If the date of birth or placement requires the leave to begin in less than thirty (30) days, then notice shall be provided as soon as possible.

In any case in which FMLA leave is requested for planned medical treatment, the employee shall consult with the School Board and make a reasonable effort to schedule treatment so as not to unduly disrupt school operations.

#### SUBSTITUTION OF PAID LEAVE

Employees shall be required to substitute any applicable, accumulated paid leave, such as sick and/or annual leave, to concurrently cover any part or all of the twelve (12) week period of FMLA leave time requested. Any leave granted an employee under extended sick leave, medical sabbatical leave or maternity leave shall also run concurrently with any FMLA leave available to an employee under this policy. If paid leave is used by an employee, the School Board shall provide only enough unpaid FMLA leave time to total the allowed twelve (12) week period.

#### CERTIFICATION

The School Board may require an employee to submit medical certification from a health care provider to support requests for FMLA leave to care for a covered family member with a *serious health condition* or for the employee's own *serious health condition*. The employee is responsible for providing a complete and sufficient medical certification within fifteen (15) calendar days of the School Board's request for same. Information on the certification shall include, but not be limited to, the following:

1. Contact and practice/specialization information of the health care provider;
2. The approximate date on which the *serious health condition* commenced and its probable duration;
3. A statement or description of appropriate medical facts regarding the patient's health condition sufficient to support the need for FMLA leave;
4. For purposes of leave for the employee's own *serious health condition*, information sufficient to establish that the employee cannot perform the essential functions of the employee's job as well as the nature of any other work restrictions, and the likely duration of such inability;
5. For purposes of leave to care for a covered family member's *serious health condition*, information sufficient to establish that the family member is in need of care, that the employee is needed to care for the family member, and an estimate of the frequency and duration of the leave required to care for the family member;

6. For purposes of leave on an intermittent or reduced schedule basis for planned medical treatment of the employee's or a covered family member's *serious health condition*, information sufficient to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the dates and duration of such treatments and any periods of recovery;
7. For purposes of leave on an intermittent or reduced schedule basis for the employee's *serious health condition*, including pregnancy, that may result in unforeseeable episodes of incapacity, information sufficient to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the frequency and duration of the episodes of incapacity; and
8. For purposes of leave on an intermittent or reduced schedule basis to care for a covered family member with a *serious health condition*, a statement that such leave is medically necessary to care for the family member, and an estimate of the frequency and duration of the required leave.

Consistent with School Board policies, employees on FMLA leave due to a *serious health condition* may be expected to keep their supervisors notified of their progress and anticipated date of return. Employees shall be required to submit a recertification from their physician on the required form once every thirty (30) days, except under certain circumstances set forth in the FMLA.

The School Board may also require that an employee's request for "qualifying exigency" leave or that leave requested to care for a covered service member be supported by appropriate certification.

#### FITNESS FOR DUTY AND RETURN TO WORK

An employee returning from FMLA leave due to a *serious health condition* shall be required to provide to the School Board certification from his/her health care provider that he/she is able to resume work and perform the essential functions of his/her job.

An employee returning from FMLA leave shall have the right to be restored to his/her previous position or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment, except that the School Board may not be obligated to restore certain "highly compensated" or "key" employees to their former positions under the conditions set out in the FMLA.

#### DEFINITIONS

*Serious health condition* means an illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment connected with inpatient care (i.e., an

- overnight stay) in a hospital, hospice, or residential medical care facility; or
- a period of incapacity requiring absence of more than three (3) calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
  - any period of incapacity due to pregnancy, or for prenatal care; or
  - any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
  - a period of incapacity that is permanent or long term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.); or,
  - any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three (3) consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

Ref: 29 USC 2601 et seq. (*The Family and Medical Leave Act of 1993*); 29 CFR 825 et seq. (*The Family and Medical Leave Act of 1993—Federal Regulations*).

## SICK LEAVE BANK

An employee of the Morehouse Parish School Board who has depleted his/her accumulated sick, annual leave, and any extended leave available as a result of a seriously incapacitating and extended illness or injury may ask to receive donations of sick leave from other employees through the *Sick Leave Bank* in order that the ill/injured employee may receive income during the period when they are unable to work. The employee shall have been a full-time employee with the Morehouse Parish School Board a minimum of three (3) years to be eligible to receive any sick leave days from the *Sick Leave Bank*.

Donations of sick leave days may be made to the Sick Leave Bank or directly to individual employees. Three (3) separate accounts shall be established within the Sick Leave Bank: one for teachers, one for bus operators, and one for school employees. Donations to the Sick Leave Bank shall be credited to the appropriate account depending on the classification of the donor. Donations made directly to individuals shall only be allowed within the appropriate classification. All donations shall be made by notarized *Acts of Donation*, and shall be made in accordance with other provisions of this policy. Once executed, any donation made shall be *irrevocable*.

### PROCEDURE FOR REQUESTING AND DONATING SICK DAYS

1. The employee shall complete a *Sick Leave Bank Request Form* and submit it along with a completed *Physician's Statement* from two (2) physicians to the Personnel Director.
2. If indicated by the employee on the *Sick Leave Bank Request Form*, the Personnel Department shall post, in appropriate locations throughout the School District, the *Sick Leave Bank Assistance Program Informational Notice*. The notice, according to the wishes of the ill employee, can be in the employee's name or anonymous with only the anticipated length of illness stated.
3. Any employee wanting to make a donation can designate the donation in the name of the employee if provided or to the general sick leave pool. A *Sick Leave Bank Donation Form* obtained from the Personnel Director must be completed by the employee.
4. The donor employee must submit the *Sick Leave Bank Donation Form* to the Personnel Office no later than ten (10) working days from the date the information notice is issued.
5. Sick Leave Bank Pool grants shall be in units of not more than twenty (20) work days. This is only for employees of the Morehouse Parish School Board who do not receive the total requested days.

