

Lincoln Parish School Board

Employee Handbook 2020-2021



This handbook is updated monthly as revisions are approved. It can be found at www.lincolnschools.org.

Table of Contents

2020-2021 LINCOLN PARISH SCHOOL BOARD CALENDAR.....	3
SECTION 504 REFERRAL PROCESS.....	4
EMERGENCY CLOSING OF SCHOOLS.....	5
PUBLIC HEALTH EMERGENCY – New for 2020-2021.....	6
EMPLOYEE USE OF TELEPHONES AND OTHER ELECTRONIC TELE DEVICES.....	9
CHILD ABUSE	10
Non-Title IX COMPLAINTS AND GRIEVANCES	13
ACCEPTABLE USE FOR SCHOOL COMPUTER SYSTEMS.....	15
EMPLOYEE USE OF SOCIAL MEDIA	18
MISCELLANEOUS CONDITIONS OF EMPLOYMENT	21
DISMISSAL OF EMPLOYEES	22
DRESS CODE GUIDELINES FOR FACULTY AND STAFF.....	24
ALCOHOL AND DRUG-FREE WORKPLACE.....	25
ALCOHOL AND DRUG TESTING-GENERAL EMPLOYEES	26
ELECTRONIC COMMUNICATIONS BETWEEN EMPLOYEES AND STUDENTS	28
EMPLOYEE REQUEST FORM TO CONTACT STUDENTS (Consent Forms).....	31
EMPLOYEE ATTENDANCE.....	33
EMPLOYEE CONCERN FORM.....	34
EMPLOYEE CONDUCT	35
EMPLOYEE DEFICIENCY REPORT	37
EMPLOYEE DISCIPLINE.....	38
EQUAL EMPLOYMENT OPPORTUNITY.....	40
EVALUATION OF PERSONNEL.....	41
2020-2021 GRADING PERIODS	41
EMPLOYEE INSURANCE	42
INVESTIGATIONS.....	42
JURY DUTY.....	44
ANNUAL LEAVE	44
LEAVE WITHOUT PAY	46
MATERNITY LEAVE.....	47
PERSONAL LEAVE.....	48
SICK LEAVE	48
SICK LEAVE BANK	54
FAMILY MEDICAL LEAVE ACT.....	55
EMERGENCY FMLA AND EMERGENCY PAID SICK LEAVE FOR COVID-19.....	58
PARENT CONFERENCES.....	62
MEDICATION ADMINISTRATION PROVISIONS	63
POLITICAL ACTIVITIES	64
SCHOOL AND STUDENT SAFETY.....	64
TITLE VII EMPLOYEE SEXUAL HARASSMENT.....	66
EXAMPLES OF SEXUAL HARASSMENT	69
TITLE IX SEXUAL HARASSMENT	71
STAFF RIGHTS AND RESPONSIBILITIES	74
SUBSTITUTE PERSONNEL.....	74
TEACHER BILL OF RIGHTS.....	77

TENURE 77

LINCOLN PARISH TEST SECURITY GUIDELINES 7879

TESTING POLICY 80

EMPLOYEE TOBACCO USE..... 85

NOTICE TO LPSB EMPLOYEES87

Revised Lincoln Parish School Board Calendar 2020-2021

EVENT	2020-2021
STAFF DEVELOPMENT – DETAILS TO BE ANNOUNCED NO STUDENTS	FRIDAY, AUGUST 7 – Wednesday, AUGUST 12, 2020
Days Designated for Parent & Student Meetings at Schools	Thursday, August 13, 2020 – Tuesday, August 18, 2020
FIRST FULL DAY FOR STUDENTS –	Wednesday, August 19, 2020
LABOR DAY – CLOSED	MONDAY, SEPTEMBER 7, 2020
COLUMBUS DAY AND FALL BREAK - CLOSED	MONDAY, OCTOBER 12 – WEDNESDAY 14, 2020
END OF 1 ST NINE WEEKS	FRIDAY, OCTOBER 16, 2020
ELECTION DAY - CLOSED	TUESDAY, NOVEMBER 3, 2020
THANKSGIVING BREAK – CLOSED	MONDAY, NOVEMBER 23 – FRIDAY, NOVEMBER 27, 2020
CHRISTMAS AND NEW YEAR’S BREAK - CLOSED	MONDAY, DECEMBER 21 – JANUARY 1, 2021
END OF 2 ND NINE WEEKS AND SEMESTER I	FRIDAY, JANUARY 8, 2021
MARTIN LUTHER KING, JR DAY – CLOSED	MONDAY, JANUARY 18, 2021
PRESIDENTS’ DAY – CLOSED	MONDAY, FEBRUARY 15, 2021
END OF 3 RD NINE WEEKS	FRIDAY, MARCH 12, 2021
SPRING/EASTER BREAK – CLOSED	MONDAY, MARCH 29 – MONDAY, APRIL 5, 2021
*LAST DAY FOR STUDENTS – FULL DAY END OF 4 TH NINE WEEKS AND 2 ND SEMESTER	MONDAY, MAY 24, 2021
*LAST DAY FOR TEACHERS – FULL DAY – NO STUDENTS	TUESDAY, MAY 25, 2021

THIS CALENDAR MAY BE ADJUSTED BASED ON INSTRUCTIONAL MINUTES RECEIVED AND ANY SCHOOL CLOSURES OR REVISED CALENDAR DAYS.

SECTION 504 STUDENT REFERRAL PROCESS

Section 504 of the Rehabilitation Act of 1973 is a civil rights statute that prohibits discrimination against students with disabilities in any program receiving federal financial assistance. It is our responsibility, as educators, to identify, evaluate, and determine eligibility for access to appropriate educational services. This process in Lincoln Parish is handled through the School Building Level Committee (SBLC).

Unlike The Individuals With Disabilities Act (IDEA), which provides special education services through an IEP for student who qualify under at least one of 13 disability categories, **Section 504** protects any student who has a physical or mental impairment which substantially limits one or more major life activities, such as walking, learning, breathing, seeing, hearing, speaking, working, and self-care. **IDEA** identified students are automatically covered by **Section 504**.

Educators are obligated by federal law to identify students who may qualify for **Section 504**. As an educator in Lincoln Parish; you will provide your students the first step in this process. If you feel any of your students' academic progress is being affected by some type of impairment, please hold a parent conference at school or by phone. Document the date of the conference, your concerns, and the fact that you are making a referral to the SBLC chairman in your grade book. The chairman will make further arrangements and may ask for additional documentation from you. You are not responsible for making a diagnosis; therefore, please refrain from doing so to parents. You may be called upon to participate in the process of establishing accommodations and modifications as part of the evaluation process.

Any person who has inquiries, concerns, or complaints related to issues involving students with disabilities and/or compliance with disabilities rights laws should contact the Lincoln Parish School Board's Section 504 Coordinator. Contact information is as follows:

Alice Higginbotham
1428 Arlington Street
Ruston, LA 71270
(318) 255-8451
ahigginbotham@lincolnschools.org

Thank you for your cooperation. By signing the policy signature form in Frontline, you acknowledge your receipt of this communication and your awareness of the **Section 504** process in Lincoln Parish.

EMERGENCY CLOSING OF SCHOOLS

The Lincoln Parish School Board shall grant authority to the Superintendent to determine and announce the closing of schools whenever prevailing or potential hazards or the spread of infectious diseases threaten the safety and well-being of pupils and employees. Consideration shall be given also to the closing of schools when extreme weather conditions (e.g., heat - cold) and/or become detrimental to the health and safety of pupils and staff, or when the learning process is seriously impaired. The decision to close schools shall be made by the Superintendent or his/her designee, after conferring, when administratively feasible, with members of the Lincoln Parish School Board, appropriate professional staff, and/or appropriate community agencies responsible for the safety and well-being of the community.

Public announcements and releases to news media shall be made by the Superintendent or his/her designee. Each School Board member shall also be notified of any school closing.

CLOSING OF SCHOOLS

If students have reported to school and an emergency arises during the school day, students may be dismissed early. Such dismissal shall be only by direction of the Superintendent. In the event of dismissal during the school day, all educational and building employees are to continue their work, unless otherwise notified by the Superintendent. The Superintendent's office shall notify news media and other such persons and organizations as necessary of the decision to dismiss early, or the closure of any schools, School Board offices or facilities. In cases where students are dismissed early, teachers shall be expected to supervise all students under their jurisdiction until they have departed from the school campus.

When the Office of Emergency Preparedness (OEP), or the Governor of Louisiana orders the evacuation of any area or closures of schools or any other School Board facilities, the Superintendent or his/her designee shall immediately coordinate the dismissal of students residing in the affected zones.

In the event of a catastrophe, closure of schools shall be considered on an individual basis. *Emergency School Crisis Plans* for each school or facility shall be followed.

During severe weather or other emergency situations, the Superintendent, after conferring with the School Board President, shall have the authority to excuse employees of the Lincoln Parish School Board from reporting to work. *Emergency situation* shall encompass circumstances that would expose School Board employees to harmful or unsafe conditions, as determined by the Superintendent.

DECLARATION OF EMERGENCIES

The Superintendent may provide School Board employees with leave with pay for absences from work due to an official *Declared State of Emergency* issued by the Governor of Louisiana or local parish government. Unless a *Declaration of Emergency* has been issued, all School Board employees shall be expected to report to work. When a *Declaration of Emergency* has been issued, because of extreme weather or other specified emergency situations, employees shall not report to work except at the request or approval of the Superintendent or his/her designee. If the Superintendent officially directs the closure of the school system due to severe weather or other emergency situations, those persons actually scheduled to work during the time period of the declaration shall receive the time off without loss of pay, annual leave, or sick leave. Workers compensation benefits shall also continue in accordance with state law during the period of the declaration.

Employees shall be paid at the rate of pay in force at the time of the period of the declared emergency, and shall not be increased unless otherwise provided in this policy. Furthermore, upon the *Declaration of Emergency*, all scheduled vacations for designated essential personnel shall be cancelled. In the event of a school closure due to *State of Emergency* declarations, essential support employees required to work during this time may be compensated at a rate

determined by the Superintendent and Chief Financial Officer. Every effort shall be made to minimize required work of all employees during the period of a *Declared Emergency*. Thereafter, the School Board shall make all reasonable efforts to seek reimbursement from all Federal and State agencies, including but not limited to Federal Emergency Management Agencies.

In the event of an emergency and the state or local Office of Emergency Preparedness requests the use of school facilities as evacuation shelters or vaccination centers, it shall be the policy of the Lincoln Parish School Board that essential employees of the School Board shall be required to oversee the management of the facilities. All essential personnel shall be available for duty, and necessary services maintained. The Superintendent, in conjunction with members of the supervisory staff, shall identify essential employees by position or title. Inasmuch as such school facilities shall be officially closed to normal day-to-day operations when being used as evacuation shelters or vaccination centers, each support employee working during this time shall be compensated at a rate determined by the Superintendent and Chief Financial Officer that shall be in addition to the support employee's regular hourly rate of pay. Every effort shall be made to minimize required work of all employees during the period of a *Declared Emergency*. Thereafter, the School Board shall make all reasonable efforts to seek reimbursement from all Federal and State agencies responsible for evacuation of the citizenry. Revised: April 14, 2020

FILE: EBBI

PUBLIC HEALTH EMERGENCY – New for 2020-2021

When a declared public health emergency exists, the Lincoln Parish School Board shall grant the Superintendent broad authority to develop, implement, and maintain administrative regulations and procedures necessary to protect employees and students from the conditions giving rise to the declared emergency.

In the development and implementation of necessary administrative regulations and procedures for safely reopening of schools or maintaining the safety of employees and students when schools are open during a health emergency, the Superintendent and staff shall rely upon the practices, guidelines, and suggestions of the Louisiana Department of Education in coordination with the Department of Health and Hospitals.

The Lincoln Parish School Board adopts and incorporates as if set forth fully herein, the provisions of Chapter 4 of Bulletin 741, *Louisiana Handbook for School Administrators*, for the 2020-2021 school year, and shall abide by the health and safety standards included therein.

In no event shall the School Board's reopening plan for the 2020-2021 school year include any standard less than that required by Chapter 4 of Bulletin 741, including the following standards:

- A. Group Sizes
 - 1. The maximum group size that may convene indoors in a single room, irrespective of room size, or outdoors at any given time are as follows:
 - a. phase 1—10 individuals;
 - b. phase 2—25 individuals; and
 - c. phase 3—50 individuals.
 - 2. Group Composition
 - a. Younger students who are unable to wear face coverings or maintain a physical distance from other students or adults will be assigned static groups. This includes, at a minimum, students in grades 2 or lower. The static group composition will be maintained for as long as possible over the course of the 2020-2021 school year.

- i. *Physical Distance* means the act of an individual maintaining a space of six feet or more from another individual.
 - ii. *Static Group* means a group whose composition of students and adults does not change.
- b. The composition of a group may change if students are able to maintain a physical distance of at least six (6) feet from other students and adults in a classroom or indoor setting, to the greatest extent possible.
- c. Students with disabilities must continue to receive special education and related services in the least restrictive environment. The reopening plan will factor in any additional service providers who may need to enter the classroom, students who receive services outside the classroom (e.g. resource, APE), and/or students who receive services through alternate instructional methods.

B. Physical Standards for the use of School Facilities

- 1. If a group convenes indoors, it must convene in a room enclosed by a wall or partition. This includes large rooms, such as a gymnasium or auditorium, which may include more than one group if each group is separated by a wall or partition.
- 2. If groups convene outdoors, a physical barrier is not required, but each group must remain separated.
- 3. To the greatest extent possible, each school must limit crowding at entry and exit points and maintain maximum group sizes and physical distance recommendations.
- 4. If a room is used by more than one group in a single day, high-touch surfaces contained in that room will be cleaned before and after use by each group.
 - a. *High-Touch Surface* means surfaces that are touched frequently, including but not limited to door handles, bathroom fixtures, drinking fountains, railings, desks, and other surfaces in school facilities or on school buses.

C. Monitoring Students and Adults for Symptoms of COVID-19

- 1. Each school must establish an area used to isolate anyone showing signs of being sick. The isolation area must be cleaned after it is occupied by any sick student or adult.
- 2. Upon arriving at the school facility, each adult and student must be assessed for symptoms of COVID-19, as defined by the CDC. This includes an initial temperature check.

D. Environmental Cleaning and Personal Hygiene

- 1. High-touch surfaces must be cleaned multiple times per day, including bathrooms.
- 2. Students must wash or sanitize hands upon arrival at the school, at least every two (2) hours, before and after eating, before and after using outdoor play equipment, and before exiting the school facility.
- 3. While inside the school facility, all adults and students in grades 3 through 12 must wear a face covering to the greatest extent possible and practical within the local community context.
- 4. While inside the school facility, students in grades prekindergarten through 2 may wear a face covering.
- 5. While inside the school facility, children under two (2) years old and individuals with breathing difficulties should not wear a face covering.

6. A *Face Covering* means a piece of material used to cover both the nose and mouth for the purpose of forming a barrier to droplets or airborne particles that are coughed, sneezed, or exhaled when talking. Face coverings are meant to protect both the wearer of the face covering and surrounding individuals

E. Hygienic Supplies

1. School employees must be provided adequate access to hygienic supplies, including soap, hand sanitizer with at least 60 percent alcohol, disinfectant wipes or spray, paper towels, and tissues. Face coverings should also be provided when needed.
2. The quantity of hygienic supplies must be appropriately provided to the school employee, according to the role and the number and age of students or adults served by that employee.

F. Transportation

1. School buses used to transport students must not exceed the following maximum capacity requirements:
 - a. phase 1—25 percent , including adults, of the school bus manufacturer capacity;
 - b. phase 2—50 percent, including adults, of the school bus manufacturer capacity; and
 - c. phase 3—75 percent, including adults, of the school bus manufacturer capacity.
2. Passengers on a school bus must be spaced to the greatest extent possible as follows:
 - a. phase 1—passengers must ride one (1) per seat. Every other seat must remain empty. Members of the same household may sit in the same seat or adjacent seats; and
 - b. phase 2 and 3—passengers must be dispersed throughout the bus to the greatest extent possible.

G. Student Programming Determinations

1. Student placement determinations in a distance or in-person education program should be made in consultation with the parent or custodian.
2. Student placement determinations should take into consideration a student’s unique academic, social, emotional, familial, and medical needs of a student, as identified by the student’s parent or custodian.

H. Essential Visitors to School Facilities

1. Essential visitors are individuals who must enter schools or early learning centers in order to conduct visits in accordance with Louisiana law or policy. Essential visitors include, but are not limited to, individuals who:
 - a. conduct CLASS® observations;
 - b. observe teacher candidates as part of the teacher preparation quality rating system; or
 - c. provide essential supports and services including, but not limited to, early intervention services, special education services, or mental health consultation.
2. Essential visitors must comply with the minimum health and safety standards in this policy.

I. Medical or disability impact exceptions to any standard in this policy should be addressed on an individual basis by the Superintendent as set forth in the School Board’s policies. New policy: August 4, 2020

EMPLOYEE USE OF TELEPHONES AND OTHER ELECTRONIC TELECOMMUNICATION DEVICES

Lincoln Parish School Board employees may possess an electronic telecommunication device in any elementary, middle, or high school building, or on the grounds thereof or in any school bus used to transport public school students, but must not have them turned on or use them during instructional time, or while on duty, or in the presence of students, 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. Furthermore, camera phones with video and/or still photography capabilities, voice-recording capabilities, or future technological improvements and/or still equivalent equipment may not be used unless authorized by the school principal or his/her designee. A violation of these provisions may be grounds for disciplinary actions, including but not limited to, dismissal of the employee.

GUIDELINES

The following guidelines have been adopted to ensure acceptable use of cell phones in school buildings and on school buses by teachers and staff of the Lincoln Parish School system:

1. Cell phones are to be kept **out of sight** and the power **off** when students are present.
2. In a situation where there is a "real need" for the phone to be on, it should be set on "silent" or "vibrate." *Real need* is defined as a situation where a staff member may need to be contacted without delay. In such a case, teachers or staff should not talk on the cell phone in front of students. The staff member should inform their principal when this situation exists, whenever possible.
3. In addition, cell phones are not to be used by staff in hallways, the cafeteria, or any area when students are in sight.
4. Cell phone use by teachers and staff is permissible in a building if used out of the sight of students (classrooms with no students, teacher lounge, faculty restrooms, etc.)