6. *Seriously incapacitating illness* shall be defined as a non-work-related illness or injury which confines the employee to home or bed for an extended period of time. Childbirth is not considered a serious illness unless serious complications occur.

*Extended illness* shall be defined as a period of six (6) or more weeks of continuous absence from the job due to illness or injury. Two (2) licensed medical doctors from two (2) different medical practicing groups shall verify, in writing, with original signature, the length of disability.

7. Individuals shall not be eligible for this program once they qualify for worker's compensation or disability retirement.
8. The maximum number of Sick Leave Bank days that can be granted in any one fiscal year shall be the remaining number of duty days an employee is scheduled to work. In no case shall the granting of leave from the Sick Leave Bank cause an employee to receive more than his/her annual base salary.
9. The Personnel Office or designee shall submit the requested donation to a committee to initially either approve or disapprove each donation. The committee shall be comprised of the Personnel Director, a curriculum supervisor and a school nurse. The Superintendent shall review each recommendation from the committee for final approval or disapproval.
10. If more days are donated than are approved on the request form, the days shall be added to the Sick Leave Bank.
11. The Personnel Director or his/her designee shall notify donating employees whether their donations have been approved or disapproved no later than ten (10) days following receipt of the completed donor form.
12. If an employee does not use all of the days granted from the Sick Leave Bank, the unused Sick Leave Bank days shall be returned to the Bank.
13. No monetary consideration or remuneration of any kind may be paid to anyone by a donee to receive donated sick leave days nor may a donor accept a monetary consideration or remuneration of any kind to donate sick leave days. A violation of any of these provisions shall result in forfeiture of any sick leave days received by a donee and shall be considered an act of dishonesty and willful neglect of duty by the Morehouse Parish School Board.

#### LIMITATIONS ON DONATION

1. The employee must make any donation voluntarily.
2. A donor employee may donate sick leave only if he/she has thirty (30) or more

days of accumulated leave.

3. A donor employee may donate an unlimited number of sick leave days from those which he/she has accumulated days. An employee donating sick leave directly to another employee may only donate in an amount not to exceed one-half of the donating employee's accumulated leave as calculated at the beginning of the school year.
4. Days of leave, not the actual wage of the donor employee shall be donated.

#### LIMITATIONS ON REQUESTING DONATED DAYS

1. An employee must expend all accumulated sick leave days as well as any extended sick leave days allowed under Louisiana statutes and School Board policy - ninety (90) days over a six-year period when requirements of the law are met.
2. Individuals are not eligible for this program once they qualify for worker's compensation or disability retirement.
3. The maximum number of Sick Leave Bank days that can be granted in anyone fiscal year will be the remaining number of duty days an employee is scheduled to work. In no case will the granting of leave from the Bank cause an employee to receive more than his/her annual salary.

#### OWNERSHIP OF DONATED DAYS

Once approved, donated leave shall not be returned or reimbursed to the donor employee. All donated leave becomes the property of the receiving employee. If an employee does not use all of the days donated, the unused Sick Leave Bank days shall be returned to the Sick Leave Bank.

#### RETENTION OF LEAVE BALANCE

At least ninety percent (90%) of the leave balance shall be retained in each account of the bank from one school year to the next.

#### CONFIDENTIALITY

Information regarding a donation shall be considered confidential and shall be communicated by School Board employees only on a need-to-know basis.

#### FINAL APPROVAL

Notwithstanding any other provision of this policy or law to the contrary, all final decisions

relative to granting of leave from the Sick Leave Bank shall be made by the Superintendent.

Revised: August, 2024

Ref: La. Rev. Stat. Ann. §§17:81, 17:1202, 17:1205, 17:1206.2; La. Civil Code, Art. 1541, 1542, 1833.

**MOREHOUSE PARISH SCHOOL BOARD  
MEDICAL LEAVE ASSISTANCE PROGRAM  
SICK LEAVE BANK REQUEST FORM**

**Please read carefully the requirements for participation in the Sick Leave Bank (Medical Leave Assistance Program) listed below, sign and submit to the Personnel Supervisor along with the Verification of Serious Illness or Injury Forms completed and signed by two (2) licensed medical doctors from two (2) different medical practicing groups. A copy of this form will be returned to you.**

Employee Name \_\_\_\_\_ Date \_\_\_\_\_

School/Department \_\_\_\_\_

I request to participate in the Sick Leave Bank (Medical Leave Assistance Program) and verify the following:

- 1. I have depleted my accrued sick days, personal leave days, annual leave and all extended sick days I had available as a result of a seriously incapacitating extended illness or injury.
- 2. I understand that a seriously incapacitating extended illness or injury is defined as a non-work-related illness that confines me to home or bed and expected to last six (6) or more weeks as verified by two licensed health care practitioners.@ I further understand that childbirth is not considered a serious illness unless serious complications occur.
- 3. I understand that any donated leave will become my property as used and will not be returned to the donor employee. Unused donated sick leave will return to the Sick Leave Bank.
- 4. I understand that I am not eligible for this program once I qualify for Worker's Compensation or disability retirement.
- 5. I give my permission, if necessary, for the Personnel Supervisor to verify or request additional information and or documentation from either my doctor or a doctor of the school board=s choosing.
- 6. Based on the latest medical prognosis, I anticipate I will need \_\_\_\_\_ days.
- 7. I understand that it is possible for my need for sick leave to be posted so that other employees may be made aware of my need. This can be done anonymously or in my name.
- 8. I authorize the Supervisor of Personnel Services as my agent to accept the donation of sick leave days on my behalf and for the Sick Leave Bank.
- 9. I understand that I must receive any donated days voluntarily and will not offer or provide any monetary incentives or remuneration of any kind to any employee of the Morehouse Parish School Board for donation of sick leave days. A violation of this provision will result in the forfeiture of all sick leave days donated and will be considered an act of dishonesty and willful neglect of duty of the Morehouse Parish School Board.

**CHECK ONE OF THE FOLLOWING:**

- I request that my need for sick leave be posted in my name in the schools/departments.
- I do not wish that my need for sick leave be posted in my name in the schools/departments. Please post my need for Sick Leave anonymously.

\_\_\_\_\_  
Employee Signature (Recipient Employee)

\_\_\_\_\_  
Date

**MOREHOUSE PARISH SCHOOL BOARD  
MEDICAL LEAVE ASSISTANCE PROGRAM  
Verification of Serious Illness/Physician's Statement**

Name: \_\_\_\_\_ School/Department \_\_\_\_\_

Diagnosis: \_\_\_\_\_

Prognosis: \_\_\_\_\_

\_\_\_\_\_

The employee will be unable to work

FROM: Month \_\_\_ Day \_\_\_ Year \_\_\_ TO: Month \_\_\_ Day \_\_\_ Year \_\_\_

Physician's Original Signature:

\_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_

**To be completed by School Board Personnel and Sick Leave Committee Members:**

Employee has exhausted:	Accumulated Sick Leave Days	Yes ___ No ___
	Annual Leave	Yes ___ No ___
	Extended Leave	Yes ___ No ___ NA ___

Employee may be eligible for:	Workman's Compensation	Yes ___ No ___
	Disability Retirement	Yes ___ No ___

RECOMMEND APPROVAL \_\_\_\_\_ RECOMMEND DISAPPROVAL \_\_\_\_\_

Committee Member \_\_\_\_\_

Committee Member \_\_\_\_\_

Committee Member \_\_\_\_\_

Sick leave bank for the above stated employee has been officially:

APPROVE \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

Superintendent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MOREHOUSE PARISH SCHOOL BOARD  
MEDICAL LEAVE ASSISTANCE PROGRAM  
EMPLOYEE DONOR FORM

Please read carefully the requirements below prior to completing the Act of Donation of Accrued Sick Leave before a Notary Public.

1. You must have accrued thirty (30) or more days of sick leave.
2. You may donate an unlimited number of days from those you have accumulated.
3. Once donated, the leave becomes the permanent property of either the receiving employee or the Sick Leave Bank and will not be returned to you if unused.
4. You will be donating these days anonymously. Your name will not be given to the recipient.

**ACT OF DONATION OF ACCRUED SICK LEAVE DAYS**

STATE OF LOUISIANA

PARISH OF MOREHOUSE

BEFORE ME, the undersigned authority, a Notary Public duly commissioned and qualified, in and for the Parish of Morehouse, State of Louisiana, therein, residing, and in the presence of the witnesses hereinafter named and undersigned:

**PERSONALLY CAME AND APPEARED** \_\_\_\_\_, SSN \_\_\_\_\_, (sometimes referred to hereinafter as DONOR), an employee of the Morehouse Parish School Board, who declared that he/she hereby irrevocably gives, grants and donates, inter vivos, unto \_\_\_\_\_ SSN \_\_\_\_\_, (sometimes referred to hereinafter as DONEE, \_\_\_\_\_ days of accrued sick leave of DONOR accrued while employed by the Morehouse Parish School Board.

And the said DONEE, appearing herein by and through the Personnel Supervisor pursuant to the authorization executed by DONEE, does hereby accept and acknowledge the donation of the aforesaid number of accrued sick leave days from DONOR subject to and in conformity with the policy of the Morehouse Parish School Board.

TO HAVE AND TO HOLD the said leave days unto the said DONEE forever, or if not used by the DONEE to be placed in the Sick Leave Bank of the Morehouse Parish School Board.

The parties hereto shall execute any and all other documents which may be from time to time necessary to carry out the intent and purposes of this donation.

Donor avers, under oath, that he/she has not received any monetary incentive or remuneration by anyone to make this donation.

**THUS DONE AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ in the presence of the undersigned Notary Public and the undersigned competent witnesses, who hereunto sign their names with the donor after due reading of the whole.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
DONOR

\_\_\_\_\_  
DONEE, by Personnel Supervisor

## MATERNITY AND ADOPTIVE LEAVE

### MATERNITY LEAVE

The Morehouse Parish School Board shall grant to regular employees maternity leave (*leave without pay*) for a reasonable period of time before and after the birth of a child. *Reasonable period of time* means that period during which the female employee is disabled on account of pregnancy, childbirth, or related medical conditions. *Regular employees*, for purposes of this policy, shall mean teachers serving under contract (not to include substitute teachers or teachers replacing others on leave) and other female employees who are employed by the School Board on a regular basis. Such leave shall be granted upon proper application to the School Board for maternity leave.

Employees may be permitted to use current and accumulated sick leave days in lieu of maternity leave upon proper request. The period of disability for which sick leave may be used shall be determined by the employee's physician, in conjunction with the employee and appropriate school personnel, and submitted to the School Board in writing.