Corrective actions to be taken by school administration:

- | | |
|-----------------|---|
| First offense: | The staff member shall have an informal conference with the principal. |
| Second offense: | The staff member shall have a documented conference with the principal. |
| Third offense: | The staff member shall be required to meet with the Personnel Director (documented). |
| Fourth offense: | The staff member shall be required to meet with the Superintendent and will receive one day of leave without pay. |

Any staff member who violates this policy following the fourth offense shall be subject to corrective action by the Superintendent and the School Board, including suspension and termination.

Exceptions

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

EMPLOYER PROVIDED CELLULAR PHONES

The Lincoln Parish School Board may provide cell phones to 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 district. The Superintendent shall designate those employees who may be issued cell phones, based on the employees' duties and responsibilities.

Cell phones are not a personal benefit, nor a primary mode of personal communication. Cell phones must be used for school-related business **only**. Revised: August, 2009

CHILD ABUSE

The Lincoln Parish School Board shall require that instances of suspected child abuse and/or neglect be reported in accordance with appropriate state and local laws and procedures. Therefore, the School Board directs that all school personnel be informed of their responsibilities under law as mandatory reporters when performing their occupational duties.

DEFINITIONS

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

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

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

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

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

A permitted reporter means any other person having cause to believe that a child's physical or mental health or welfare is endangered as a result of abuse or neglect.

Neglect means the refusal or unreasonable failure of a parent or caretaker to supply the child with necessary food, clothing, shelter, care, treatment, or counseling for any injury, illness, or condition of the child, as a result of which the child's physical, mental, or emotional health and safety is substantially threatened or impaired. Neglect includes prenatal neglect. In accordance with statutory provisions, the inability of a parent or caretaker to provide for a child due to inadequate financial resources shall not, for that reason alone, be considered neglect. Whenever, in lieu of medical care, a child is being provided treatment in accordance with the tenets of a well-recognized religious method of healing which has a reasonable, proven record of success, the child shall not, for that reason alone, be considered to be neglected or maltreated. However, nothing herein shall prohibit the court from ordering medical services for the child when there is substantial risk of harm to the child's health or welfare.

PROCEDURE FOR REPORTING CHILD ABUSE OR NEGLECT

A *permitted reporter* shall make a report through the designated state child protection reporting hotline phone number or in person at any child welfare office of the state.

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

1. Reports in which the abuse or neglect is believed to be perpetrated by a parent or caretaker, a person who maintains an interpersonal dating or engagement relationship with the parent or caretaker or a person living in the same residence with the parent or caretaker as a spouse whether married or not, the mandatory reporter shall make the report to the Department of Children and Family Services through the designated state child protection reporting hotline telephone number, via the Department of Children and Family Services *Mandated Reporter Portal* online, or in person at any child welfare office.
2. Reports in which the abuse or neglect is believed to be perpetrated by someone other than a caretaker, a person who maintains an interpersonal dating or engagement relationship with the parent or caretaker, or a person living in the same residence with the parent or caretaker as a spouse whether married or not, and the caretaker is not believed to have any responsibility for the abuse or neglect shall be made immediately to a local or state law enforcement agency.
3. Dual reporting to both the Louisiana Department of Child and Family Services and the local or state law enforcement agency is permitted.
4. A report made to the Louisiana Department of Children and Family Services by facsimile does not relieve the reporter of his/her duty to report in accordance with the applicable requirements.

Reporting Procedure

1. If the initial report was in oral form, it shall be followed by a written report made within five (5) days via the online *Mandated Reporter Portal* of the Department of Children and Family Services, or by mail to the centralized intake unit of the Department at the address provided on the website of the Department, or, if necessary, to the local law enforcement agency to whom the initial report was made.
2. The report shall contain the following information if known by the reporter:
 - A. The name, address, age, sex, and race of the child.
 - B. The nature, extent, and cause of the child's injuries or endangered condition, including any previous known or suspected abuse to this child or the child's siblings.
 - C. The name and address of the child's parent(s) or other caretaker.
 - D. The names and all the ages of all other members of the child's household.
 - E. The name and address of the reporter.
 - F. An account of how this child came to the reporter's attention.
 - G. Any explanation of the cause of the child's injury or condition offered by the child, the caretaker, or any other person.
 - H. The number of times the reporter has filed a report on the child or the child's siblings.
 - I. Any other information which the reporter believes might be important or relevant.
3. The report shall also name the person or persons who are thought to have caused or contributed to the child's condition, if known, and the report shall contain the name of such person if he/she is named by the child.

4. The reporter shall also immediately notify the principal or his/her designee of the school attended by the child of the fact that a report had been filed and the agency(ies) to which it was reported.

INVESTIGATION OF REPORTS

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

ALLEGATION AGAINST SCHOOL EMPLOYEES OR VOLUNTEERS

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

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

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

ALLEGATIONS OF SEXUAL OFFENSES

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

CONFIDENTIALITY

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

INSERVICE TRAINING

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

IMMUNITY FROM LIABILITY

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

LIABILITY

The Louisiana Children's Code and Louisiana criminal law provide substantial penalties for mandatory reporters who fail to report facts which would support a reasonable belief that child abuse or neglect has occurred. Additionally, educators or other employees of the Lincoln Parish School Board who fail or refuse to report child abuse/neglect as provided by law or by this policy may be subject to disciplinary and/or dismissal proceedings for neglect of duty.

Revised: December 4, 2018

FILE: GAE

NON-TITLE IX COMPLAINTS AND GRIEVANCES

Any employee of the Lincoln Parish School Board shall have the right to appeal the application of a policy and/or procedure affecting him/her. Complaints or grievances about any job action taken against an employee are excluded from this policy. The person(s) filing the grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal 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(s).

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 will immediately move to the next higher step in the process for review and decision.

DEFINITIONS

1. *Employee* - Employee(s) shall mean any person(s) regularly employed by the Lincoln Parish School Board, either full or part-time.
2. *Grievance* - Grievance shall mean a claim by an employee of the violation, misinterpretation or inequitable application of any of the School Board policies, rules or regulations under which such employee works. The term *grievance* shall not apply in any manner in which (1) a method of review is not prescribed by law, (2) the School Board is without authority to act(e.g., employee lack of certification, terminations, rebuttal to observation, etc.), or (3) any reduction of personnel action.
3. *Days* – Days shall mean school days or working days. *Working day* shall mean any day the Lincoln Parish School Board *Central Office* is officially open for conducting business. The days at each level may be extended by mutual agreement of persons involved in resolving the grievance.
4. *Immediate Supervisor* – Immediate supervisor shall mean that employee possessing supervisory and administrative authority next in rank above the grievant.
5. *Transcript* – A written, printed, or typed copy of the testimony.

PROCEDURE

Grievances shall be processed as rapidly as possible. All proceedings of a grievance shall be kept confidential.

Level One

An employee with a grievance shall first discuss the grievance with his/her immediate supervisor or principal. Within five (5) days thereafter, the supervisor or principal shall render an oral decision.

Level Two

If the employee is not satisfied with the disposition at Level One or if no decision has been rendered in the time specified, the employee may present a grievance in writing to the immediate supervisor or principal specifying:

1. The nature of the grievance;
2. The nature or extent of the injury, loss, or inconvenience;
3. The results of previous discussions; and
4. The dissatisfaction with decisions previously rendered.

The written grievance shall be presented to the immediate supervisor or principal within five (5) days after the employee's receipt of the Level One oral decision or five (5) days after the oral deadline. If the grievance is not submitted within the time specified, the employee shall have no further right with respect to the grievance.

Within five (5) working days of the receipt of the grievance, the immediate supervisor and the grievant(s) shall meet to attempt to resolve the grievance. The immediate supervisor shall receive, investigate and consider information from all affected parties he/she believes is necessary to resolve the complaint.

Within five (5) working days following the meeting between the grievant(s) and his/her immediate supervisor, the immediate supervisor shall render his/her written decision and communicate his/her decision to the employee.

Level Three

If the employee is not satisfied with the disposition at Level Two or if no decision has been rendered in the time specified, the employee may appeal the Level Two decision by submitting a written request to the Superintendent.

The Superintendent or his/her designee shall schedule a meeting with the employee within fifteen (15) days of receipt of the appeal by the Superintendent. Notice of this meeting shall be given to the employee as well as to the individual who rendered the decision at Level Two. Documentation from the Level Two conference shall be presented as well as any other pertinent documentation.

Within ten (10) days following the Level Three meeting with the aggrieved employee, the Superintendent or his/her designee shall send a written decision by certified mail to the employee with copies to the other decision makers and affected parties.

Level Four

If the employee is not satisfied with the Level Three disposition or if no decision has been rendered in the time specified, the employee may within five (5) days of the date of receipt of the Level Three decision request, in writing, a full hearing of the grievance before the Superintendent or his/her designee. If the request is not submitted to the Superintendent within the time prescribed, the grievant(s) shall have no further right with respect to the grievance.

The Superintendent or his/her designee shall schedule the hearing with the employee within twenty (20) days of the request for a hearing. The Superintendent or designee may receive at the hearing written statements of witnesses, other written materials and/or interview witnesses, if relevant to the grievance. The purpose of the hearing shall be to resolve the grievance. The Superintendent or designee shall maintain a transcript of the proceeding. Following the hearing, the Superintendent or designee shall make a written recommendation for disposition of the grievance.

The recommendation of the Superintendent or designee shall be provided to the employee not more than thirty (30) calendar days following the hearing. The Superintendent or designee's recommendation, together with a copy of the

transcript of the hearing as well as the previous decisions, shall also be provided to the School Board within the same time frame set out above for disposition of the grievance.

On the basis of the written recommendation and a transcript of the hearing provided the School Board, 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. The School Board shall vote to affirm, reverse or modify the recommendation, or remand back to the Superintendent or designee for more information. Notice of the School Board's decision shall be given to the employee and to the individuals who rendered the Level Two, and Level Three decisions. The School Board's action shall be *final*.

REPRESENTATION

The person bringing forth the grievance shall have the right to present his/her own grievance. Grievants have the right to have representation at all levels in the process above Level One and Two.

If a person chooses to have representation when presenting his/her grievance, said person shall provide advance notice of such in writing to the immediate supervisor at the respective procedural level at least two (2) days prior to the meeting on the grievance.

CONFIDENTIALITY

It shall be understood that a grievance shall remain confidential except to the extent necessary to investigate and resolve the grievance. Revised: August 4, 2020

FILE: EFA

ACCEPTABLE USE FOR SCHOOL COMPUTER SYSTEMS AND THE INTERNET -- EMPLOYEE AND SCHOOL BOARD MEMBER USE

In an effort to provide faculty and staff the vast resources accessible through a computerized information resource system such as the Internet, the Lincoln Parish School Board believes it is necessary for all persons to become aware of acceptable uses of computers. The academic benefit of having access to resources from all over the world must be weighed against objectionable materials found on the Internet.

INTERNET SAFETY

The Lincoln Parish School Board shall incorporate the use of Internet protection measures, either hardware or software, that are designed to restrict or filter access to specific areas or sites on the Internet. Such measures provide protection against access by minors or adults to Internet resources that are or contain obscene, pornographic, pervasively vulgar, excessively violent, or sexually harassing, or material harmful to minors (with respect to Internet access by minors), or are otherwise inappropriate in an educational environment.

It is the policy of Lincoln Parish School Board that all Internet access from within School Board facilities be filtered with no exceptions. In the case of Internet access by minors, the filtering mechanism may not be disabled for any reason. However, the School Board does not prohibit employees or students from having unfiltered or unrestricted access to Internet or online services, including online services of newspapers with daily circulation of at least 1000, for legitimate scientific or educational purposes approved by the School Board. For access by adults, the filtering mechanism may be, but is not required to be, disabled to enable bona fide research.

The School Board recognizes that filtering or blocking technology is not 100% effective. School administrators may request the blocking of additional sites that are deemed inappropriate for their students. This request shall be in writing

to the district technology coordinator. The possibility exists that all inappropriate content may not be blocked or that a determined person may find a method to partially or completely circumvent the filtering or blocking method.

In addition to filtering requirements, the School Board shall maintain regulations which:

1. Prohibit access by minors to inappropriate matter on the Internet and World Wide Web;
2. Address the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications, such as *Instant Messaging*;
3. Prohibit unauthorized access, including what is now known as *hacking*, and other unlawful on-line activities by minors online;
4. Prohibit unauthorized disclosure, use, and dissemination of personal information regarding minors; and
5. Institute measures designed to restrict minors' access to materials harmful to minors.

Guidelines are provided so that Internet users are aware of the responsibilities they are about to assume. Responsibilities include efficient, ethical, and legal utilization of network resources. Employees and School Board members shall be required to sign an *Acceptable Use of Computers and Internet Agreement*. The signatures shall be **legally binding** on all parties and shall indicate they have read the terms and conditions carefully and understand their significance.

ACCOUNTABILITY

Employees' and School Board members' use of school computers or the School Computer System (SCS) shall only be reserved for **academic purposes** and the conducting of business aspects of the school system. All employees and School Board members using a school computer or a computer network located on school property, or computers accessing the Internet shall be accountable for its use. This shall include, but not be limited to, (a) unauthorized use resulting in expenses to the school; (b) equipment damage; (c) use of unauthorized software; (d) privacy and copyrights; (e) tampering; (f) accessing obscene and objectionable materials; (g) sending or soliciting inflammatory, abusive, harassing, vulgar, or obscene messages or language; and (h) any action that is deemed inappropriate by the supervisory personnel. Employee, School Board member, or class files on the network are analogous to school lockers, that is, these accounts will be treated as district property subject to control and inspection, rather than private property which cannot be searched without just cause. Access codes or passwords shall be kept on file by the principal or his designee in case an inspection is warranted. Use of the Internet and/or the SCS is considered a privilege and any inappropriate use may result in appropriate disciplinary action and loss of privileges to use the Internet and the SCS.

UNAUTHORIZED AND ILLEGAL USE

Employees and School Board members shall not be under direct supervision but must abide by School Board policy. Tampering with selection menus, procedures, or icons for the purpose of misleading or confusing other users shall be prohibited. Any use by any person of the SCS that incurs expenses to the school other than the monthly user fees and rates shall be strictly prohibited. Furthermore, the computer system shall not be used for commercial, political or religious purposes.

Use of the network for any illegal activities shall also be prohibited. Illegal activities include (a) tampering with computer hardware or software, (b) unauthorized entry into computers and files, (c) knowledgeable vandalism or destruction of equipment, and (d) deletion of computer files. Such activity is considered a crime under state and federal law.

Employees shall not use any wired or wireless network (including third party internet service providers) with equipment brought from home. Example: The use of a netbook, iPod, iPhone or iPad on the network or accessing the internet from any device not owned by the school district must be approved by the principal.

PRIVACY AND COPYRIGHTS

All personnel must adhere to the Copyright Law of the United States (P.L. 94-553) and the Congressional Guidelines that delineate it regarding software, authorship, and copying information. The unauthorized copying or transfer of copyrighted materials may result in the loss of network privileges. Reposting personal communications without the

original author's prior consent shall be prohibited. To do this is a violation of the author's privacy. All persons who willfully violate copyright laws do so without the sanction of the School Board and at their own risk and assume all liability and responsibility. However, all messages posted in a public forum such as news groups or list serves (a means of broadcasting an e-mail message for the purpose of maintaining a discussion list) may be copied in subsequent communications, so long as proper attribution is given.

The School Board directs that:

1. Unlawful copies of copyrighted materials shall not be produced on School Board-owned equipment or within School Board-owned facilities.
2. Unlawful copies of copyrighted materials shall not be used on School Board-owned equipment, within School Board-owned facilities, or at School Board sponsored functions.
3. Information about copyright law and guidelines shall be made available to all employees.

INSTALLING PRANK SOFTWARE

Employees and School Board members should avoid the knowing or inadvertent spread of computer viruses and/or worms. Computer viruses and/or worms are programs that have been developed as pranks, and can destroy valuable programs and data. To reduce the risk of spreading a computer virus and/or worms, employees shall not import files or programs from home or from unknown or disreputable sources. If an employee or School Board member obtains software or files from remote sources, proper procedures should be followed to check for viruses before use. Deliberate attempts to degrade or disrupt the system or the performance of the network or any spreading of computer viruses and/or worms shall be considered criminal activity under state and federal law. No software shall be loaded without the permission of the administration.

OBJECTIONABLE MATERIALS

Profanity or obscenity shall not be tolerated on the network. Perusing or otherwise accessing information on manufacturing bombs or other incendiary devices shall be forbidden. All users should use language appropriate for school situations as indicated by school codes of conduct. Offensive or inflammatory speech should be avoided. The rights of others must be respected both in the local network and the Internet at large. Personal attacks are an **unacceptable** use of the network. If a user is the victim of a "flame", a harsh critical or abusive statement, the user should bring the incident to the attention of a teacher or system administrator. It is usually better not to respond. Furthermore, retrieving and/or viewing pornographic or obscene materials shall not be allowed.

The SCS shall be used for academic purposes only. Conduct that is in conflict with the responsibilities outlined in this document will be subject to loss of network privileges.

Special restrictions by the school or district may be implemented in order to meet special needs provided that School Board policy is not violated.