Each employee granted maternity leave in accordance with state law who has no remaining sick leave days available may also be granted up to thirty (30) days of extended sick leave in each six-year period of employment in accordance with policy *GBRIB, Sick Leave*.

### Application

A pregnant employee may remain on the job as long as she is performing her duties competently as determined by her immediate supervisor. The employee shall fill out a *Maternity Leave Request* form, giving as much advance notice as possible, but in no case less than thirty (30) days prior to the beginning date of leave, except in emergency situations. The form must be accompanied by a statement from a physician verifying the state of pregnancy and expected dates of disability due to pregnancy. Such certificate shall follow the same standards as for submission of certificates for sick leave as found under *Certification of Absence* in policy *GBRIB, Sick Leave*. Failure to comply with the notice and other requirements of this policy may be considered willful neglect of duty and may result in disciplinary action up to and including termination.

### Retirement Credit

While on maternity leave, an employee may elect to receive retirement credit for the time spent on leave. If the employee elects to receive retirement credit, she must pay the employee and employer retirement contributions. It is the responsibility of the employee to contact the Personnel Office and make these arrangements. Failure to make arrangements to receive retirement credit while on leave cancels the opportunity to receive this credit in the future.

Return to Work

The employee shall be eligible for re-employment to the position she left when she submits written notice to the Personnel Office from her physician that she is physically fit to return to full-time employment. The employee is guaranteed the position held prior to the leave unless the position is eliminated.

Consecutive Service

Maternity leave for the period of disability occasioned by pregnancy and/or childbirth shall not interrupt the consecutive service for sabbatical leave purposes. Once maternity leave extends beyond the period of disability, however, such period of leave shall be considered an interruption of the accrual of consecutive semesters for sabbatical leave eligibility.

ADOPTIVE LEAVE

The School Board shall grant leaves of absence not to exceed thirty (30) days to regular employed employees after the legal adoption of a child. If multiple children are adopted on the same date, the event shall be considered a single qualifying event. The granting of such leave shall not affect any of the tenure rights with the teacher may have acquired under state law.

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

Adoptive leave shall not interrupt the consecutive service for sabbatical leave purposes.

Ref: 42 USC 2000e et seq. (*Equal Employment Opportunities*); La. Rev. Stat. Ann. §§17:1171, 17:1211, 23:334, 23:341, 23:342.

## REASONABLE ACCOMODATIONS FOR PREGNANCY, CHILDBIRTH AND RELATED MEDICAL CONDITIONS

For purposes of this part, pregnancy, childbirth, and related medical conditions are treated as any other temporary disability, except pregnancy-related conditions do not meet any definition of disability for the purposes of worker's compensation.

Nothing in this part shall impair any obligation Morehouse Parish School Board may have under any local ordinance or state or federal law or regulation.

### DEFINITIONS

The terms defined in this policy are to be construed in accordance with federal laws regarding disability, and based on pregnancy, childbirth, and related medical conditions. For the purposes of this policy:

*Applicant or employee with covered limitations* means an applicant for employment or an employee with medical needs causing limitations arising from pregnancy, childbirth, or related medical conditions, where such limitations are known to the employer, the Morehouse Parish School Board.

*Reasonable accommodation* may include but is not limited to the following:

1. Making existing facilities used by employees readily accessible to and usable by an applicant or employee with covered limitations, provided the Morehouse Parish School Board shall not be required to construct a permanent, dedicated space for expressing breast milk. Nothing in La. Rev. Stat. Ann. §23:342 exempts an employer from providing other reasonable accommodations.
2. For an applicant or employee with covered limitations, providing scheduled and more frequent or longer compensated break periods; providing more frequent bathroom breaks; providing a private place, other than a bathroom stall, for the purpose of expressing breast milk; modifying food or drink policy; providing seating or allowing the employee to sit more frequently if the job requires the employee to stand; providing assistance with manual labor and limits on lifting; temporarily transferring the employee to a less strenuous or hazardous vacant position, if qualified; providing job restructuring or light duty, if available; acquiring or modifying equipment or devices necessary for performing essential job functions; or modifying work schedules.

*Related medical condition* includes but is not limited to lactation or the need to express breast milk for up to one year after the child's birth and medical conditions related to pregnancy and childbirth.

*Undue hardship* shall have the same meaning as the meaning given to it in 42 U.S.C. 12111 of the Americans with Disabilities Act of 1990, as amended.

## REGULATIONS

It shall be an unlawful employment practice unless based upon a bona fide occupational qualification:

1. For the Morehouse Parish School Board, because of the pregnancy, child- birth, or related medical condition of any female employee, to refuse to promote her, or to refuse to select her for a training program leading to promotion, provided she is able to complete the training program at least three months prior to the anticipated date of departure for her pregnancy leave, or to discharge her from employment or from a training program leading to promotion, or to discriminate against her in compensation or in terms, conditions, or privileges of employment.
2. For the Morehouse Parish School Board to refuse to allow a female employee affected by pregnancy, childbirth, or related medical conditions either:
  - A. To receive the same benefits or privileges of employment granted by Morehouse Parish School Board to other persons not so affected who are similar in their ability or inability to work, including to take disability or sick leave or any other accrued leave which is made available by the Morehouse Parish School Board to temporarily disabled employees.
  - B. To take a leave on account of pregnancy for a reasonable period of time. For the purpose of this subparagraph, "reasonable period of time" means six weeks for a normal pregnancy and childbirth or the period of time during which the female employee is dis- abled on account of the pregnancy, childbirth, or related medical conditions, provided the period shall not exceed four months. The employee shall be entitled to utilize any accrued leave during this period of time. Nothing herein shall be construed to limit the provisions of R.S. 23:341. Morehouse Parish School Board requires any employee who plans to take a leave pursuant to this Section to give the Personnel Director reasonable notice of the date such leave shall commence and the estimated duration of such leave.
3. If the Morehouse Parish School Board has a written policy, practice, or collective bargaining agreement requiring or authorizing the transfer of temporarily disabled employees to less strenuous or hazardous positions for the duration of the disability to refuse to transfer a pregnant female employee who so requests.