USE OF THE INTERNET

The Internet is a vast global computer network that provides access to major universities, governmental agencies, other school systems, municipalities, commercial providers of data banks, and marketing services. Acceptable use of these resources shall be consistent with the philosophy, goals, and objectives of the Lincoln Parish School Board. Any person using computers or other electronic information resources shall be required to use such equipment and resources in a responsible, legal manner and must have a consent form on file. The School Board retains the right to monitor all computer usage and files for compliance with all regulations and/or procedures. Accordingly, regulations for participation by anyone on the Internet shall include, but not be limited to, the following:

1. Appropriate language and manners which demonstrate honesty, ethics, and respect for others shall be required.

2. Individual students shall not be permitted to have e-mail accounts. Only classes as a whole or teachers and administrators may be permitted to have an e-mail account. Only appropriate teacher or class messages shall be allowed.
3. No photographs, personal addresses, personal phone numbers, or last names will be permitted on the Internet. Only first names and last initials shall be used to identify students and/or faculty in photographs posted on the Internet. Schools must obtain parental permission prior to posting student photographs on the Internet. Pseudonyms, impersonations, and anonymity are not permitted.
4. Illegal activities, including copyright or contract violations shall not be permitted on the Internet.
5. The Internet shall not be used for commercial, political, illegal, financial, or religious purposes. Violations shall be reported to a teacher or an administrator immediately.
6. Threatening, profane, harassing, or abusive language shall be forbidden.
7. Use of the network for any illegal activities is prohibited. Illegal activities include (a) tampering with computer hardware or software, (b) unauthorized entry into computers and files, (c) knowledgeable vandalism or destruction of equipment, and (d) deletion of computer files. Such activity is considered a crime under state and federal law.
8. No user is permitted to knowingly or inadvertently load or create a computer virus or load any software that destroys files and programs, confuses users, or disrupts the performance of the system. No third party software will be installed without the consent of the assigned administrator.
9. Resources offered by the Internet and paid for by the School Board may not be willfully wasted.
10. A student may not attempt to access any Internet resource without the prior consent of the teacher.
11. Invading the privacy of another user, using another's account, posting personal messages without the author's consent, and sending or posting anonymous messages shall be forbidden.
12. Accessing pornographic or obscene materials, or using or sending profanity in messages shall be forbidden.
13. Perusing or otherwise accessing information on manufacturing bombs or other incendiary devices shall be forbidden.
14. Any subscription to list serves, bulletin boards, or on-line services shall be approved by the Superintendent or his/her designee prior to any such usage.

Use of the Internet is a privilege, and any inappropriate use may result in appropriate disciplinary action and loss of privileges to use the Internet. This shall apply to all personnel, School Board members, and students.

SECURITY

School Board members, teachers, and other personnel who have computers, tablets, or other School Board electronic devices in their charge shall be responsible for their security. Computers must be secured such that students acting without the consent or supervision of a teacher or administrator cannot enter the system or the Internet.

The following are acceptable security measures:

1. Locking the computer CPU with a key
2. Locking the keyboard or computer in a cabinet or closet
3. Locking the room housing the computer

Revised: March 7, 2017

FILE: EFAA

EMPLOYEE USE OF SOCIAL MEDIA

The Lincoln Parish School Board recognizes the importance of incorporating current technology tools, including new methods of electronic communication, into the classroom to enhance student learning. It further recognizes the importance of employees, students and parents engaging, learning, collaborating and sharing in digital environments. The School Board strives to ensure that electronic communication tools incorporated into the school curriculum are used responsibly and safely. As practicable, the School Board shall provide access to secure social

media tools and approved technologies for use during instructional time and for school activities in accordance with policies *EFA, Technology and Internet Use*, and *IFBGA, Computer Access and Use-Students*.

The Lincoln Parish School Board acknowledges that employees may engage in the use of social media during their personal time. Employees who use social media for personal purposes must be mindful that they are responsible for their public conduct even when not acting in their capacities as school district employees. All employees, including student teachers and independent contractors, shall comply with the requirements of this policy when using electronic social media for personal purposes.

For the purposes of this policy, *social media* includes, but is not limited to, personal websites, web logs (blogs), wikis, social network sites, online forums, virtual worlds, video-sharing websites and any other social media generally available to the public or consumers that does not fall within the Board’s technologies network (e.g., Web 2.0 tools, Facebook, Twitter, LinkedIn, Flickr, YouTube).

SOCIAL MEDIA COMMUNICATIONS INVOLVING STUDENTS

Employees shall maintain a professional relationships with students at all times in accordance with policies *GAMIA, Electronic Communications Between Employees and Students*, and *GBRA, Employee Conduct*. All electronic communications with students who are currently enrolled in the school district must be school-related and within the scope of the employees’ professional responsibilities, unless otherwise authorized by this policy. School personnel using School Board-controlled technological resources and social media tools to communicate directly with students or to comment on student matters through use of the Internet shall abide by all policies governing such activities. An employee seeking to utilize and/or establish a non-school-controlled social media website for instructional or other school-related purposes shall obtain prior written approval from the Superintendent or his/her designee and the principal and meet any applicable requirements of policies *EFA, Technology and Internet Use*, and *IFBGA, Computer Access and Use-Students*.

The use of electronic media for communicating with students and parents is considered an extension of the employee’s workplace responsibilities. Accordingly, the Lincoln Parish School Board shall expect employees to use professional judgment when using social media or other electronic communications.

Employees shall be prohibited from knowingly communicating with current students through a personal social network page. Any electronic communication made by an employee to any student enrolled in a public school in this school district or that is received by an employee from any student enrolled in a public school in this school district using a means other than one provided by or made available by the school district shall be reported by the employee in a manner deemed appropriate by the School Board.

EMPLOYEE PERSONAL USE OF SOCIAL MEDIA

The Lincoln Parish School Board respects the right of employees to use social media as a medium of self-expression on their personal time. As role models for the school district’s students; however, employees shall be responsible for their public conduct even when they are not performing their job duties as employees of the School Board. Employees shall be held to the same professional standards in their public use of social media and other electronic communications as they are for any other public conduct. Furthermore, employees remain subject to applicable state and federal laws, School Board policies, and administrative regulations and procedures, even if communicating with others concerning personal and private matters. If an employee’s use of social media interferes with the employee’s ability to effectively perform his or her job duties or causes a substantial disruption to the school environment, the employee shall be subject to disciplinary action, up to and including termination of employment.

Employees shall be responsible for the content on their social media sites, including content added by the employee, the employee’s friends or members of the public who can access the employee’s site, and for Web links on the employee’s site. Employees shall take reasonable precautions, such as using available security settings, to restrict

students from viewing their personal information on social media websites and to prevent students from accessing materials that are not age-appropriate.

Employees shall be prohibited from accessing social networking websites for personal use during instructional time or with School Board technological resources.

POSTING TO SOCIAL MEDIA SITES

Employees who use social media for personal purposes shall be aware that the content they post may be viewed by anyone, including students, parents and community members. Employees shall observe the following principles when communicating through social media:

1. Employees shall not post confidential information about students, employees or school district business.
2. Employees shall not accept current students as “friends” or “followers” or otherwise connect with students on social media sites, unless the employee and student have a family relationship.
3. Employees shall not knowingly allow students access to their personal social media sites that discuss or portray sex, nudity, alcohol or drug use or other behaviors associated with the employees’ private lives that would be inappropriate to discuss with a student at school.
4. Employees may not knowingly grant students access to any portions of their personal social media sites that are not accessible to the general public, unless the employee and student have a family relationship.
5. Employees shall be professional in all Internet postings related to or referencing the school district, students, and other employees.
6. Employees shall not use profane, pornographic, obscene, indecent, lewd, vulgar or sexually offensive language, pictures or graphics or other communication that could reasonably be anticipated to cause a substantial disruption to the school environment.
7. Employees shall not use the school district’s logo or other copyrighted material of the district without express, written consent from the Lincoln Parish School Board.
8. Employees shall not post identifiable images of a student or student’s family without permission from the student and the student’s parent or legal guardian.
9. Employees shall not use Internet postings to libel or defame the Lincoln Parish School Board, individual Lincoln Parish School Board members, school district employees, or students.
10. Employees shall not use Internet postings to make negative comments about other employees of Lincoln Parish School Board, Lincoln Parish Schools or programs, etc. regardless of complaint.
11. Employees shall not use Internet postings to harass, bully or intimidate other employees or students in violation of School Board policies or state and federal laws.
12. Employees shall not post inappropriate content that negatively impacts their ability to perform their jobs.
13. Employees shall not use Internet postings to engage in any other conduct that violates School Board policies and administrative procedures or state or federal laws.

CONSEQUENCES

School Board personnel may monitor online activities of employees who access the Internet using school technological resources. Additionally, the Superintendent or designee may periodically conduct public Internet searches to determine if an employee has engaged in conduct that violates this policy. Any employee who has been found by the Superintendent to have violated this policy may be subject to disciplinary action, up to and including dismissal.

New policy: August 7, 2018

FILE: GAMJ

MISCELLANEOUS CONDITIONS OF EMPLOYMENT

INSPECTIONS AND SEARCHES

It shall be the policy of the Lincoln 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, 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.

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.

ACCOMMODATIONS FOR BREAST-FEEDING MOTHERS

Each school under the jurisdiction of the School Board shall provide the following:

1. An appropriate, private room, other than a restroom, that may be used by an employee to express breast milk.
2. A reasonable amount of break time to accommodate an employee needing to express breast milk that, to the extent possible, shall run concurrently with the break time already provided to the employee, and that shall be available to the employee for up to one (1) year following the birth of her child.
3. Procedures for the employee to notify her supervisor or other appropriate personnel of her intent to make use of the accommodations offered pursuant to this policy and to schedule accordingly.

Any additional break time used by an employee to express breast milk shall be considered unpaid leave time.

New policy: October 16, 2013

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 Lincoln 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 ten (10) 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 written notice of the charges, 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 five (5) 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. Revised: February 4, 2020

DRESS CODE GUIDELINES FOR FACULTY AND STAFF

Lincoln Parish faculty and staff have traditionally upheld high standards of professionalism, including that of appropriate, professional attire. In accordance with that tradition, the Lincoln Parish School System embraces the following standards as they relate to faculty and staff dress.

The standards of dress and provisions of these guidelines apply to **all** faculty and staff members at schools, the Central Office, and other off-campus facilities.

- Dress appropriately in good taste and in a manner consistent with faculty and staff particular responsibilities.

- Adhere to any dress code at particular schools that apply to students but are not addressed in this policy.
- Adhere to any uniform or dress guidelines required by direct supervisor.
- Spirit Days will be designated by the principal. Spirit Days must apply to both students and teachers. Wind suits or jeans may be worn on these days with shirts displaying school logos or seasonable themes.
- During special activities such as field trips, field days, staff and faculty may be exempt from the prohibitions listed below but are requested to adhere to standards of good taste.
- Leggings may be worn with knee-length tunics.
- Sleeveless garments should cover the shoulder.
- All dresses and tunics must be knee-length.
- Men, especially those in administration, are encouraged to wear ties. Dress slacks with polo style shirts or sports shirts may also be worn.
- Certain areas of instruction such as physical education are exempted from the prohibition on shorts, jogging suits, and sweat suits while teaching physical education. However, coaches or others should follow regular dress code standards while teaching in academic classrooms. Dress for vocational Ag teachers or shop activities must be appropriate for the activity. Khakis are recommended.
- The following attire is prohibited. This list is not intended to be all-inclusive:
 - Jeans, T-shirts, and wind suits except on spirit days
 - Sweat shirts (unless part of school uniform) except on spirit days
 - Form fitting slacks
 - Fleece jogging suits
 - Sport/athletic shorts
 - Tank-tops and/or spaghetti straps unless worn under a jacket or over shirt
 - Halters, strapless, see-through or fishnet attire
 - Body piercing ornamentation other than the ears
 - Tattoos
 - Clothing that exposes midriff when arms are raised or when bending over
 - Inappropriate neck lines that expose cleavage

FILE: GAMD

ALCOHOL AND DRUG-FREE WORKPLACE

The Lincoln Parish School System is dedicated to providing a drug-free workplace for its employees and the students in their charge. Toward that end, the unlawful manufacturing, distribution, dispensing, possession, or use of alcohol, narcotics, drugs or controlled substances by any employee shall be prohibited in any workplace, school bus and/or vehicle operated by the Lincoln Parish School System. Violation of such prohibition in the workplace shall result in disciplinary action as may be specified.

Upon official charge of a violation by an employee with regard to manufacturing, distribution, dispensing, possession or use of alcohol, narcotics, drugs, or controlled substance in the workplace, including school buses and/or vehicles, the Superintendent or his/her designee shall immediately conduct a complete investigation into the matter. If violations of School Board policy are found, such conduct may result in discipline, immediate termination, and/or a directive to participate in a sanctioned rehabilitation program. Nothing in this policy shall be construed as to deny any employee the right to due process under the law.

All employees including new hires, shall be given a copy of this policy and shall be thereby notified that any employee who is engaged in the performance of duties shall, as a condition of employment, agree to abide by the terms of this policy and shall further agree to notify the Superintendent or his/her designee of any criminal drug statute conviction for a violation occurring in the workplace, school bus and/or vehicle no later than five (5) days after the conviction.

The Superintendent or his/her designee shall notify the granting agency (for federal grants) within ten (10) days after receiving notice from an employee for such conviction and shall implement the terms of this policy within thirty (30) days of the conviction.

The Lincoln Parish School System shall in good faith make every effort to continue to maintain a drug-free workplace through the implementation of this policy.

EDUCATION

The Lincoln Parish School System shall offer to its employees a drug-free awareness program which will provide employees information and education about the following.

1. The dangers of drug abuse in the workplace.
2. School Board policy of maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation, and employee assistance programs.
4. The penalties or disciplinary action that may be taken against employees for any violations of the *Drug-Free Workplace* policy.

DEFINITIONS

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 federal regulations 21 CFR 1308.11 through 1308.15.

1. *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 violations of the Federal or State criminal drug statutes.
2. *Workplace* is any site for the performance of work for the Lincoln Parish School Board.
3. Official charge refers to a charge brought by an official of the Lincoln Parish School Board to include, but not limited to, Superintendent, central office staff member, principal, and assistant principal. Rev: August, 1994

FILE: GAMEA

ALCOHOL AND DRUG TESTING-GENERAL EMPLOYEES

GENERAL PROVISIONS:

The Lincoln Parish School Board fully supports the concept of drug-free and alcohol-free workplaces and employees. Though the School Board is cognizant of the privacy rights of individuals, it also believes that the safety and well-being of its students and employees requires that it take legally permissible steps to prevent or eliminate the use of drugs and/or abuse of use of alcohol by its employees. School Board policy now prohibits the unlawful manufacturing, distribution, dispensing, possession, or intoxication due to or as a result of use of a controlled substance by its employees in any workplace operated by the system or in any other location. For any such violation, disciplinary action is required. Also, School Board policy prohibits the possession, use or distribution of alcohol or being under the influence of alcohol by its employees on any school system property, whether owned, leased or used by the school system, at any school sponsored or supervised activity, in any School Board owned, leased or used vehicle including any school bus, or at any employee workplace.

As a condition of continued employment, the Lincoln Parish School Board may require samples from a school system employee for alcohol/drug testing in the following circumstances:

1. When an employee is involved in any accident during the course and scope of his or her employment, and alcohol or drugs are suspected to have contributed to the cause of the accident;
2. Under circumstances which result in a reasonable suspicion that drugs are being used by the employee;

3. As part of a monitoring program, to assure employee compliance with a rehabilitation or treatment agreement;
4. In connection with any required periodic medical exams; or
5. As part of a program of random drug testing of designated employees who occupy safety-sensitive or security-sensitive positions.

In addition, when an employee is injured as a result of a job-related accident and who after alcohol/drug testing is determined to be intoxicated under the standards set forth in La. Rev. Stat. Ann. '23:1081 or the employee refuses to immediately submit to such testing, then in accordance with state law such employee shall be presumed to be intoxicated at the time of the accident and may be denied workers' compensation benefits in addition to any other authorized action.

Also, a positive confirmatory drug test result may be used as a basis to terminate an employee for wrongful conduct and to deny unemployment compensation as set forth in La. Rev. Stat. Ann. '23:1601, or as the basis of other disciplinary action.

An employee involved in any of the above situations may be directed by his/her supervisor to submit to alcohol/drug testing. An employee, who provides a sample on the basis of any of the above authority and whose sample is determined to be positive as to the presence of drugs or alcohol after a confirmatory test will be required to undergo a rehabilitation or treatment program at the employee's expense and/or be subject to disciplinary action.

SAFETY AND/OR SECURITY-SENSITIVE POSITIONS:

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

Safety-sensitive refers to a position which requires as part of the employee's assigned duties, primarily or specifically, the operation, maintenance or repair of a motor vehicle; or responsibility for supervising or attending to children on a motor vehicle used to transport children to and from school; or inspecting, servicing, maintaining or using gas fired equipment or gas utility systems; or working with or handling chemicals, including those found in certain cleaning products. 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 may require an employee, primarily or specifically, to employ deadly force in the exercise of his/her duties and whose duties are directly related to the security of employees and students, a school or facility of the Lincoln 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 as a result of the use of a firearm, or any other deadly force. 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 DESIGNATED AS SAFETY-SENSITIVE OR SECURITY SENSITIVE POSITIONS: school bus operators; any person who operates a school system vehicle; mechanics who perform maintenance or repairs of school buses or other school system vehicles; all persons supervising or attending children on a school bus or any other 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; custodians/janitors; and all who exercise any supervision over such persons. 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.

TESTING PROCEDURES

All testing/screening shall be conducted in accordance with applicable state and federal laws and regulations. The Superintendent shall promulgate administrative regulations and procedures to implement the provisions of this policy. In addition to this policy, for those employees who are required by the nature of their job to hold a commercial driver's license (CDL), the provisions of policy *GAMEB, Alcohol and Drug Abuse and Testing-Commercial Drivers' License Holders* shall also be applicable.

DISCIPLINARY ACTION

Failure to comply with the provisions of this policy shall be grounds for disciplinary action including but not limited to written reprimands, suspension from work, and discharge.