It shall be unlawful employment practice to:

1. Fail or refuse to make reasonable accommodations for an applicant or employee with

covered limitations, unless the Morehouse Parish School Board can demonstrate that the accommodation would impose an undue hardship on the operation of the business of the Morehouse Parish School Board. However, the Morehouse Parish School Board shall not be required to make any of the following provisions, unless it does so by written policy for other employees or classes of employees who need a reasonable accommodation:

- A. Create any additional employment opportunity or any new position, including a light duty position for the employee.
  - B. Discharge an employee, transfer any employee with more seniority, or promote another employee who is not qualified to perform the job.
2. Deny employment opportunities to a job applicant or existing employee, if the denial is based on the need of the Morehouse Parish School Board to make reasonable accommodations to the known limitations for medical needs arising from pregnancy, childbirth, or related medical conditions of the applicant for employment or existing employee.
  3. Require an applicant for employment or an existing employee affected by pregnancy, childbirth, or related medical conditions, to accept an accommodation that the applicant or employee chooses not to accept, if the applicant or employee does not have a known limitation related to pregnancy, childbirth, or related medical conditions, or if the accommodation is unnecessary for the applicant or employee to perform the essential duties of her job.
  4. Require an employee with covered limitations to take leave under any leave law or policy of the Morehouse Parish School Board if another reasonable accommodation can be provided to the known limitations for medical needs arising from pregnancy, childbirth, or related medical conditions.
  5. Take adverse action against an employee with covered limitations in the terms, conditions, or privileges of employment for requesting or using a reasonable accommodation to the known limitations for medical needs arising from pregnancy, childbirth, or related medical conditions.

The Morehouse Parish School Board shall provide written notice of the right to be free from discrimination based on medical needs arising from pregnancy, childbirth, or related medical conditions, known to the Morehouse Parish School Board, as provided in this section to new employees at the commencement of employment and to existing employees. The written notice shall be conspicuously posted at each school building, the Student Services Center and the Central Office Complex in an area that is accessible to employees.

Ref: La. Rev. Stat. Ann. §§ 23:341, 23:341.1, 23: 342.

## MILITARY LEAVE

### ACTIVE DUTY

Any regular employee of the Morehouse Parish School District who is serving in the military service or in the armed forces of the United States shall be granted a leave of absence for the period dating from his/her induction, enlistment, enrollment, or call to service. Such leave shall not affect tenure rights acquired prior thereto. An employee, upon return, must apply for reinstatement to the former position within thirty (30) days after discharge or release from active duty.

An employee who is ordered to duty shall notify the Superintendent immediately or as early as possible so that scheduling arrangements can be made. The employee shall also notify the Personnel Office within three (3) days of receipt of orders and shall submit to the Personnel Office a copy of the official orders. While on military leave, employees shall continue to accrue leave and other benefits which they are entitled to receive in their normal assignment.

In the event of a national emergency, the School District shall pay the employee an amount which when combined with the base pay for military service shall equal but not exceed the employee's regular School District salary. This arrangement shall remain in effect for no longer than twenty-six (26) weeks. As long as the employee continues to pay the employee's contribution, the School District shall continue to pay the employer's contribution to the *Teachers' Retirement System of Louisiana* or *Louisiana School Employees' Retirement System* for these employees during the duration of the period of deployment.

The employee also has the option of continuing his/her dependent health insurance coverage by paying the regular monthly dependent coverage costs.

An individual whose employment as a teacher is interrupted by induction into military service shall be placed, upon return to employment as a teacher, on the step of the salary schedule that he would have been on if his/her employment had not been interrupted.

*Military service* means service as a member of the United States Armed Forces during a war declared by the United States Congress or in a peacetime campaign or expedition for which campaign badges are authorized.

### RESERVE, NATIONAL GUARD, OR SIMILAR DUTY

All employees of the School District who are members of the Officers' Reserve Corps of the Army of the United States, the National Guard of the United States, the Naval Reserve Corps, the Marine Corps Reserve, the Air Force Reserve, the Citizens' Military Training Corps, or the Civil Air Patrol, either as officers or enlisted persons, are entitled to a leave

of absence without loss of pay, time, annual leave, or efficiency rating, on all days which they are ordered to duty with troops, or at field experiences, or for instruction, not to exceed fifteen (15) days in any one calendar year, and when relieved from duty, are to be restored to the positions held by them when ordered to duty.

As professional educators interested in maintaining excellence in the educational system, it is expected that all teachers shall make every possible effort to schedule such military leaves during vacation periods.

Except in the event of a declared national emergency, such leave in excess of fifteen (15) days in any one calendar year shall be leave without pay, unless the employee or teacher affected applies for, qualifies for, and is granted one of the other forms of leave provided by the School District.