An employee shall be subject to immediate discharge 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 discharged if found using, manufacturing, selling, or distributing drugs or alcohol while on School Board premises. Any employee arrested for a drug related offense has 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. Revised: January, 2016

FILE: GAMIA

ELECTRONIC COMMUNICATIONS BETWEEN EMPLOYEES AND STUDENTS

The Lincoln 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 to any student enrolled in a public school in this school district relative to the educational services provided to the student shall use a means provided by or otherwise made available by the school system for this purpose and the School Board shall prohibit the use of all such system means to electronically communicate with a student for a purpose not related to such educational services, except communication with an immediate family member if such communication is specifically authorized by the School Board.

Any electronic communication made by an employee to any student enrolled in a public school in this school district or that is received by an employee from any student enrolled in a public school in this school district using a means other than one provided by or made available by the school system shall be reported by the employee in a manner deemed appropriate by the School Board. Records of any such reported communication shall be maintained by the School Board for a period of at least one (1) year.

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.

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. *Proper communications* – any verbal, written, or wireless communication that would be viewed by any reasonable person to be harmless, wholesome, and void of wording that may be considered questionable in content.

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 procedures 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 Lincoln Parish School Board is aware that changes in technology have revolutionized the methods and devices now available to communicate with others. While these changes have expanded the ability to communicate, the Lincoln Parish School Board is concerned about inappropriate use of these communication devices between school employees and students. The School Board is aware that the reputations and careers of students and educators across the nation have been destroyed due to inappropriate communications. Therefore, it is the intent of the Lincoln Parish School Board to make all employees and students aware of the expectations and procedures of the school system and 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 system, employees must 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 policies, procedures, and practices established by the School Board 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.

REGULATIONS

1. All electronic or 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.
2. Employees shall be required to have a clear understanding of Board policy concerning the use of personal and/or Board-issued cell phones and computers, as well as any other telecommunication or electronic device.
3. Employees are required to report to their supervisor at the first opportunity available, any student-initiated communication that may be construed as inappropriate in content as outlined in this policy.
4. Any employee who has a legitimate need to communicate with students by any means of electronic and/or telecommunication devices shall be required to request from their supervisor the necessary form for approval. The supervisor shall approve or deny the written request as indicated on the form with his/her signature. If permission is denied, the supervisor shall retain the denied request for documentation.

If approved, the employee shall be given the approved form. The employee shall then make a copy for each student he/she is approved to contact and shall proceed with securing the required signatures from students and parents. The signatures indicate that all parties who sign are in agreement with the stipulations listed on the form.

The completed forms are to be kept on file by the supervisor for the duration of the school year in which it is signed.

VIOLATIONS

1. 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.
2. The investigation shall include the supervisor meeting with the employee to document his/her explanation of the allegation. The employee is required to cooperate fully with the investigation.
3. The supervisor, upon completion of the investigation, will then forward a copy of all the information to the Superintendent and the Personnel Director.
4. Sanctions of the employee may include, but are not limited to, any of the following:
 - (a) a written reprimand by the supervisor;
 - (b) revoking any or all of the approved employee-student contact forms of the employee if deemed necessary by the supervisor, or if requested by any parent granting such approval;
 - (c) the employee being placed on leave with or without pay by the Superintendent; or,
 - (d) the employee being recommended for dismissal, in accordance with Board policy.

Revised: January 8, 2013

EMPLOYEE REQUEST FORM TO CONTACT STUDENTS THROUGH THE USE OF TELECOMMUNICATION AND/OR WIRELESS INTERNET

Form A (Supervisor's Consent) (not required for EdLine use)

Employee name: _____ School: _____

Reason for request: _____

****A list of students to be contacted must be attached****

Signature of employee's supervisor: _____

Request is: () Approved () Denied Date: _____

*****This request form is to be filed by the supervisor whether approved or denied*****

If approved, the requesting employee will make a copy of the approval for each student to be contacted and attach it to the Parent Permission Form. After all required signatures have been obtained; the forms will be turned in to the approving supervisor to be kept on file for documentation.

Terms of agreement:

1. Employee will adhere to Cell Phone and Computer Acceptable Use Policies already in place.
2. All employee-student communications will comply with all Board policies in regard to this issue.
3. Employee will not contact students after 9 p.m. on any day except in the case of a justifiable emergency.
4. Employee-student communications, whether verbal, written, or wireless will be limited to topics that are school-related with wording that is widely accepted as wholesome in nature, and would be viewed by any reasonable person to be harmless and acceptable in content. Such communications are required to be void of: simple fraternization; derogatory sexual or lewd content; and comments that are threatening, harassing, discriminatory, or immorally suggestive in nature.
5. The duration of this agreement shall be one calendar year from the date of parental approval and requires annual renewal. Exception: in the event of the student being withdrawn from this school for any reason, this agreement will immediately be voided.

**EMPLOYEE REQUEST FORM TO CONTACT STUDENTS THROUGH THE
USE OF TELECOMMUNICATION AND/OR WIRELESS INTERNET**

Form B – (Parent Permission)

To the Parent:

You are being provided a copy of an approved request by _____
to contact your student through the use of telecommunication and/or wireless internet, attached as “Form A”.
He/she and the approving supervisor have agreed that there is a legitimate need for this request. Please read this
document carefully, giving specific attention to the section titled “*Terms of Agreement*”, for a complete
understanding of this arrangement being made with your student. Your signature, indicating your approval, is
required for this request to be finalized. Should you have any questions in regard to this matter, feel free to contact
the approving school supervisor.

.....

Parental approval is granted: () YES () NO

(print student name)

(student signature)

(print parent/guardian name)

(parent/guardian signature)

Date:_____

**If at any time, a parent wishes to rescind approval of this agreement, the parent must contact both the
approving supervisor and employee in order to void this agreement. The request to do so will be
documented by the Supervisor on the original Form B authorization.**

EMPLOYEE ATTENDANCE

Employees of the Lincoln 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 must grant permission for a period of one day or more.

Reporting Absences

All absences reported by the immediate supervisor shall be recorded and counted toward an employee's leave time.

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.

Job Abandonment

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 terminated, unless the employee can provide acceptable and verifiable evidence of extenuating circumstances, as determined by the Superintendent.

EMPLOYEE CONCERN FORM

Employee Name _____ School/Location _____

Date(s) of incident _____

Describe incident/concern: *(be specific- include dates, times, names, witnesses, etc.)*

Solution requested by reporting employee:

Reporting Employee's Signature

Date submitted to immediate supervisor

=====

Follow up/Action Taken by immediate supervisor or administration:

Immediate Supervisor's / Administrator's Signature

Date copy given to reporting employee

EMPLOYEE CONDUCT

The Lincoln 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 person affiliated with the Lincoln Parish School Board have the responsibility to be familiar with and abide by the laws of the state, the policies and decisions of the School Board, and the administrative regulations and procedures designed to implement Board policies. Employees and others 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.

Employees and all others shall be expected to observe at least the following standards of conduct:

Be courteous to students, one another, and the public and conduct themselves in a professional and ethical manner.

- Recognize and respect the rights and property of students, other employees, and the public.
- Maintain confidentiality of all matters relating to students and other employees.
- Demonstrate dependable attendance and punctuality with regard to assigned activities and work schedules.
- Observe and adhere to all terms of an employee's contract or job description.
- Strive to keep current and knowledgeable about the employee's area of responsibility.
- Refrain from promoting personal attitudes and opinions for matters other than general discussion.
- Refrain from using undue influence to gain, or attempt to gain, promotion, leave, favorable assignments, or other individual benefit or advantage.
- Advocate positive personal behavior on or off campus and attempt to avoid improprieties or the appearance of improprieties.

While the operation of the School Board and its schools is governed by the provisions of this and all other Board policies, 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 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 Board policies, regulations, or procedures, or school regulations or procedures, shall result in the imposition of discipline up to and including termination.

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 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.

NOTIFICATION BY EMPLOYEES

A teacher or any other School Board employee shall report any final conviction or plea of guilty or *nolo contendere* to any criminal offense, excluding traffic offenses, to the School Board within forty-eight (48) hours of conviction or plea.

Arrests for Certain Sexual Offenses

Effective January 1, 2012, any public school employee shall be required to report his/her arrest for a violation of La. Rev. Stat. Ann. §§14:42-14:43.5, 14:80-14:81.5, any other sexual offense affecting minors, any of the crimes listed in La. Rev. Stat. Ann. §15:587.1, or any justified complaint of child abuse or neglect on file with the Louisiana Department of Children and Family Services.

The report shall be submitted to the Superintendent or his/her designee within twenty-four (24) hours of the arrest. However, if the employee is arrested on a Saturday, Sunday, or a legally declared school holiday such report shall be made prior to the employee next returning for his/her work assignment at a school. Such report shall be made by the employee or an agent of the employee regardless of whether he/she was performing an official duty or responsibility as an employee at the time of the offense. In addition, the employee shall report the disposition of any legal proceedings related to any such arrest, which shall also be made a part of any related files or records.

Any employee who fails to comply with these provisions shall be suspended with or without pay by the School Board if such employee is serving a probationary term of employment or if the provisions of law relative to probation and tenure are not applicable to the employee.

Any employee employed by the School Board who is a tenured employee of the Board shall be subject to removal under applicable state laws for failure to comply with these provisions. Written and signed charges alleging such failure shall be brought against the employee.

Unless criminal charges are instituted pursuant to an arrest which is required to be reported as provided above, all information, records, hearing materials, and final recommendations of the school pertaining to such reported arrest shall remain confidential and shall not be subject to a public records request.

School employee, as used in this policy, shall mean any employee of the School Board, including teachers, substitute teachers, bus drivers, substitute bus drivers, or janitor, and shall include all temporary, part-time, and permanent school employees. Revised: November 11, 2008

Lincoln Parish School Board

EMPLOYEE DEFICIENCY REPORT

Employee Name _____ Location: _____

Please check all that apply:

- | | |
|--|---|
| <input type="checkbox"/> Late to work | <input type="checkbox"/> Late or failure to report to duty |
| <input type="checkbox"/> Late picking up students | <input type="checkbox"/> Leaving students unattended |
| <input type="checkbox"/> Not following parish policies | <input type="checkbox"/> Using inappropriate language or |
| <input type="checkbox"/> No lesson plans | tone with student, parents, peers, |
| <input type="checkbox"/> etc. | |
| <input type="checkbox"/> Misuse of computer, internet, etc. | <input type="checkbox"/> Inappropriate dress |
| <input type="checkbox"/> Not following school procedures | <input type="checkbox"/> Failure to attend mandatory meeting |
| <input type="checkbox"/> Improper behavior with student or faculty member | <input type="checkbox"/> Failure to sign in/out |
| <input type="checkbox"/> Cell phone use against policy | <input type="checkbox"/> Insubordination (<i>explain below</i>) |
| <input type="checkbox"/> Leaving campus without permission | <input type="checkbox"/> Excessive absenteeism |
| <input type="checkbox"/> Classroom management lacking | <input type="checkbox"/> Dishonesty (<i>explain below</i>) |
| <input type="checkbox"/> Failure to accompany students to | <input type="checkbox"/> Tardy with reports |
| specified location | <input type="checkbox"/> Failure to report grades/progress |
| <input type="checkbox"/> Lack of effort/job responsibilities not fulfilled | reports |
| <input type="checkbox"/> Unauthorized use/misuse of school equipment | <input type="checkbox"/> Classroom not conducive to learning |
| <input type="checkbox"/> Electronic communication with student without | (<i>lack of organization or neatness</i>) |
| proper consent | <input type="checkbox"/> Failure to report to assigned class or |
| | location |
| <input type="checkbox"/> Other _____ | |

Date(s) deficiency documented _____

Comments: _____

Employee's Signature

**Signature does not imply agreement or disagreement*

Principal or Direct Supervisor's Signature

Date

****Principal/Administrator, Employee, and Human Resources should receive a copy****

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 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

Hearing procedures are statutorily required for certain disciplinary actions for teachers as defined below. However, such procedures do not prevent the Superintendent and/or principal from taking other disciplinary measures which do not require a hearing, as he/she feels appropriate.

Definitions

For the purpose of this section:

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

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 ten (10) 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. If the school district serves twenty thousand students or more, the School Board shall maintain a list of at least ten (10) 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.

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.

NON-TENURED 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.

Revised: January 8, 2019

EQUAL EMPLOYMENT OPPORTUNITY

It shall be the policy of the Lincoln 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, 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.

Any inquiries, concerns, or complaints related to discrimination based on sex should be brought to the attention of the Lincoln Parish School Board's Title IX Coordinator. The Title IX Coordinator may be contacted, as follows:

Lisa Bastion
Lincoln Parish School Board Title IX Coordinator
410 South Farmerville St.
Ruston, LA 71270
(318) 255-1430

The name of the current Title IX Coordinator can be found on the district website and in student handbooks.

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 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. Revised: July, 2020

EVALUATION OF PERSONNEL

TEACHERS AND ADMINISTRATORS

The Lincoln 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 district's *Teacher Assessment and School Personnel Evaluation*. 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.

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.

Revised: August, 2016

2020-2021 GRADING PERIODS

Mid-Nine Weeks	Nine Weeks Ends	Report Cards Issued	# Days
1 Mon., September 14, 2020	Fri., Oct. 16, 2020	Thurs., October 22, 2020	40.5
2 Mon., November 16, 2020	Fri., January 8, 2021	Thurs., Jan 14, 2021	43.0
First Semester Total			83.5
3 Tues., February 16, 2021	Fri., March 12, 2021	Thurs., March 18, 2021	42.0
4 Tues., April 20, 2021	Mon., May 24, 2021	*Thurs., May 24, 2021	45.0
Second Semester Total			87.0
Total Days			170.5

*Report cards issued or mailed.

EMPLOYEE INSURANCE

The Lincoln Parish School Board may make available to its eligible employees, retirees, and/or their spouses and dependent children, health, hospitalization, life, vision, disability, and other benefit insurance programs. The Board may pay any portion of an employee's, spouse's, dependent's, or retiree's premium if so determines.

Healthcare provisions and other program aspects regarding the Board's health and hospitalization coverage shall be outlined in the Lincoln Parish School Board *Health Benefit Plan*.

EMPLOYEE/RETIREE INSURANCE PREMIUMS

The Lincoln Parish School Board shall require employees to pay their insurance premiums one month in advance. Retirees shall be required to provide necessary banking account information in order for their premiums to be deducted directly from their account each month. Active employees shall have their premiums deducted from their monthly pay.

Whenever the Board is faced with retirees and active employees who have insufficient banking funds to cover the amount of the insurance draft, the Board is charged a fee for the return of the draft or check. It is illegal for the School Board to advance funds to pay employee or retiree premiums. Therefore, if there are not adequate funds available to cover the insurance payment (leave without pay, worker's compensation, FMLA, etc.), the employee must remit the required amount to the Board. On the first returned draft/check, the retiree/active employee shall be notified and required to pay the premium due and the charge for the returned draft/check. On the second returned draft/check the retiree/active employee shall be required to pay the premium due and the charge for the returned draft/check, along with a fifty dollar (\$50) penalty. On the third returned draft/check, the retiree's/ active employee's insurance shall be terminated. The retiree/ active employee shall be notified of the termination by certified mail. All correspondence shall be maintained in the retiree's/active employee's insurance file.

Revised: February, 2012

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 Lincoln 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 Lincoln Parish School Board.

PUBLIC ANNOUNCEMENT OF EMPLOYEE DISCIPLINE

The Lincoln 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. 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. 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. Revised: August 4, 2020

FILE: GBRIH

JURY DUTY

The Lincoln Parish School Board shall grant a leave of absence to any regularly employed person of the school system who has been called or subpoenaed to serve jury duty. Such leave shall be granted for the period of time required to serve 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.

Anyone serving on jury duty shall receive his/her regular salary with no loss of 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.

FILE: GBRK

ANNUAL LEAVE

Annual leave shall be granted to all twelve-month full-time employees for the purpose of rehabilitation and restoration of work efficiency, transaction of personal affairs which include such absences as vacations, illness in the family, and attending funerals of other than immediate family.

Earning of vacation shall be based on the equivalent of years of full-time service and shall be creditable at the beginning of each fiscal year in accordance with the following schedule.

- a. Less than ten (10) years of service as a twelve-month employee earns annual leave at the rate of ten (10) days per fiscal year.
- b. Completion of ten (10) years of service as a twelve-month employee earns annual leave at the rate of fifteen (15) days per fiscal year.

Employees shall accrue annual leave days from date of employment as a full-time twelve-month employee. If a twelve-month employee is hired after the start of the fiscal year, the amount of annual leave earned shall be prorated to the period of employment during the initial fiscal year. If the service of a twelve-month employee ends before the end of the fiscal year, the amount of annual leave earned for that year shall be pro-rated based on the number of days worked during the year. Fiscal year shall be the period July 1 - June 30.

There is no limit on the number of annual leave days which a twelve-month employee hired prior to January 1, 2002 may accumulate from one year to the next. Employees hired in twelve-month positions after January 1, 2002 will be limited to a total of twenty-five (25) days of annual leave which may be earned and accumulated and/or reimbursed at the end of service.

Twelve-month personnel shall continue to observe the same holiday and staggered work schedule during holidays as approved on the school calendar. These days shall not be considered annual leave.

The earned annual leave days shall be taken at a time approved by the employee's supervisor. Only the Superintendent shall have the authority to approve requests for annual leave in excess of (25) days per fiscal year. Employees will be discouraged from requesting leave in excess of ten (10) annual leave days while school is actually in session, except when annual leave is used in lieu of sick leave.

Annual leave may be used in lieu of sick leave if requested. In such instances, sick leave must be verified by a physician that may be designated by the Board if it so chooses. Requests for sick leave beyond five (5) consecutive days shall require written verification from a physician. Annual leave days may not be donated or transferred between employees.

The Lincoln Parish School Board shall make payments to all qualified employees or their estates for all accumulated, unused annual leave at the time of retirement, entrance into the Deferred Retirement Option Program (DROP) program, resignation, termination, or death. Such payment shall be at the daily rate of pay paid to the employee at the time of his/her retirement, entrance into DROP, resignation, termination, or death. Payment shall be made on or before the next regular payday for the pay cycle during which the employee was working at the time of separation or no later than fifteen (15) days following the date of retirement, entrance into DROP, resignation, termination, or death, whichever occurs first.

Full time twelve-month employees hired prior to January 1, 2002, shall have the option annually to request that accrued annual leave days exceeding twenty-five (25) be paid out. The request shall be in writing, signed, notarized, witnessed, and stamped received by the Personnel Director or his/her designee by closing time on the last business day of the open request period (March 16-30). The request must be for a minimum of ten (10) days but shall not exceed fifty (50) percent of the accrued days exceeding twenty-five (25). Payment shall be made at the employee's daily rate of pay at the time the request is submitted.

Employees exceeding their annual leave shall automatically have their pay deducted at full pay. No annual leave shall be accrued to the employee while he/she is on leave without pay, but annual leave shall accrue while a twelve-month employee is on sabbatical leave or sick leave with pay.

The Board strongly recommends vacation days for principals and supervisors be taken at least two (2) weeks after school is out of session for one school year and/or prior to the two (2) weeks before the start of the next school year.

Revised: July 2019

LEAVE WITHOUT PAY

The Lincoln Parish School Board may grant leave of absence, without pay, to any employee for periods of time not to exceed one (1) year. Such leave may be granted by the School Board, upon proper request in writing by the employee, whenever in the discretion of the School Board such leave is in the best interest of the school district.

Requests for leave of absence without pay shall be submitted to the Personnel Department, in writing, at least thirty (30) days prior to the effective date of the leave, whenever possible.

The granting of such leave shall be with the intention of both the employee and the school district that the employee returns to the same position he/she left. The School Board may reassign an employee taking leave without pay to a teaching, administrative, or similar position within the person's area of certification or job responsibility if a vacancy occurs. Such reassignment shall be effected in accordance with the School Board's transfer policy and applicable procedures.

Employees shall have been employed in the district for the previous twelve (12) months prior to the beginning date of leave without pay. The 12-month period shall be the same as the fiscal year (July 1-June 30). For each day of leave without pay used, one hundred percent (100%) of a full day's pay shall be docked from regular pay.

An employee on leave without pay shall not earn retirement credit for those days missed, nor shall an employee who is on leave without pay be eligible to accrue annual leave or sick leave during an approved leave.

Employees granted leave without pay may continue to participate in the School Board's group health benefits program. However, while on leave without pay, the employee shall be required to pay 100% of the insurance premium. Failure to pay insurance benefit premiums in a timely manner shall result in cancellation of benefits.

The Lincoln Parish School Board does declare that leave without pay interrupts active service credit for retirement and sabbatical leave purposes. In the case of an employee potentially eligible for sabbatical leave, except for limited exceptions outlined in state statute or School Board policy, leaves of absence without pay shall be deemed to interrupt active service for sabbatical leave purposes, but shall not affect tenure rights which the person requesting leave may have acquired prior to the request for leave.

An employee on approved leave without pay shall notify the Personnel Department at least twenty (20) working days prior to the end of the granted leave of the intention to retire or resign in lieu of returning to active employment. A fitness-for-duty certificate from the employee's physician may be required prior to returning to active employment.

PRESIDENT OF STATEWIDE ORGANIZATION

The Superintendent shall grant a leave of absence, without pay, to any regularly employed teacher or other employee who is president of a statewide professional education organization with a membership of more than ten thousand members, during his/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 acquired prior thereto.

Revised: February 2017

MATERNITY LEAVE

MATERNITY LEAVE

The Lincoln Parish School Board shall grant to regular employees *leave without pay* for maternity purposes 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 *teacher* 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*.

Maternity leave beyond the period of temporary disability shall be considered an interruption of the accrual of consecutive semesters for sabbatical leave eligibility.

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.

ADOPTIVE LEAVE

The School Board shall grant leaves of absence not to exceed thirty (30) days to regular employed teachers 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 *teacher* 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. Revised: March 2019

PERSONAL LEAVE

The Lincoln Parish School Board shall grant to all teachers and all other employees, except those who receive annual leave, two (2) days absence during each school year to be used for such purposes as may be determined by the individual. For every day an employee is absent from work over the allowed two (2) days, the employee shall be considered on leave without pay and a full day's pay shall be deducted from their regular salary for each day absent.

These two (2) days shall be used at the employee's discretion, upon submitting proper notice for such leave at least twenty-four (24) hours prior to taking said leave. The two (2) days personal leave shall not be cumulative nor payable upon death or retirement. Personal leave shall be charged to and deducted from current and/or accumulated sick leave as of the date personal leave is taken. Revised: December 2015

SICK LEAVE

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

Nine-month employees shall be granted ten (10) days of sick leave per year, and ten-month employees shall be granted eleven (11) days of sick leave per year.

Eleven-month and twelve-month employees shall be granted twelve (12) days of sick leave for the first ten (10) years of employment, and for all years employed over ten, they shall receive eighteen (18) days of sick leave per year.

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

TERMINOLOGY

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

- A *teacher* shall mean any employee who holds a valid teaching certificate or whose employment requires the holding of a teaching certificate, or any social worker, guidance counselor, or school psychologist who holds, as applicable, a valid professional ancillary certificate.

- A *bus operator* shall mean any employee who is employed as a school bus operator.
- A *school employee* shall mean an employee who is not a teacher or a school bus operator.
- The use of the term *employee* shall include all three (3) categories of personnel.

CERTIFICATION OF ABSENCE

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

Excuses for employee absences due to illness or injury must be provided on physician's letterhead containing the physician's name, address, and telephone number, typed, printed, or as part of the letterhead. The physician's typed or neatly printed name shall also appear beneath his/her signature. The letter must clearly state the reason for the 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 or death within the immediate family - husband, wife, children and their spouses, parents, brothers and sisters and their spouses; spouse's parents, spouse's brothers and sisters and their spouses; grandparents and grandchildren (including step-relations);
2. Weather conditions - hurricane, tornado, snowstorm, flood, accident, when approved by the Superintendent or designee;
3. Court summons; or
4. 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. The initial six-year period of employment shall begin on August 15, 1999 for all *teachers* and *bus operators* employed as of that date, on August 15, 2008 for *school employees* employed as of that date, or on the effective date of employment for those employees employed after the dates above. All decisions relative to the granting of extended sick leave shall be made by the Superintendent.

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

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

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

Definitions

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

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

Infant means a child under one year of age.

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

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

Extended Sick Leave for Maternity or Adoptive Purposes

Each *teacher* 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 physician as relating to infant or maternal health.

Gainful Employment Permitted

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

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

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

Application Process

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

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

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

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

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 PHYSICIAN'S CERTIFICATION

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

Any further review of medical certification shall proceed as follows:

1. Upon review of the physician's certification submitted, if the School Board or Superintendent questions the validity or accuracy of the certification, the School Board or Superintendent may require the employee, or the immediate family member, as applicable, as a condition for taking the applicable sick leave, to be examined by a licensed physician 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 physician disagrees with the original medical certification from the physician selected by the employee, then the School Board or Superintendent may require the employee, or immediate family member, as applicable, as a condition for taking the applicable sick leave, to be examined by a *third* licensed physician, whose name appears next in the rotation of physicians on a list established by the local medical society and maintained by the School Board or Superintendent. The final determination of medical necessity or certification of a disability shall be based on the opinion of the third physician.
3. In the determination of the validity of a physician's certification, the opinion of *all* physicians consulted shall be submitted to the School Board or Superintendent in the form of a **sworn statement**. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.

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

SICK LEAVE/WORKERS' COMPENSATION

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

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

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 Lincoln 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 (which may include 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 unused sick leave, up to twenty-five (25) days, shall be paid only upon final retirement of the employee. Revised: March 5, 2019

FILE: GBRIBB

SICK LEAVE BANK

The Lincoln Parish School Board recognizes that major illnesses and catastrophic injuries may warrant the need for additional sick leave by an employee. The Board shall create and maintain a *Sick Leave Bank* which provides an opportunity for employees to donate sick leave days, which in turn may be used by employees in emergency situations when their own sick leave days have been exhausted.

Donations of sick leave days shall be made to the Sick Leave Bank and not directly to individual employees, 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*.

Receipt of sick leave days from the Sick Leave Bank shall be based on a written application submitted by an employee to the Superintendent and/or his/her designee. Assessment and any decisions regarding the granting of days from the Sick Leave Bank shall be the responsibility of the Superintendent. His/her decisions shall be *final*, and such decisions shall not be subject to review by the School Board or subject to the Board's grievance procedures.

ADMINISTRATION OF SICK LEAVE BANK

Donations of sick leave days shall be made directly to the Sick Leave Bank. 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.

Applications for receipt of donated sick leave days from the Sick Leave Bank shall be in writing and include a statement from a licensed physician certifying a *medical necessity* for the employee to be absent from work. The application shall be submitted at least twenty (20) work days prior to the anticipated beginning date of leave. In cases of extenuating circumstances, the Superintendent may waive or alter the application deadline. Upon review of the applications, if questions about the validity or accuracy of the certification arise, the Superintendent may require additional medical certification as outlined under *Extended Sick Leave* in policy *GBRIB, Sick Leave*.

Medical necessity shall be 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/her immediate family. *Immediate family member* shall mean a spouse, parent, or child of the employee.

All records generated in the administration of the Sick Leave Bank, as well as the confidentiality of applicable records, shall be properly maintained by the Superintendent and staff in accordance with statutory provisions.

Donor Eligibility

1. Employees who wish to donate accrued sick leave days shall have been actively employed by the School Board for a period of thirty-six (36) consecutive months as of the date of the intended donation.
2. Only employees with a balance of more than fifty (50) sick leave days as of the date of the intended donation shall be permitted to donate to the Sick Leave Bank. No donation shall be permitted which causes the donor's sick leave balance to fall below fifty (50) days. A maximum of ten (10) days may be donated in a fiscal year. An individual may make only one (1) donation in a fiscal year.
3. Employees wishing to donate sick leave shall complete the appropriate *Act of Donation Form*. The donation shall irrevocably relinquish all future claims and rights to such donated sick leave. The days donated shall be permanently deducted from the total number of accumulated sick leave days the employee has on the date the donation is approved.
4. All donations shall be strictly voluntary.
5. No transfer shall become valid until all forms, verifications and signatures have been completed and signed by the Superintendent.
6. All donations shall be in units of whole days.

Recipient Eligibility

1. Recipients shall be actively employed by the School Board at the time that medical necessity is determined.
2. Recipients shall have been employed by the School Board for at least thirty-six (36) consecutive months as of the date of the intended usage.
3. Employees who are recipients shall have exhausted all current and accumulated sick leave and have used all days of extended sick leave and any other applicable leave to which the employee may be entitled. In addition, those employees who receive annual leave shall have exhausted all annual leave time before becoming eligible to receive sick leave days from the Sick Leave Bank.
4. The maximum number of sick leave days that may be granted to a recipient at one time shall be twenty (20) work days.
5. Of those days granted, any remaining unused at the end of the fiscal year shall be returned to the Sick Leave Bank.
6. A separate application shall be submitted for each occasion that an employee may request receipt of sick leave days from the Sick Leave Bank. Each application shall include necessary documentation attesting to medical necessity. The physician's certification must address circumstances relative to each separate request. The separate application requirement may be waived by the Superintendent as circumstances may warrant.
7. Donated sick leave shall not be used on an intermittent daily basis.

Miscellaneous Provisions

1. The Superintendent shall be authorized to make determinations and clarifications of these provisions. All determinations and clarifications made by the Superintendent shall be **final**.
 2. All transactions shall become part of the permanent personnel files of the employees. *Act of Donation Forms* shall be placed in donor personnel files depicting the actual number of days deducted from accrued sick leave days on file after the donation is made.
 3. The number of days withdrawn from the Sick Leave Bank shall not exceed the number of days available within the appropriate account of the Bank.
1. Unused sick leave days shall not carry over from one fiscal year to the next. Any unused sick leave days remaining in the Bank shall be forfeited at the end of the fiscal year.

FILE: GBRIBA

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:

2. 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;
3. To care for the employee's spouse, son, daughter, or parent with a *serious health condition*;
4. 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
5. 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 Lincoln 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.). Revised: August 7, 2018

FILE: GBRIBC

**EMERGENCY FAMILY AND MEDICAL LEAVE (EFMLA)
AND EMERGENCY PAID SICK LEAVE (COVID-19 PANDEMIC)
NEW FOR 2020-2021 - EXPIRES 12/31/2020**

The United States Congress has enacted the *Families First Coronavirus Response Act* (FFCRA) to assist employees affected by the COVID-19 outbreak with job-protected leave and emergency paid sick leave. The provisions of this policy are based on the FFCRA and shall be in effect from April 1, 2020, until December 31, 2020.

EMERGENCY FMLA LEAVE

The *Emergency Family and Medical Leave Expansion Act* (EFMLEA) provisions found in FFCRA shall only apply to the COVID-19 outbreak. Existing *Family and Medical Leave Act* (FMLA) leave policies shall still apply to all other FMLA-qualifying reasons for leave outside of this policy.

Employee Eligibility

All employees who have been employed with the School Board for at least thirty (30) days shall be eligible for EFMLA leave. Employees laid off or otherwise terminated on or after March 1, 2020, who are rehired on or before December 31, 2020, shall be eligible for leave upon reinstatement if they had previously been employed with the School Board for thirty (30) or more of the sixty (60) days prior to their layoff or termination.

Reason for Leave

Eligible employees who are unable to work (or telework if permitted by employer) due to a need to care for their child due to the closure of a child's school or place of care, or the child's regular childcare provider is unavailable due to a public health emergency with respect to COVID-19.

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- under eighteen (18) years of age; or
- eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

“Childcare provider” means a provider who receives compensation for providing childcare services on a regular basis, including:

- a center-based childcare provider
- a group home childcare provider
- a family childcare provider (one individual who provides childcare services for fewer than twenty-four (24) hours per day, as the sole caregiver, and in a private residence)
- other licensed provider of childcare services for compensation
- a childcare provider that is eighteen (18) years of age or older who provides childcare services to children who are either the grandchild, great grandchild, sibling (if such provider lives in a separate residence), niece, or nephew of such provider, at the direction of the parent.

“School” means an elementary or secondary school.

Duration of Leave

Employees shall be entitled to up to twelve (12) weeks of leave to use from April 1, 2020, through December 31, 2020, for the purposes stated above. This time is included in and not in addition to the total traditional FMLA leave entitlement of twelve (12) weeks in a twelve (12)-month period.

For example, if an employee has already taken six (6) weeks of FMLA leave, that employee would then be eligible for another six (6) weeks of FMLA leave under this policy.

Pay During Leave

Leave shall be unpaid for the first ten (10) days of leave; however, employees may use any accrued paid vacation, sick or personal leave during this time, as appropriate in accordance with existing policies. The employee may also elect to use the paid leave provided under the *Emergency Paid Sick Leave Act* (EPSLA) as further explained below. After the first ten (10) days, leave shall be paid at two-thirds (2/3) of an employee’s regular rate of pay for the number of hours the employee would otherwise be scheduled to work. Pay shall not exceed \$200 per day, and \$10,000 in total, or \$12,000 in total if using emergency paid sick leave for the first two (2) weeks. Any unused portion of this pay shall not carry over to the next year.

For employees with varying hours, one of two methods for computing the number of hours paid shall be used:

- The average number of hours that the employee was scheduled per day over the six (6)-month period ending on the date on which the employee takes leave, including hours for which the employee took leave of any type. Or,
- If the employee has worked less than six (6) months, the expected number of hours to be scheduled per day at the time of hire.

Employee Status and Benefits During Leave

While an employee is on leave, the School Board shall continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. While on paid leave, the School Board shall continue to make payroll deductions to collect the employee's share of the premium. During any unpaid portions of leave, the employee shall continue to make this payment per instructions from the School Board staff.

If the employee contributes to a life insurance or disability plan, the School Board shall continue making payroll deductions while the employee is on paid leave. During any portion of unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the School Board may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the School Board may discontinue coverage during the leave. If the School Board maintains coverage,

the School Board may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

Procedure for Requesting Leave

All employees requesting emergency FMLA leave shall provide written notice, where possible, of the need for leave to the School Board as soon as practicable. Verbal notice shall otherwise be accepted until written notice can be provided. Within five (5) business days after the employee has provided this notice, the Superintendent or his/her designee shall complete and provide the employee with any Department of Labor (DOL) required notices.

The notice the employee provides should include a brief statement as to the reason for leave, and if possible, the expected duration.

On a basis that does not discriminate against employees on FMLA leave, the School Board may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Employee Status After Leave

Generally, an employee who takes FMLA leave shall be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The School Board may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees shall be given written notice at the time FMLA leave is requested of his or her status as a key employee.

EMERGENCY PAID SICK LEAVE

The provisions included here are based on the *Emergency Paid Sick Leave Act* (EPSLA) of the FFCRA and shall only apply to the COVID-19 outbreak.

Eligibility

All full- and part-time employees unable to work (or telework) due to one of the following reasons for leave:

1. The employee is subject to a federal, state or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
4. The employee is caring for an individual who is subject to either number 1 or 2 above.
5. The employee is caring for his or her child if the school or place of care of the child has been closed, or the childcare provider of such child is unavailable, due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

“Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- under eighteen (18) years of age; or
- eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

“Individual” means an immediate family member, roommate or similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she self-quarantined or was quarantined. Additionally, the individual being cared for shall:

- be subject to a federal, state or local quarantine or isolation order as described above; or,
- Have been advised by a health care provider to self-quarantine based on a belief that he or she has COVID-19, may have COVID-19 or is particularly vulnerable to COVID-19.

Amount of Paid Sick Leave

All eligible full-time employees shall be eligible for up to ten (10) days or eighty (80) hours of paid sick leave available to use for the qualifying reasons above. Eligible part-time employees are entitled to the number of hours worked, on average, over a two (2)-week period.

For employees with varying hours, one of two methods for computing the number of hours paid shall be used:

- The average number of hours that the employee was scheduled per day over the six (6)-month period ending on the date on which the employee takes leave, including hours for which the employee took leave of any type. Or,
- If the employee has worked less than six (6) months, the expected number of hours to be scheduled per day at the time of hire.