Ref: 38 USC 4301-4333 (*Employment and Re-employment Rights of Members of the Uniformed Services*); La. Rev. Stat. Ann. §§17:423.1, 17:1215, 29:401, 29:402, 29:403, 29:404, 29:405, 29:406, 29:407, 29:410, 42:394, 42:401, 42:402, 42:403.

## **BEREAVEMENT LEAVE**

The Morehouse Parish School Board may grant leave for employees to attend the funeral of friends, relatives and friends and relatives of the family. No charge shall be made to the employee under sick leave or personal business leave unless the employee is absent for more than one-half of a school day. If the employee is absent for more than one-half of a school day, the absence shall be construed as a personal day of absence or as sick leave for emergency purposes, at the option of the employee.

If the employee has utilized all sick leave and business leave allotted in that school year, the cost of a substitute's salary shall be deducted from the employee's salary unless the Superintendent or his/her designee is advised of the funeral absence in advance and the Superintendent or his/her designee waives the deduction.

Ref: La. Rev. Stat. Ann. §17:81.

## PUBLIC SERVICE

### ELECTED OR APPOINTED PUBLIC OFFICIALS

Any employee of the Morehouse Parish School Board who is an elected member of the Board of Trustees of the Teachers' Retirement System, an elected or appointed member of the Louisiana Board of Elementary and Secondary Education, or an appointed member of any task force, commission, or other advisory body established by the Louisiana Board of Elementary and Secondary Education shall be granted paid leave so such employee may attend meetings of the entity and any committees thereof on which the employee serves.

The employee must provide notice to the School Board of the dates and times of all scheduled meetings for any entity or committee on which the employee serves that occur on a regular basis. The employee must also provide reasonable notice to the School Board of any special or otherwise unscheduled meeting. That notice must be given to the School Board Office at least twenty-four (24) hours before the employee is to leave for the meeting unless the notice to the employee of the meeting is less than twenty-four (24) hours in which case the employee must give the notice as soon as practicable after his/her receipt of the meeting notice. The employee shall be required to provide such notice to the School Board in writing setting forth the specific dates and times of the meeting, the location thereof and the title of the meeting that the employee will attend. Upon returning from the meeting, the employee shall provide documentation to the School Board within forty-eight (48) hours of his/her return, that the leave which was granted was used for the purposes for which it was requested.

### ELECTION COMMISSIONERS

An employee appointed to serve as an election commissioner or clerk may be granted a leave of absence for that purpose. The employee shall notify the Superintendent within five (5) days following the publication of the official list of commissioners and clerks and request that a leave of absence be granted. Such leave, when approved, shall be leave without pay. All requests of this type should be submitted sufficiently in advance of the required date of absence to enable administrative consideration and action on the request.

Ref: La. Rev. Stat. Ann. §§17:81, 17:1171.

## JURY DUTY OR SUBPOENAS

The Morehouse Parish School Board shall grant a leave of absence to any regularly employed person of the school system who has been called to serve jury duty, or subpoenaed to serve as a witness in a court proceeding, including depositions, on School Board business. Such leave shall be granted for the period of time required to serve such jury duty without loss of sick, emergency, or personal leave or any other benefit. Jury duty shall not be deemed to interrupt service accumulated toward sabbatical leave.

Employees shall be required to return to work sites immediately upon release by the courts.

All legal matters requiring an employee's presence (i.e. deposition, hearing, etc.) not in connection with the employee's official duties shall be charged against the employee's sick leave or annual leave (if applicable).

Anyone serving on jury duty shall receive his/her regular salary less any compensation he/she receives as a juror. Said employee shall be responsible for submitting verification of call or subpoena for jury duty and reporting any compensation received as juror to the Superintendent or his/her designee to be eligible to receive leave for jury duty. Any employee abusing said leave shall be subject to disciplinary action.

The amount of remuneration received by an employee for serving as juror shall be reported by the employee in writing to the Superintendent within five (5) days of receipt of remuneration. An adjustment to the employee's salary shall be made by the School Board as soon as possible thereafter. Failure to report remuneration received within the listed time shall be cause for deduction from the employee's salary for the days absent.

Teachers authorized to serve jury duty shall leave lesson plans for the substitutes with their principal.

Ref: La. Rev. Stat. Ann. §§17:81, 17:1210.

## LEAVE FOR MARRIAGE

An employee of the Morehouse Parish School Board who becomes married during the school session shall be granted three (3) consecutive school days (including the day of the marriage) without loss of pay. These days shall be charged against accumulated sick or emergency leave.

The request for a leave of absence to be married shall be in writing and, to be authorized, must be submitted to the Superintendent two (2) weeks before the first day of leave.

Ref: La. Rev. Stat. Ann. §17:81.

## LEAVE WITHOUT PAY

An employee may be granted a leave of absence without pay for a period not exceeding one (1) year upon written application to the Personnel Office if, in the discretion of the Superintendent of the Morehouse Parish School Board, such leave is in the best interest of the School Board. The granting of such leave shall not affect any accumulated sick leave which the applicant may have acquired prior thereto. Upon return from leave without pay, the employee shall be assigned to a position comparable to the one held prior to his/her departure for leave.

Employees who do not wish to return to work for the Morehouse Parish School Board from any leave of absence without pay shall inform the Superintendent of their intentions prior to the end of the leave shall be considered as having resigned from employment with the Morehouse Parish School Board.

Such leave may be rescinded at any time if the Superintendent determines that the employee is working in another school system or for another employer, or if rescision is in the best interest of the Morehouse Parish School Board for any other reason.