Rate of Pay

Paid emergency sick leave shall be paid at the employee's regular rate of pay, or minimum wage, whichever is greater, for leave taken for reasons 1-3 above. Employees taking leave for reasons 4-6 shall be compensated at two-thirds (2/3) their regular rate of pay, or minimum wage, whichever is greater. Pay shall not exceed:

- \$511 per day and \$5,110 in total for leave taken for reasons 1-3 above;
- \$200 per day and \$2,000 in total for leave taken for reasons 4-6 above.

Interaction with Other Paid Leave

The employee may use emergency paid sick leave under this policy before using any other accrued paid time off for the qualifying reasons stated above.

Employees on emergency FMLA leave under this policy may use emergency paid sick leave concurrently with that leave. Emergency paid sick leave may also be used when an employee is on leave under traditional FMLA for his or her own COVID-19-related serious conditions or to care for a qualified family member with such a condition. If the employee qualifies for both emergency FMLA and emergency paid sick leave, the employee shall be entitled to use emergency paid sick leave for the first ten (10) work days of emergency FMLA leave which would otherwise be unpaid.

Procedure for Requesting Emergency Paid Sick Leave

Employees shall notify the School Board of the need and specific reason for leave under this policy. A form shall be provided to all employees on the School Board intranet and/or in a manner accessible to all. Verbal notification shall be accepted until practicable to provide written notice. Lack of required documentation by employee, shall be considered leave without pay.

Documentation supporting the need for leave shall be included with the leave request form, such as:

- A copy of the federal, state or local quarantine or isolation order related to COVID-19 applicable to the employee or the name of the governmental entity that issued the order.
- Written documentation by a health care provider advising the employee to self-quarantine due to concerns related to COVID-19 or the name of the provider who advised the employee.
- The name and relation of the individual for whom the employee is taking leave because the individual is subject to a quarantine or isolation order or is advised to self-quarantine.
- The name and age of the child or children being cared for; the name of the school, place of care, or child care provider that closed or became unavailable; and a statement that no other suitable person is available to care for the child during the period of requested leave. For children over fourteen (14) years of age, a statement shall be included indicating special circumstances that require the employee to provide care during daylight hours.

Once emergency paid sick leave has begun, the employee and his or her supervisor shall determine reasonable procedures for the employee to report periodically on the employee's status and intent to continue to receive paid sick time.

Carryover

Paid emergency sick leave under this policy shall not be provided beyond December 31, 2020. Any unused paid sick leave shall not carry over to the next year or be paid out to employees.

Job Protections

No employee who appropriately utilizes emergency paid sick leave under this policy shall be discharged, disciplined or discriminated against for work time missed due to this leave. New policy: July 7, 2020

FILE: IHAD

PARENT CONFERENCES

The Lincoln Parish School Board realizes that close communication between home and school is an important factor in establishing a highly effective school program. Planned conferences between parents and teachers are an important way to bring about understanding and close cooperation between the home and school. Close communication should be maintained through conferences with all parents, not just with those where academic or other problems suggest the need for closer communication. Therefore, the School Board shall require all teachers to hold a conference with each student's parents or guardians at least one time each school year.

ACADEMIC CONFERENCES

At least two (2) parent-teacher conferences shall be scheduled by teachers during the first semester of each school year. At least one (1) parent or guardian of the child shall attend or participate in at least one (1) of the scheduled parent-teacher conferences. A teacher need not require a parent or guardian to attend a conference if the conference would be unnecessary due to the student's academic record. Other conferences may be scheduled as the need arises.

If a middle school or high school student has more than one teacher, the parent or guardian may participate in the conference by conference call.

The School Board shall direct the Superintendent to establish regulations regarding the failure of the parent or guardian to attend at least one (1) of the scheduled parent-teacher conferences. Said regulations shall not include any negative action against the student as a result of the parents/guardians not attending the required parent-teacher conference.

The principal or supervisor should be present at any parent-teacher conference when there is reason to anticipate an atmosphere of hostility.

If a student's academic performance is such that it could threaten the student's ability to be promoted to the next grade level, the student's parent/guardian shall be offered an in-person meeting with the child's classroom teacher and school leader to discuss any resources or strategies available to support and encourage the student's academic improvement.

DISCIPLINARY CONFERENCES

Parents may be required to attend a conference with their student's teacher/principal/guidance counselor under the following circumstances:

1. When a pupil is removed from a classroom by the teacher, the teacher may require that the parent, tutor, or legal guardian of the pupil have a conference with the teacher in the presence of the principal or his/her designee before the pupil is readmitted to the classroom.

2. Upon the *third* removal from the same classroom during the school year, a conference between the teacher or other appropriate school employee and the pupil's parent, tutor, or legal guardian shall be required prior to the pupil being readmitted to the classroom.
3. In any case where a teacher, principal, or other school employee requires the parent, tutor, or legal guardian of a pupil under eighteen (18) to attend a conference or meeting regarding the pupil's behavior, and, after notice, the parent, tutor, or legal guardian willfully refuses to attend, the principal or designee shall file a complaint with a court exercising juvenile jurisdiction.
4. Prior to the suspension or recommendation for expulsion of a student, a conference shall be scheduled with the student's parent, tutor, or legal guardian and the principal, as a requirement for readmitting the student to school. Notification of the conference shall be by telephone, or in certain cases, by certified letter. Such conference shall be held within five (5) school days of mailing the certified letter or other contact. On not more than one occasion each school year when the parent, tutor, or legal guardian refuses to respond, the principal may determine whether readmitting the pupil is in the best interest of the student. On any subsequent occasions in the same school year, the pupil shall not be readmitted unless the parent, tutor, legal guardian, court, or other appointed representative responds.
5. When a pupil is suspended a second time within one school year, the principal may require that a counseling session be held with the parent and pupil by the school counselor. If no counselor is available, the principal may require a conference between the parent, pupil, and all the pupil's teachers and the principal or other administrator.
6. Upon a student's *third* unexcused absence or unexcused tardy, the principal or his/her designee shall notify the parent or legal guardian in writing and shall hold a conference with the parent or legal guardian. The parent or legal guardian shall sign a receipt acknowledging notification. *Tardy*, for the purposes of this enumerated item, shall be as defined in La. Rev. Stat. Ann. §17:233.

MEDICATION ADMINISTRATION PROVISIONS

PRINCIPAL

The principal shall designate at least two (2) employees to receive training and administer medications in each school.

TEACHER

The classroom teacher who is not otherwise previously contractually required shall not be assigned to administer medications to students. A teacher may request in writing to volunteer to administer medications to his/her own students. The administration of medications shall not be a condition of employment of teachers employed subsequent to July 1, 1994. A regular education teacher who is assigned an exceptional child shall not be required to administer medications.

POLITICAL ACTIVITIES

It is strongly felt by the Lincoln Parish School Board that 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 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 the campaign or election of any candidate for political office during office hours or while on duty, nor 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 during office hours or while on duty. This requirement applies in every school of the system, department of the system, central office, and on school buses.
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 Board's approval.
3. No public funds shall be used to urge any elector to vote for or against any candidate, proposition, or be appropriated to a candidate or political organization. This policy shall not prohibit the use of public funds for dissemination of factual information relative to any proposition appearing on any election ballot.

All employees shall be informed of said policy provisions.

The School Board states that the provisions of this policy shall apply during business hours or while an employee is on official Board business, and is not intended to interfere with personal time or affairs away from offices or school facilities in any way. New policy: October 20, 2010

FILE: EBBB

SCHOOL AND STUDENT SAFETY

The Lincoln Parish School Board is committed to providing a safe environment for the students and employees of its schools. The School Board shall take immediate action to address any potential threats of violence or terrorism to students and employees as required by the *Louisiana School and Student Safety Act* (La. Rev. Stat. Ann. §§17:409.1-17:410).

The School Board shall develop, in consultation with local law enforcement agencies, age appropriate information regarding internet and cell phone safety and online content that is a potential threat to school safety. The information shall include how to recognize and report potential threats to school safety posted on the internet, including but not limited to social media posts. This information shall be distributed or explained to school personnel and students at the beginning of each school year, and posted on an easily accessible page of each school's website, as well as the website of the School Board. Such information shall include instruction on how to detect potential threats to school safety, visual examples of possible threats, and the process for reporting such threats.

DEFINITIONS

Student means any person registered or enrolled at a school.

School is as defined by La. Rev. Stat. Ann. §17:236 as an institution for the teaching of children, consisting of an adequate physical plant, whether owned or leased, instructional staff members, and students, and which operates a minimum session of not less than one hundred eighty (180) days.

Threat is credible and imminent means that the available facts, when viewed in light of surrounding circumstances, would cause a reasonable person to believe that the person communicating the threat actually intends to carry out the threat in the near future or has the apparent ability to carry out the threat in the near future.

Threat of violence means communication, whether oral, visual, or written, including but not limited to electronic mail, letters, notes, social media posts, text messages, blogs, or posts on any social networking website, of any intent to kill, maim, or cause great bodily harm to a student, teacher, principal, or school employee on school property or at any school function.

Threat of terrorism means communication, whether oral, visual, or written, including but not limited to electronic mail, letters, notes, social media posts, text messages, blogs, or posts on any social networking website, of any crime of violence that would reasonably cause any student, teacher, principal, or school employee to be in sustained fear for his safety, cause the evacuation of a building, or cause other serious disruption to the operation of a school.

MANDATORY REPORTING

Any administrator, teacher, counselor, bus operator, or other school employee, whether full-time or part-time, who learns of a threat of violence or threat of terrorism, whether through oral communication, written communication, or electronic communication, shall:

1. Immediately report the threat to a local law enforcement agency if the threat is credible and imminent.
2. Immediately report the threat to school administrators for further investigation, in compliance with this policy, if the threat is not credible and imminent.

No person shall have a cause of action against any person for any action taken or statement made in adherence with the requirement for reporting as provided herein. However, the immunity from liability provided in this policy shall not apply to any action or statement if the action or statement was maliciously, willfully, and deliberately intended to cause harm to, harass, or otherwise deceive law enforcement or school officials.

Reporting Procedures

The Superintendent shall develop and maintain administrative procedures for reporting potential threats to school safety. The reporting procedures, at a minimum, shall include:

1. A standardized form to be used by students and school personnel to report potential threats which requests, at a minimum, the following information:
 - A. Name of school, person, or group being threatened.
 - B. Name of student, individual, or group threatening violence.
 - C. Date and time the threat was made.
 - D. Method by which the threat was made, including the social media outlet or website where the threat was posted, a screenshot or recording of the threat, if available, and any printed evidence of the threat.
2. A process for allowing school personnel to assist students in completing the standardized form.

3. A process for allowing reporting by an automated voice system.
4. A process for allowing anonymous reporting and for safeguarding the identity of a person who reports a threat.
5. For every threat reported, a school administrator shall record, on the form provided, the action taken by the school.

If information reported to a school is deemed a threat to school safety, the school shall present the form and evidence to local law enforcement agencies. If the information poses an immediate threat, school administrators shall follow procedures provided in the school's *Crisis Management and Response Plan*.

THREAT ASSESSMENT

When any threat of violence or terrorism has been reported to a school administrator, an investigation shall be made according to administrative procedures which shall include, at a minimum:

1. Conducting an interview with the person reporting a threat, the person allegedly making a threat, and all witnesses, and;
2. Securing any evidence, including but not limited to statements, writings, recordings, electronic messages, and photographs.

If the investigation results in evidence or information that raises a concern that a threat is credible and imminent, the threat shall be immediately reported to a local law enforcement agency for further investigation.

MANDATORY EVALUATION

If a law enforcement agency, based on its investigation as required by La. Rev. Stat. Ann. §17:409.4, determines that a student's threat is credible and imminent, it shall report it to the district attorney, who may file a petition no later than seven (7) days after receiving such report with the appropriate judicial district court for medical, psychological, and psychiatric examination. Where the district attorney, in his/her discretion, decides not to file the petition or does not file such petition during the requisite period, the student who is the subject of a complaint and investigation shall be permitted to return to school. The school shall permit a student who is the subject of a complaint and investigation to return to school if at any point prior to a hearing the threat is determined not to be credible after an investigation by the school administration, a law enforcement agency, or the district attorney or by order of the court after a hearing.

If the person who is reported to a local law enforcement agency is not a student, he or she shall not be permitted to be within five hundred feet (500') of any school until he or she has undergone a formal medical or mental health evaluation and has been deemed by a health care professional not to be dangerous to himself/herself or others.

FILE: GAEEA

TITLE VII EMPLOYEE SEXUAL HARASSMENT

It is the policy of the Lincoln Parish School Board to provide an employment environment that is free from unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications deemed to constitute sexual harassment under federal and state laws, regulations, and guidelines. The Lincoln Parish School Board shall not tolerate sexual harassment by any student, employee, non-employee volunteer, or School Board member toward any individual.

All managerial and supervisory personnel shall be responsible for enforcing the Lincoln Parish School Board's sexual harassment policy. Failure to enforce this policy in a prompt and strict manner may subject such personnel to disciplinary action.

DEFINITION

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964, which prohibits discrimination in employment on the basis of sex, race, color, national origin, and religion.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either 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 the individual, or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Inappropriate conduct which may constitute sexual harassment may include, but is not limited to, verbal harassment such as derogatory comments, jokes, slurs or remarks or questions of a sexual nature; physical harassment such as unnecessary or offensive touching; and visual harassment such as derogatory or offensive posters, cards, cartoons, graffiti, drawings, looks or gestures. Harassment may depend not only upon the perpetrator's intention, but also upon how the person who is the target perceives the behavior or is affected by it.

REPORTING PROCEDURE

Any person who believes he or she has been the victim of sexual harassment by an employee or non-employee volunteer of the Lincoln Parish School Board, or any person with knowledge or belief of conduct which may constitute sexual harassment should report the alleged acts immediately to the employee's immediate supervisor who, in turn, shall submit it to the Superintendent or his/her designee. If the alleged acts were committed by the employee's immediate supervisor, the complaint should be directed to the Superintendent or his/her designee. If criminal activity is involved, the victim should also report the incident to local law enforcement. The person to whom the complaint is given shall promptly prepare a written report and forward it to the Superintendent or his/her designee.

INVESTIGATION AND RECOMMENDATION

The School Board shall respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed as much as possible, consistent with the School Board's legal obligations and the necessity to investigate allegations of harassment, and take corrective or disciplinary action when the conduct has occurred.

Upon receipt of a report or complaint alleging sexual harassment by an employee or non-employee volunteer, such a complaint shall be immediately investigated by personnel designated by the Superintendent to conduct such investigation utilizing the procedures outlined in policy *GAMC, Investigations*. The investigation shall include personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint, as well as a review of related charges, if any, personnel files, work records and other pertinent information.

In determining whether alleged conduct constitutes sexual harassment, the Superintendent or designee should consider the surrounding circumstances, the nature of the sexual advances, relationships between the parties involved and the context in which the alleged incidents occurred.

A report shall be made to the Superintendent upon completion of the investigation involving an employee or non-employee volunteer. The report may include a finding that the complaint was unfounded, informally resolved, or recommended to the Superintendent for disciplinary action. No record of an unfounded or unsubstantiated complaint shall be filed in an employee's personnel file.

RESULTS OF INVESTIGATION

Upon receipt of a recommendation that a complaint is valid, the Superintendent shall take such action as appropriate based on the results of the investigation, which may include, but not be limited to, suspension with or without pay, demotion, or termination.

If, based on the results of the investigation, the claim of sexual harassment is found to be intentionally false, the Superintendent shall take such action as appropriate, which may include, but not be limited to, suspension with or without pay, demotion, or termination.

Any employee shall have the right to pursue a claim of sexual harassment under state or federal law, regardless of the outcome of the School Board's investigation.

RETALIATION PROHIBITED

The Superintendent shall discipline any individual who retaliates against any person who reports alleged sexual harassment or who retaliates against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to a sexual harassment complaint. *Retaliation* shall include, but not be 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 consent 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.

SEXUAL HARASSMENT AS SEXUAL ABUSE OR CRIMINAL ACTIVITY

Under certain circumstances, sexual harassment of a student may constitute sexual abuse under the Louisiana Children's Code. In such situations, School Board personnel become *mandatory reporters* and shall comply with *Article 609(A)* of the Louisiana Children's Code and directly report the sexual abuse to the Child Protection Unit of the Louisiana Department of Social Services. Also, activity of a criminal nature should be reported by the victim to local law enforcement.

NOTIFICATION/TRAINING

Copies of this policy shall be included in the District Staff Handbook and are available to all schools and departments of the Lincoln Parish School Board and placed on each school's and School Board's website. Training sessions on the provisions of this policy and the prevention of sexual harassment shall be held on an annual basis. Training sessions for new non-teaching employees shall be conducted annually. Supervisors and other persons designated to accept or investigate complaints of sexual harassment in the workplace shall receive additional education and training.

Employees shall be apprised of applicable federal and state law on sexual harassment, including the right of the complainant to pursue a claim under state or federal law, regardless of the outcome of the investigation.

Revised: February 4, 2020

EXAMPLES OF SEXUAL HARASSMENT

VERBAL:

- Referring to an adult as girl, hunk, baby or honey
- Whistling at someone, making cat calls or kissing sounds
- Turning work discussions to sexual topics
- Making sexual comments about a person's body
- Making sexual innuendos
- Telling sexual jokes or stories
- Asking about sexual fantasies, preferences or history
- Asking questions about a person's social or sexual life
- Repeatedly asking out a person who is not interested
- Telling lies or spreading rumors about a person's sex life
- Asking for sexual favors
- Name calling of a sexual nature (hey baby, etc.)

NON-VERBAL:

- Looking a person up and down (elevator eyes)
- Staring at someone
- Blocking a person's path
- Standing too close
- Preventing someone from leaving an area
- Giving personal gifts
- Having sexually suggestive materials (posters, calendars, etc.)
- Making facial expressions, winking, throwing kisses, licking lips
- Making sexual gestures with hands or through body movements

PHYSICAL:

- Touching a person's clothing, hair or body
- Constantly hanging around a person
- Hugging, patting, kissing, or stroking
- Touching or rubbing oneself sexually around another person
- Standing close or brushing up against another person
- Spiking (pulling down someone's pants)
- Giving "wedgies" or "snuggies"

These actions in and of themselves are not always considered sexual harassment. If these actions are unwelcome, AS DETERMINED BY THE RECIPIENT, that's the key test as to whether a given behavior constitutes sexual harassment!

**Any complaint about harassment shall be immediately reported to the Title IX Coordinator.
The Title IX Coordinator for the Lincoln Parish School Board is:**

Lisa Bastion
Assistant Superintendent
Lincoln Parish School Board Office
410 S. Farmerville St.
Ruston, LA 71270
(318) 255-1430

Complaints will be handled as provided in LPSB Policy. The principal or direct supervisor is responsible for investigating the complaint. The right to confidentiality, both of the complaining employee and of the accused employee, will be respected. The principal may request assistance from the appropriate Central Office staff in investigating a harassment complaint. If the act or acts involve possible criminal conduct, the appropriate police

authorities will be notified. When violations of the Lincoln Parish School Board Sexual Harassment policy have been validated, appropriate disciplinary action such as reprimand, suspension, or termination proceedings shall be taken.

FILE: JAAA

TITLE IX SEXUAL HARASSMENT

The Lincoln Parish School Board desires to provide a safe school environment that allows all students equal access and opportunities in the School District's academic, extracurricular, and other educational support programs, services, and activities. The School Board does not discriminate on the basis of sex in the education program or activity that it operates. The School Board is required by Title IX of the Education Amendments of 1972 (Title IX) and Part 106 of Title 34 of the United States Code of Federal Regulations not to discriminate on the basis of sex in the education program or activity that it operates, including admission and employment. The School Board recognizes that sexual harassment is a form of discrimination on the basis of sex and the School Board prohibits sexual harassment as defined by Title IX and Part 106 of Title 34 of the United States Code of Federal Regulations.

Any person may report discrimination based on sex, including sexual harassment, in person, by mail, by telephone, or by electronic mail to the School Board's Title IX Coordinator at any time, including during non-business hours. Any School Board employee who has actual knowledge of sexual harassment must report the conduct to the Title IX Coordinator. The Lincoln Parish School Board's Title IX Coordinator's name and contact information is provided to applicants for admission and employment, students, parents or legal guardians, school students, employees, and published in the *Student Code of Conduct*, and on the School Board's website. Reports of and inquiries regarding unlawful sex discrimination may also be made to the Assistant Secretary for Civil Rights of the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20202-1100, Email: ocr@ed.gov, 1-800-421-3481. The School Board's Title IX Coordinator shall be authorized to coordinate the School Board's Title IX obligations.

DEFINITIONS

As used in this policy:

Actual knowledge means notice of sexual harassment or allegations of sexual harassment to the any employee of the School Board. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the School Board with actual knowledge is the respondent.

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the School Board investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the Lincoln Parish School Board with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under and by any additional method designated by the School Board. As used in this paragraph, the phrase *document filed by a complainant* means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the School Board) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator shall not be a complainant

or otherwise a party to any grievance procedure, and shall at all times comply with Title IX and Part 106 of Title 34 of the United States Code of Federal Regulations.

Notice means whenever any employee: witnesses sexual harassment; hears about sexual harassment or sexual harassment allegations from a complainant (i.e., a person alleged to be the victim) or a third party (e.g., the complainant’s parent, friend, or peer); receives a written or verbal complaint about sexual harassment or sexual harassment allegations; or by any other means.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the Lincoln Parish School Board conditioning the provision of an aid, benefit, or service of the Lincoln Parish School Board on an individual’s participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Lincoln Parish School Board’s education program or activity; or
3. *Sexual assault* as defined in 20 USC 1092, *dating violence* as defined in 34 USC 12291, *domestic violence* as defined in 34 USC 12291, or “stalking” as defined in 34 USC 12291.

Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School Board’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School Board’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The School Board shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the School Board to provide the supportive measures. The Title IX Coordinator shall be responsible for coordinating the effective implementation of supportive measures.

COVERAGE

This policy applies to all students, employees and non-employee volunteers, to the elected members of the School Board, and to all students of the Lincoln Parish School District. It applies at school, and locations, events, or circumstances over which the School Board has exercised substantial control over both the respondent and the context in which sexual harassment occurs.

TITLE IX COORDINATOR

The Superintendent shall designate and authorize a “Title IX Coordinator” to coordinate the Lincoln Parish School Board’s efforts to comply with Title IX and Part 106 of Title 34 of the United States Code of Federal Regulations. The Title IX Coordinator shall undergo and receive all training required by Part 106 of Title 34 of the United States Code of Federal Regulations. The name, office address, electronic mail address, and telephone number of the Title IX Coordinator shall be published as required by Part 106 of Title 34 of the United States Code of Federal Regulations.

RESPONSE TO SEXUAL HARASSMENT

If the Lincoln Parish School Board has actual knowledge of sexual harassment in an education program or activity, then the Title IX Coordinator shall be informed and the Title IX Coordinator shall offer supportive measures and follow the grievance procedures adopted pursuant to this policy.

The Superintendent and/or the Title IX Coordinator shall develop and maintain a Title IX Grievance Procedure that complies with 34 CFR §106.45, including investigation of any incident of which it has actual knowledge. The Title IX Grievance Procedure shall include the procedures to appeal any determination regarding sexual harassment under Title IX.

Nothing shall preclude the School Board from removing a respondent from the School Board's education program or activity on an emergency basis, provided that an individualized safety and risk analysis determines an immediate threat to the physical health or safety of a complainant, student, or other individual arising from the allegations of sexual harassment justifies immediate removal. Neither shall the School Board be precluded from placing a non-student employee respondent on administrative leave during the pendency of the grievance process developed according to this policy. In both such instances the respondent shall be provided with notice and an opportunity to challenge the decision contemporaneously with or immediately following the removal. This provision shall not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act or regulations promulgated thereunder.

TITLE IX RECORDKEEPING

The Lincoln Parish School Board shall retain for a period of seven (7) years records of each sexual harassment investigation including any determination regarding responsibility, any appeal and the result therefrom, any informal resolution and the result therefrom, and all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.

For any response to actual knowledge of sexual harassment, the Title IX Coordinator shall create and maintain for a period of seven (7) years, records of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance the Title IX Coordinator shall document the basis for a conclusion that its response was not deliberately indifferent and document the measures designed to restore or preserve equal access to the School Board's education program or activity. If no supportive measures were provided to a complainant, then the Title IX Coordinator shall document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

NONRETALIATION

Neither the Lincoln Parish School Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or Part 106 of Title 34 of the United States Code of Federal Regulations, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this part. Intimidation, threats, coercion, or discrimination, including charges against an individual for other policy violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or Part 106 of Title 34 of the United States Code of Federal Regulations, constitutes retaliation.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited by this policy. Charging an individual with a policy violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

CONFIDENTIALITY

The Lincoln Parish School Board shall keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 USC 1232g, or FERPA regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination as set forth in this policy.

SUSPECTED CHILD ABUSE

If the victim of the alleged sexual harassment is a minor student and if the alleged harassment falls within the definition of *abuse* as found in School Board policy *JGCE, Child Abuse*, then all school employees with knowledge shall be considered *mandatory reporters* and the allegations must be reported to child protection or law enforcement as provided by state law and School Board policy. Such reporting shall be made in addition to any procedures for handling sexual harassment complaints. New policy: August 4, 2020

FILE: GBR

STAFF RIGHTS AND RESPONSIBILITIES

Personnel of the Lincoln Parish School System shall receive these rights, and respect these responsibilities of employment:

1. The best working conditions that sound management can supply.
2. The supply of needed materials and equipment that sound management can justify both as to use and the district's ability to supply.
3. Respectful consideration for all suggestions for the improvement of working conditions and general organization.
4. Encouragement to develop personally by participation in community activities and recreation which does not conflict with school duties.
5. Unstinted support of the employee's position as long as it is in accord with the stated policies, is professionally sound and is morally right.
6. Discontinuance of employment if incompetent or unwilling to perform service of professional quality.
7. The right of due process in all proceedings and in accordance with state law.

Approved: July, 1976

FILE: GBRJ

SUBSTITUTE PERSONNEL

SUBSTITUTE TEACHERS

The Lincoln Parish School Board shall require the compilation of a list of qualified individuals to serve as day-by-day substitute teachers within the school district. The Superintendent or his/her designee shall prepare the list assuring that

all those listed possess appropriate employment criteria, including verification of teachers' qualifications and certification.

Principals or their designated representatives shall call substitute teachers from the approved list in case of absence of a regular teacher. 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 developed by the Superintendent and staff.

Compensation paid to substitute teachers shall be based upon the degree status of the substitute in accordance with a pay schedule as set by the School Board.

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 of a substitute teacher. 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.

SUBSTITUTES FOR SUPPORT PERSONNEL

The School Board shall require the maintenance of a list of properly qualified and approved substitute personnel eligible to substitute for support personnel absent from work. Only persons approved by the School Board shall be eligible for employment as substitutes. Appropriate judgment as to actual need should be exercised before employment of a substitute for support personnel. Substitute personnel shall complete all trainings required under state law and by the Lincoln Parish School Board.

BUS OPERATORS

The Transportation Supervisor shall maintain a qualified substitute bus operator list and make every effort to solicit qualified substitute bus operators, who are not currently employed in full-time or part-time positions with the School Board, to fill absences and permanent positions as needed. Solicitation efforts should include public advertisements in newspapers, social media, the internet, through personal outreach, flyers, etc. Certification classes shall be held as often as needed to qualify bus operators. The substitute bus operator list shall be updated as changes occur. Substitute bus operators who remain on the list shall maintain their qualifications to drive a bus and attend all bus operator in-services which are required by the Lincoln Parish School Board.

A retired bus operator may be re-employed as a substitute bus operator only if such re-employment is permitted and made in accordance with state laws governing the re-employment of retired bus operators.

A substitute bus operator may only be used as a temporary resource until a permanent operator can be appointed to a vacant route. A substitute operator may not drive a vacant route for a period that exceeds the end of the school year during which the operator began driving the vacant route. A substitute bus operator may be hired in a permanent bus operator position in accordance with School Board policy *GBD, Employment of School Personnel*, for bus operators.

A substitute bus operator shall be paid a daily rate as approved by the School Board, but in no case less than sixty-five percent (65%) of the daily rate of pay being paid the regular bus operator, to be computed by dividing the annual pay of

the regular operator by the number of school days in the regularly scheduled session, exclusive of any compensation or mileage allowance for use of a privately owned bus.

Regular Employees Serving as School Bus Operators

A regular full time or part-time employee of the School Board shall not be dually employed in a full-time bus operator position. Employment of a regular employee in two (2) full-time positions is prohibited.

A regular full-time or part-time employee may be employed as a substitute bus operator only in an emergency, when a shortage of qualified substitute bus operators exists. The emergency due to shortage of substitutes shall be determined by the Transportation Supervisor and hiring made in accordance with the terms of this section of this policy.

A regular hourly or part-time support employee working in a non-exempt position under the *Fair Labor Standards Act* (FLSA) shall not be employed as a full-time bus operator, but may be employed as a substitute bus operator as long as all hours worked in all jobs performed by the support employee do not exceed a total of forty (40) hours in a work week.

A regular full-time or part-time employee shall receive appropriate compensation for serving as a substitute bus operator. All work as a substitute bus operator shall require the appropriate contribution to either a state retirement plan covering bus operators, *Federal Insurance Contributions Act* (FICA) or a School Board-approved FICA substitute plan.

Notification of regular employees to arrange service as a substitute bus operators shall only occur at the request of the Transportation Supervisor after all available regular substitute bus operators have been contacted. All efforts to use regular employees to fill substitute bus operator positions shall be kept to an absolute minimum. A regular employee shall be relieved from substitute bus operator duties as soon as a regular substitute bus operator becomes available.

Eligibility requirements for regular employees to serve as substitute bus operators shall be as follows:

1. Full-time twelve-month employees shall not be eligible to serve as a substitute bus operator with pay.
2. The employee shall possess and maintain a valid Commercial Driver's License (CDL.)
3. The Transportation Supervisor must obtain prior approval from the regular employee's immediate supervisor to release the employee from normal work duties, but only when all of the following conditions are met:
 - A. The released work time is a period of time in which the employee is not teaching or supervising students in a classroom or other setting required under the employee's normal position.
 - B. A substitute, either paid or unpaid, shall not be required in order to release the regular employee for his/her normal work duties.
 - C. The regular employee's normal work performance is not impaired by the released work time to work as a substitute bus operator.
 - D. An additional position is not created at the regular employee's assigned work location, as a result of the regular employee being unavailable to perform his/her normal assigned duties due to ongoing work performed as a substitute bus operator.
 - E. The total of all hours worked in a work week by a non-exempt employee in a regular support position shall not exceed forty (40) hours, including the time to be worked as a substitute bus operator. Time records shall be maintained and verified by the Transportation Supervisor accordingly.

In addition, the following regulations shall apply for regular employees serving as substitute bus operators:

1. The employee (certified and support) shall maintain a current time sheet for any week that he/she performs work as a substitute bus operator indicating the time when bus driving begins and ends each day. Payment for overlapping paid work time that exceeds one hour each day shall be prohibited.
2. No full-time regular employee shall drive an activity bus or field trip bus and receive compensation
3. As a CDL holder, the employee shall follow all guidelines and requirements as regular and substitute bus operators.
4. A Lincoln Parish School Board employee may not be employed as a substitute bus operator on any day they are not actively at work in their regular position.

Revised: January 2020

TEACHER BILL OF RIGHTS

(LSA—R.S. 17:416.18)

Respecting the authority of teachers is essential to creating an environment conducive to learning, effective instruction in the classroom, and proper administration of city, parish and other local public schools. To maintain and protect that authority, it is important that teachers, administrators, parents and students are fully informed of the various right conferred upon teachers. Those rights, the Teacher Bill of Rights, are established as follows:

1. A teacher has the right to teach free from fear of frivolous lawsuits, including the right to qualified immunity and to a legal defense, and to indemnification by the employing school board, pursuant to R.S. 17:416.1(C), 416.4, 416.5 and 416.11, for actions taken in the performance of duties of the teacher's employment.
2. A teacher has the right to appropriately discipline students in accordance with R.S. 17:223 and through 416.6 and any city, parish, or other local public school board regulation.
3. A teacher has the right to remove any persistently disruptive student from his classroom when the student's behavior prevents the orderly instruction of other students or when the student displays impudent or defiant behavior and to place the student in the custody of the principal or his designee pursuant to R.S. 17:416(A)(1)(c).
1. A teacher has the right to have his or her professional judgment and discretion respected by school and district administrators in any disciplinary action taken by the teacher in accordance with school and district policy and with R.S. 17:416(A)(1)(c).
2. A teacher has the right to teach in a safe, secure, and orderly environment that is conducive to learning and free from recognized dangers or hazards that are causing or likely to cause serious injury in accordance with R.S. 17:416.9 and 416.6.
3. A teacher has the right to be treated with civility and respect as provided in R.S. 17:416.12.
4. A teacher has the right to communicate with and to request the participation of parents in appropriate student disciplinary decisions pursuant to R.S. 17:235.1 and 416(A).
5. A teacher has the right to be free from excessively burdensome disciplinary paperwork.

6. A beginning teacher has the right to receive leadership and support in accordance with R.S. 17:3881, including the assignment of a qualified, experienced mentor who commits to helping him become a competent, confident professional in the classroom and offers support and assistance as needed to meet performance standards and professional expectations.

*No city, parish or other local public school board shall establish policies that prevent teachers from exercising the rights provided herein. The provisions of the Teacher Bill of Rights shall not be construed to supersede any other state law, BESE Policy, or city, parish or other local public school board policy enacted or adopted relative to the discipline of students.

FILE: GBL

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 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 Lincoln 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 driver.

Revised: August, 2016

LINCOLN PARISH TEST SECURITY GUIDELINES

It shall be a violation of test security for any person to do any of the following:

1. Administer tests in a manner that is inconsistent with the administrative instructions provided by the Louisiana Department of Education and the Lincoln Parish School Board which would give students an unfair advantage or disadvantage.
2. Give examinees access to test questions prior to testing; no one is to have the opportunity to examine any test item at any time except the student during the test or a test administrator who is responsible for providing certain accommodations during the test.
3. Copy, reproduce, or use in any manner inconsistent with test regulations all or part of any secure test booklet or answer document, or other materials containing test questions and /or student responses.
4. Coach examinees in any manner during testing or alter or interfere with examinees' responses in any manner.
5. Provide answers to students in any manner during the test, including provision of cues, clues, hints, and/or actual answers in any form – written, printed, verbal, or nonverbal.
6. Administer published parallel or current forms of a test as a practice test; such parallel forms of a test must be kept in a predetermined, locked, secure area at the district office.
7. Fail to follow security regulations for distribution and return of secure test booklets and answer documents as well as overages as directed.
8. Fail to account for and secure test materials before, during, or after testing. All secure materials must be kept in locked storage at both the district and school levels. Secure materials must never be left in open areas or unattended.
9. Conduct testing in environments that differ from the usual classroom environment without prior written permission from *The Louisiana Department of Education or Division of Student Standards and Assessments*.
10. Fail to report any testing irregularities to the District Test Coordinator. (A *testing irregularity* is any incident in test handling or administration that leads to a question regarding the security of the test or the accuracy of the test data.)
11. Participate in, direct, aid, counsel, assist in, encourage, or fail to report any of the acts prohibited in this section.

Any teacher or other school personnel who allows or breaches test security shall be disciplined in accordance with state law, policy, and regulations adopted by the State Board of Elementary and Secondary Education, and any and all laws that may be enacted by the State. Violations of testing security can result in reprimand, suspension, termination, and/or the revocation of a teaching, administrator, or ancillary certificate as defined in Bulletin 746.