### REQUIREMENTS FOR DISCRETIONARY LEAVE WITHOUT PAY

1. Request must be in writing stating specifically the reason for the request and the duration of the leave requested. The request must be received so that Superintendent's action may be taken prior to the beginning of the leave unless there is an extraordinary circumstance involved.
2. The Superintendent must determine the leave is in the best interest of the school system.
3. If the leave is requested for professional improvement, the request shall follow the guidelines of persons requesting sabbatical leave.
4. If the leave is requested for rest and recuperation, the employee shall provide evidence of such need from two practicing physicians who are not members of the same office or medical group. The Superintendent, at the Board's expense, may require and obtain a third medical opinion.
5. Discretionary leave without pay not for professional improvement, rest or recuperation or under a cause provided by the Family Medical Leave Act of 1993 will customarily not be granted.
6. Granting of leave without pay under this section shall not affect any tenure rights which the applicant may have acquired prior thereto.

7. A leave without pay may be granted by the Superintendent to the employee in an emergency situation pending final consideration.
8. An employee granted leave without pay may not during the leave period be employed by any entity other than the Morehouse Parish School Board without specific written permission and authority from the Morehouse Parish School Board.
9. Any employee granted leave without pay under this section will be continued coverage under any group health plan if the employee desires. The employee must arrange to pay the full premium during the absence. The employee is responsible for ensuring the Morehouse Parish School Board receives the premium payments by the normal payroll dates. Should the employee not pay his or her premium, the insurance will be cancelled by the provider.

Ref: La. Rev. Stat. Ann. §§17:81, 17:1186.

## EXCHANGE TEACHING

The Morehouse Parish School Board, may grant leave of absence of not more than two (2) semesters for Exchange Teaching under the following provisions:

1. The applicant shall submit, and have approved in advance by the Superintendent, a plan for an exchange of teaching service which shall show the benefit to both the applicant and the school system. A final report shall be filed with the Superintendent upon return from leave of absence for exchange teaching.
2. The School Board shall pay an employee engaged upon an exchange of teaching service the same salary as he/she would receive if he/she were carrying his/her regular assignment, at the same time, and under the same conditions as for other teachers employed by the School Board. The salary of the other teacher involved in the exchange of service shall be paid by the school he/she regularly serves.
3. An employee, upon return from an exchange of teaching service, shall be assigned to a position within his/her field of certification, but the School Board shall not be obligated to return the teacher to his/her former school or grade assignment.

## SUBSTITUTE PERSONNEL

### SUBSTITUTE TEACHERS

The Morehouse Parish School Board shall require the compilation of a list of interested persons who are qualified to serve as day-to-day substitute teachers. Substitute teachers shall be required to possess a high school diploma or General Educational Development (GED) certificate, appear for a personal interview with the principal/designee, and submit to a background check.

Substitute teachers shall be assigned on a daily basis from the principal or his/her designee. Principals or their designated representative shall call substitute teachers from their approved list. Teachers who are to be absent shall call the principal/designee to notify him/her of the dates of and reason for the absence. Notification on the same day as the absence shall be given as soon as possible, but no later than one (1) hour before the employee's appointed daily start time, except in extreme emergencies. Failure to provide adequate notification may subject the employee to disciplinary measures.

It shall be the responsibility of the principal and the regular teacher to ensure that the substitute teacher has the necessary instructions and materials to teach effectively, including textbooks, lesson plans, class rolls, schedules and an outline of local school procedures.

Retired teachers may be employed as substitute teachers provided that use of retired teachers as substitutes is in accordance with the rules and regulations established by the *Teacher's Retirement System of Louisiana* and pertinent statutory provisions.

Qualified teachers may also be selected to substitute for teachers who plan to be absent for long periods of time. Provisions shall be made for the hiring of, or contracting with applicable substitute teachers in these instances as authorized by the Superintendent.

Any school employee whose job does not require a teaching certificate who performs work as a substitute teacher for more than a single class period shall be compensated for that time at the rate not less than a substitute teacher with like educational experience. The principal or his/her designee shall authorize the school employee to act as a substitute teacher prior to the employee's participation in the classroom as a substitute, and shall verify the hours as a substitute teacher for payroll purposes. Any such compensation shall not be considered an increase in the employee's base pay.

### Substitute Teacher Pay

Compensation paid to substitutes shall be based upon the degree status of the substitute in accordance with a pay schedule as set by the School Board. It shall be incumbent upon the substitute teacher, however, to properly notify the Personnel Office of any

changes in degree status or other pay-related criteria.

#### Long Term Substitute Teachers

Long term substitutes, when needed, shall be selected by the school's principal, with approval of the Superintendent and/or his/her designee in accordance with a selection and hiring process developed/approved by the Superintendent and/or his/her designee. Long-term is considered to be a period of four (4) weeks or more.

On the twenty-first (21<sup>st</sup>) consecutive day of teaching for the same teacher, the long-term substitute shall be paid that substitute's daily rate of pay for all days taught, based on his/her degree status and years of experience. Long-term substitutes shall be a certified teacher.

If there is an interruption in service, the pay shall revert back to the regular pay schedule. If the substitute teacher feels that the interruption is due to extenuating circumstances, the interruption may be approved by the Personnel Director or Superintendent in order for him/her to continue to be paid at the accelerated rate.

#### SUBSTITUTES FOR SCHOOL EMPLOYEES

The School Board shall require the maintenance of a list of properly qualified and approved substitute personnel eligible to substitute for school employees (those not considered teachers) absent from work.

Appropriate judgment as to actual need should be exercised before employment of a substitute for support personnel.

No substitutes shall be hired for secretaries without authorization from the Superintendent or his/her designee.

A substitute school employee shall be paid at a daily rate as set by the School Board corresponding to the classification of the regular school employee, but in no case shall the rate be less than the federal minimum wage.

Ref: La. Rev. Stat. Ann. §§11:710, 17:81, 17:419.3, 17:493.1, 17:500, 17:1212, 17:1213, 17:1216, 17:1217.

## ANNUAL LEAVE (VACATION)

All full-time personnel employed on a 12-month basis by the Morehouse Parish School Board shall be entitled to annual leave in accordance with the following schedule, based on continuous years of service, with a year being considered the fiscal year beginning July 1 and ending June 30:

1-5 years = 10 days annual leave  
6 years = 11 days annual leave  
7 years = 12 days annual leave  
8 years = 13 days annual leave  
9 years = 14 days annual leave  
10+ years = 15 days annual leave

- Twelve-month employees may carry over unused annual leave based on an accumulation of unused days as of June 30<sup>th</sup> up to fifteen (15) days.
- When the fiscal year ends, all days over fifteen (15) will be lost without compensation.
- Eligibility for annual leave shall be calculated on continuous Morehouse Parish employment with no provision for previous employment.
- After six (6) months of service, the employee shall be eligible for annual leave in the amount of five (5) days. After one (1) year of service, the employee shall be eligible for an additional five (5) days, making a total of ten (10) days. If the employee has not completed a full fiscal year, they will be allowed a pro-rated number of vacation days based on the number of days employed during the fiscal year just ended.

### Restraints on utilizing annual (vacation) leave are:

1. School-based personnel are encouraged to take vacations during the summer. These persons would be allowed to take vacation days during the school year at no more than two (2) consecutive days at a time. Any exceptions must be approved by their immediate supervisor.
2. Employees under the supervision of the General Foreman shall have their vacation requests approved by the General Foreman.
3. Any employee that handles funds or records financial information will be required to take at least one full week (5 days) uninterrupted.
4. No twelve-month employee shall take more than four (4) weeks (20 days) of

vacation during their last year of employment.

5. When a twelve-month employee leaves the employment of the School Board due to retirement, resignation or termination, the employee shall be paid for any accumulated vacation time.
6. All employees shall be required to fill out a *Vacation Request Form* and obtain prior approval from their immediate supervisor before taking vacation leave.
7. The Superintendent shall receive three (3) weeks (15 days) of annual leave to be taken at his/her discretion after the first full year of service or such greater vacation time as set in his/her contract with the School Board, taken at his/her discretion after the first full year of service.

#### HOLIDAY SCHEDULE

- All twelve-month employees shall work a full calendar year with the exception of the school calendar holidays. This will not prohibit the employee from working during the holiday if they so desire.
- Maintenance personnel holidays will not be reduced but may be altered by the General Foreman. (Adjust to the school calendar for holidays)
- Custodial holiday schedules will not be reduced but may be altered by the building principal. (Adjust to the school year calendar for holidays)
- Principals will generally observe school calendar holidays except on as needed basis.

Ref: La. Rev. Stat. Ann. §§11:754, 17:81, 17:425.1, 23:631.

## HOLIDAYS

The Morehouse Parish School Board, in consultation with its employees, shall establish the holiday schedule for all personnel in addition to those included in the adoption of a school calendar. Whenever a holiday falls on a Saturday or Sunday, the School Board may declare that the holiday be observed on the preceding Friday or following Monday, respectively.

The School Board has established the following minimum holiday schedule for all personnel employed on a twelve (12) month basis:

- New Year's Day
- Martin Luther King, Jr. Day
- Easter
- July 4<sup>th</sup>
- Labor Day
- Thanksgiving Day
- Christmas Day

The School Board may elect to add additional days to the above schedule, in conjunction with its annual adoption of the district calendar, at its discretion.

General election day shall be designated by the School Board as a holiday every four (4) years for the presidential election.

In the event a School Board-approved holiday such as Independence Day (July 4<sup>th</sup>) falls on a Saturday or a Sunday, School Board employees shall be granted either the preceding or the following work day as the day of observance. If July 4<sup>th</sup> falls on a Tuesday or Thursday, the prior Monday or following Friday shall be a holiday for all employees.

Ref: La. Rev. Stat. Ann. §§1:55, 17:81; Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of Education.

## SCHOOL VOLUNTEERS

The Morehouse Parish School Board recognizes that volunteers can make many valuable contributions to the school. Therefore, the School Board welcomes volunteers and endorses a *Volunteer Program* in the district, subject to suitable regulations and safeguards, to be promulgated by the Superintendent or his/her designee, in cooperation with the schools.

Appropriate effort shall be made to incorporate the use of school volunteers into all schools as well as any or all other programs or activities of the school district.

The School Board's *Volunteer Program* shall meet certain requirements, including but not limited to the following:

1. Every volunteer permitted to assist personnel in any school related program shall sign a volunteer behavior agreement stating that he/she understands and shall abide by all policies, regulations, and procedures of the School Board.
2. The agreement shall include a statement that the volunteer shall not abuse any child or student by physical or emotional means or commit any criminal act involving a minor student.
3. Every volunteer shall agree to undergo, and shall undergo, an extensive criminal background check as required by statute.
4. Every volunteer shall agree not to use alcohol or illegal drugs or be under the influence of alcohol or any drug while volunteering in any school-related program.

Ref: La. Rev. Stat. Ann. §§15:587, 15:587.1, 17:15, 17:81.