FILE: II

TESTING POLICY

The Lincoln Parish School Board shall take every precaution to assure that all tests administered within the school system shall be conducted in such a manner so as not to compromise in any way the testing results. For criterion-referenced, norm-referenced, alternate assessments and certain other tests administered by or through the Louisiana Board of Elementary and Secondary Education (BESE), testing materials and procedures, as well as any electronic data, computer media, or passwords related to student testing, shall be properly supervised in strict compliance with regulations outlined by BESE and the School Board. In addition, all secure tests, answer documents, student log-in information, and supplementary secure materials shall be stored under lock and key in designated areas when not in use.

Employees shall be responsible for reporting irregularities or improprieties in the administration of standardized tests. Although procedures for reporting irregularities to district personnel are listed below, employees may report such information directly to the Louisiana Department of Education (LDE), which shall investigate the allegations. No employee shall make a report of irregularities or improprieties in the administration of standardized tests knowing that the information included is false. No employee shall knowingly obstruct the procedures for receiving and investigating a report of irregularities or improprieties in the administration of standardized tests.

No public school administrator or member of a School Board shall retaliate against an employee who in good faith participates in an investigation of testing administration improprieties or irregularities. Retaliation shall include discharging, demoting, suspending, threatening, harassing, or discriminating of an employee who in good faith reports testing administration improprieties or irregularities.

DEFINITIONS

Access—access to secure test materials means physically handling the materials, not reading, reviewing, or analyzing test items or student responses, either before, during, or after testing, except where providing approved accommodations.

Secure Materials—test materials that contain test items or student responses and to which access is restricted. Secure test materials include:

1. student test booklets;
2. student answer documents;
3. student log-in information; and
4. any other materials that contain test items or student responses.

Testing Irregularity—any incident in test handling or administration that leads to a question regarding the security of the test or the accuracy of the test data.

CELLULAR TELEPHONES

All cell phones or other similar technological devices with imaging or text-messaging capabilities that are the property of students, test administrators, and school test coordinators must be placed in and remain in the off position while secure

test materials are in the vicinity. Except for devices required for approved accommodations or online assessments, if a student is in possession of and/or uses a cell phone or electronic device in any manner during the administration of a statewide test, the phone or electronic device will be confiscated until assurance can be evidenced that all traces of information, in print, image, or verbal form, have been removed from all local and cloud storage and that no such traces remain on the device.

If evidence exists on the cell phone or other electronic device that indicates the device was used during the test administration and/or test material was recorded and/or transmitted, the student’s score shall be voided.

Violation of the no cell phone or electronic device rule may result in discipline in accordance with School Board policy.

VIOLATIONS OF TEST SECURITY

Any changes made by the Louisiana Board of Elementary and Secondary Education (BESE) and incorporated into Bulletin 118, *Statewide Assessment Standards and Practices*, Chapter 53, Test Security, will be considered as part of this policy and will be implemented by the School Board.

It shall be a violation of test security for any person to do any of the following:

1. Administer tests in a manner that is inconsistent with the administrative instructions provided by the LDE and the School Board that would give examinees an unfair advantage or disadvantage;
2. Give examinees access to test questions prior to testing;
3. Examine any test item at any time (except for students during the test or test administrators while providing the accommodations Tests Read Aloud or Communication Assistance, Transferred Answers, or Answers Recorded for students determined to be eligible for those accommodations);
4. At any time, copy, reproduce, record, store electronically, discuss, or use in a manner inconsistent with test regulations all or part of any secure test item, test booklet, answer document, or supplementary secure materials;
5. Coach examinees in any manner during testing or alter or interfere with examinees' responses in any manner;
6. Provide answers to students in any manner during the test, including provision of cues, clues, hints, and/or actual answers in any form -- written, printed, verbal or nonverbal;
7. Administer published parallel, previously administered, or current forms of any statewide assessment.
8. Fail to follow security regulations for distribution and return of secure test booklets, answer documents, student log-in information, supplementary secure materials, as well as overages as directed; or fail to account for and secure test materials before, during, or after testing;
9. Conduct testing in environments that differ from the usual classroom environment without prior written permission from the LDE except for the purpose of providing accommodations;
10. Fail to report any testing irregularities immediately to the District Test Coordinator, who must report such incidents to the LDE;
11. Participate in, direct, aid, counsel, assist in, encourage, or fail to report any of the acts prohibited in this section.

PROCEDURES FOR TEST SECURITY

Test materials, including all test booklets, answer documents, student log-in information, supplementary secure materials containing secure test questions, videotapes, and completed observation sheets, shall be kept secure and accounted for in

accordance with procedures specified in the test administration manuals and other communications provided by the Louisiana Department of Education.

Procedures for the security of test materials shall include:

1. The Superintendent shall annually designate one individual in the district as District Test Coordinator who shall be authorized to procure test materials which are utilized in testing programs administered by or through BESE or the Louisiana Department of Education. The name of the individual so designated shall be provided in writing to the LDE, and included on the statement of assurance.

If during the academic year the person appointed as District Test Coordinator changes, the Superintendent shall notify the LDE in writing within fifteen (15) days of the change of appointment.

The former District Test Coordinator shall inform the new District Test Coordinator of the location of placement tests and other relevant testing materials.

2. All persons involved in the administration of tests or that have access to test materials or student test data shall annually receive proper training and development for handling and securing all testing materials, as well as proper security maintenance, access to electronic data and confidentiality requirements. A record of such activities shall be maintained by the School Board. Such activities shall be coordinated and supervised by the District Test Coordinator. School testing coordinators shall in turn inservice all school level personnel having access to testing materials on security, administration, and confidentiality of individual or aggregated student test data.
3. The District Test Coordinator shall provide for and assure the security of all test materials prior to distribution to the schools and upon return of test materials from the schools.

All test materials, except district and school test coordinator manuals and test administration manuals, shall be kept in a designated, locked secure storage area prior to, during, and after administration of any test; all secure materials, including any parallel forms of a test, shall be kept in locked storage at both the district and school levels; secure materials must never be left in open areas or unattended; test administrators shall be given access to the tests and any supplementary secure materials only on the day the test is to be administered, and these are to be retrieved immediately after testing is completed for the day and stored in a designated locked, secure storage area each day of testing.

All test booklets, answer documents, student log-in information, and supplementary secure materials shall be accounted for and written documentation kept by test administrators and proctors for each point at which test materials are distributed and returned.

4. The School Board also shall maintain procedures to code testing materials at no more than two (2) secure central locations and to house the testing materials at the central locations until no more than three (3) working days prior to test administration, to the extent practicable.
5. Any discrepancies noted in the serial numbers of test booklets, answer documents, and any supplementary secure materials, or the quantity received from contractors shall be reported to the LDE by the District Test Coordinator prior to the administration of the test.
6. In the event the test booklets, answer documents, student log-in information, or supplementary secure materials are determined to be missing while in the possession of the school district or in the event of any other testing irregularities or breaches of security, the District Test Coordinator shall immediately notify by telephone the LDE and follow the detailed procedures for investigating and reporting specified in BESE's *Test Security Policy*.

7. ***Only personnel trained in test security and administration*** shall be allowed to have access to or administer any statewide assessments.
8. Individuals shall adhere to all procedures specified in all operational manuals that govern the mandated testing programs, as well as ensure the security of individual student test data in electronic formats, including encryption of student demographics in any email correspondence.
9. All test administrators and proctors shall be required to sign the *Oath of Security* and return it to the School Test Coordinator to keep on file for three (3) years. The School Test Coordinator and principal shall be required to sign an *Oath of Security* and return it to the District Test Coordinator to be kept on file at the School Board office for three (3) years.
10. A list of personnel authorized to have access to the locked, secure storage area where all test materials are stored shall be maintained by the School Board. School personnel authorized to have access to the locked secure storage area shall only include the School Test Coordinator, principal, or assistant principal of each school. Additionally, a list of all individuals who have access to student level test data shall be maintained.
11. The School Board shall ensure that individual student test data in electronic and paper formats, are protected from unauthorized access and disclosure. The District Test Coordinator and other authorized users of state testing and reporting systems shall be responsible for ensuring the security of all passwords, any disks or CD's with downloaded individual student test data, and student-level data open on a computer screen. Any student information from state testing and reporting systems shall not be disclosed to anyone other than a state, district, or school official, or parent/guardian as defined by the *Family Educational Rights and Privacy Act of 1974* (FERPA). All users who are granted a password to these systems shall abide by FERPA provisions.

School level passwords for access to individual school data shall be provided to school principals by the District Test Coordinator as requested. Principals shall be responsible for distributing the password as needed to school personnel and to provide for security and confidentiality of the school level password.

All school users shall be required to sign a confidentiality agreement guaranteeing they will not share any password with unauthorized individuals and maintain the confidentiality of student data. A copy of the confidentiality agreement shall be sent to the District Test Coordinator for safekeeping, or for school users, maintained by the principal of each school. Signed confidentiality agreements shall be valid until the District Test Coordinator receives notification that the confidentiality agreement available online has been revised. A new confidentiality agreement shall be signed by all users each year after the new password letter for schools and districts has been automatically generated in August of each year. If a breach in security occurs, principals shall immediately contact the District Test Coordinator or his/her backup for a replacement password. Users who have access to these systems and leave their positions at a district or school site shall not use or share any passwords. District Test Coordinators shall send their signed confidentiality agreements to the LDE.

12. Any testing irregularities, including anonymous complaints, access to electronic data, missing test materials, or instances of plagiarism or excessive wrong-to-right erasures on a test, or breaches in test security, including access to electronic data, shall be reported in writing to the District Test Coordinator, who will conduct an investigation and report the findings to the Superintendent.
13. The District Test Coordinator shall initiate the investigation of all reports of testing irregularities, including anonymous complaints, in accordance with procedures outlined by the LDE in Bulletin 118, *Statewide Assessment Standards and Practices*, and/or the School Board. The District Test Coordinator may elicit the assistance of school district administrative personnel as well as other persons deemed appropriate to assist in any investigation. Once the investigation has been completed, a report of the results of the investigation shall be submitted to the *Division of Assessments and Accountability*, LDE and the Superintendent.

Investigation Process

Procedures for investigating **any** testing irregularity (including cheating), and any employees accused of improprieties shall follow the procedures outlined in Bulletin 118, *Statewide Assessment Standards and Practices*, but shall include the following:

- A. In instances where any testing irregularities may have occurred, an initial written report of the alleged irregularity shall be prepared by the site administrator where the instance occurred. Said documentation shall then be forwarded to the building principal, school test coordinator, the District Test Coordinator, and the Superintendent.
 - B. The District Test Coordinator shall review the allegation of test security violation and conduct an investigation of any such allegations, documenting all investigative activities. The formal investigation will include, but not be limited to:
 - (1) The location of the designated, locked, secure area for storage of materials shall be examined, and the individuals with access to secure materials shall be identified;
 - (2) Interviews regarding testing administration and security procedures shall be conducted with the principal, school test coordinator(s), test administrator(s), and proctor(s) at the identified schools. All individuals who had access to the test materials at any time shall be interviewed, when necessary;
 - (3) Interviews shall be conducted with students in the identified classes regarding testing procedures, layout of the classroom, access to test materials before the test, and access to unauthorized materials during testing;
 - (4) Compilation of any documents to support or to refute allegations made. All individuals who had access to the test materials at any time must be interviewed.
- A written summary of the findings of the investigation shall be provided the Superintendent.
- C. If the investigation conducted provides evidence to indicate that a breach of test security did indeed occur, individuals involved in such security breach shall be identified, and depending upon the nature of the violation, appropriate corrective and/or punitive action may be pursued.
 - (1) Students found to have purposefully violated test security shall have test results voided and will be referred to the site administrator for appropriate disciplinary action in accordance with provisions of the Lincoln Parish School Board *Policy Manual*.
 - (2) Any teachers or other school personnel found to have purposefully violated test security shall be charged with violation of state and/or School Board policy and disciplinary action shall be pursued in accordance with the provisions of state statutes, with direction from the Lincoln Parish School Board.
 - D. After completion of the investigation, the School Board shall provide a report of the investigation *and* a written plan of action to the State Superintendent within thirty (30) calendar days of the initiation of the investigation. At a minimum, the report shall include the nature of the situation, the time and place of occurrence, and the names of the persons involved in or witness to the occurrence.

- E. In accordance with provisions of BESE's *Test Security Policy*, it is understood that the Louisiana Department of Education may conduct its own investigation into allegations of test security violations. In such instances, the District Test Coordinator and Superintendent shall aid and assist state department officials in the conduction of their investigation and provide documentation of information obtained in local investigative efforts.

TEST ENVIRONMENT

Testing shall be conducted in class-sized groups. Bulletin 741, *Louisiana Handbook for School Administrators*, (§913.A) states that K-3 classroom enrollment should be no more than 26 students, and in grades 4-12, no more than 33, except in certain activity types of classes in which the teaching approach and the material and equipment are appropriate for large groups. For grades K-8, the maximum class size for health and physical education classes may be no more than 40. Class size for exceptional students is generally smaller [Bulletin 741, (§915)]. Permission for testing in environments that differ from the usual classroom environment shall be obtained in writing from LDE at least thirty (30) days **prior** to testing. If testing outside the usual classroom setting is approved by the LDE, the School Board shall provide at least one proctor for every thirty (30) students.

To the extent practicable, the School Board shall maintain administrative procedures to assign a different test administrator for a class than the teacher of record for the class, except for teachers testing students with accommodations and younger students, grades 3 through 8.

The School Board shall also maintain administrative procedures for the monitoring of test sites to ensure appropriate test security procedures are being followed and to observe test administration procedures.

EMERGENCIES DURING TESTING

For emergencies that require evacuation of the classroom during administration of statewide assessments, test administrators shall follow the procedures outlined in Bulletin 118, *Statewide Assessment Standards and Practices*. If test security has been compromised, the District Test Coordinator shall notify the LDE, Division of Assessments and Accountability, as soon as possible.

The School Board, through the Superintendent and staff, shall develop an emergency plan and procedures that include steps to be followed in the event of an emergency that results in disruption of online testing. If online testing is disrupted by emergencies, lost internet connections, lost power, or computer crashes and students are unable to continue testing on the same day, the school test coordinator should document what occurred as a testing irregularity and notify the District Test Coordinator. If the student will be unable to return to testing by the end of the day after the disruption, the district test coordinator must immediately notify the LDE, Division of Assessments and Accountability.

CONDITIONS AND PENALTIES FOR VIOLATIONS

The State Superintendent of Education may disallow test results which may have been achieved in a manner which is in violation of test security. In addition:

1. In cases where test results are not accepted because of breach of test security or action by the Louisiana Department of Education, any programmatic, evaluative, or graduation criteria dependent upon the data shall be deemed not to have been met.
2. Anyone known to be involved in the presentation of forged, counterfeit, or altered identification for the purposes of obtaining admission to a test administration site for any test administered by or through the State Board of Elementary and Secondary Education or the Louisiana Department of Education shall have breached test security. Any individual(s) or student who knowingly causes or allows the presentation of forged, counterfeit, or

altered identification for the purpose of obtaining admission to any test administration site shall forfeit all test scores and will be allowed to retake the test at the next test administration.

3. Test scores may be voided at the school level in cases of cheating or other violations of test security. When either cheating or the violation of test security is suspected, a committee to include at least the principal, school test coordinator, and test administrator shall be convened to determine whether or not a score should be voided. A written report documenting and describing the incident(s) shall be completed. In the event the decision is made to void scores because of cheating, the student and parents shall be notified and offered an opportunity for a hearing to be conducted by the principal with the test administrator and school test coordinator also present. The principal shall make the final decision regarding voiding of test scores or breach of ethics. If the decision is made to void test scores, the school test coordinator must submit a letter on school letterhead with the principal's and school test coordinator's signatures to the District Test Coordinator. Attached to the letter should be the written record of the breach of security or cheating, dates and times of all meetings/hearings relating to the incidents with signatures of all present at these meetings/hearings, and documentation of phone calls to parents. Any witnesses to cheating or breach of security should complete a written statement describing the incident and sign and date the statement. These should be submitted with the written report.
4. Any teacher or other personnel who breaches test security or allows breaches in test security shall be disciplined in accordance with the provisions of School Board policy and regulations adopted by the BESE and any applicable state laws. Any violation of test security or breach of ethics on the part of an employee of the Lincoln Parish School Board before, during, or after testing (including erasure analysis and/or other evidence that results in the voiding of test scores) shall be investigated by the District Test Coordinator. If the violation occurred at the school level, the building principal shall participate in the investigation. In the event sufficient evidence exists to support a violation in test security or breach of ethics, a written report shall be submitted to the Superintendent. A hearing shall be conducted by the Superintendent with the employee(s) under investigation, the District Test Coordinator, the building principal, and the Director of Personnel present. If the Superintendent determines that a violation of test security or breach of ethics has occurred, appropriate recommendations for disciplinary action shall be made and action taken in accordance with School Board policy.
5. In the event that an employee has participated in activities to provide answers or otherwise alter test scores, the recommendation will be dismissal. All evidence of violations of test security and breach of ethics reported to the Superintendent by the Louisiana Department of Education shall require a written report from those suspected of violations, the building principal, and the school test coordinator regardless of whether or not the claims are substantiated.
6. Anonymous complaints received by either the Superintendent or the District Test Coordinator regarding violations of test security or breach of ethics shall be investigated by the District Test Coordinator. If evidence exists to support the complaint(s), appropriate action as described above shall be initiated.
7. If the School Board wishes to contest any LDE void determination resulting from LDE data forensic findings or other LDE investigations, the Superintendent shall submit an appeal request in writing to the LDE in accordance with Bulletin 118, *Statewide Assessment Standards and Practices*. Revised: April 2020

FILE: GAMA

EMPLOYEE TOBACCO USE

The Lincoln Parish School Board shall provide a tobacco-free school 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

Lincoln 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.

Any person who violates these provisions shall be disciplined in accordance with statutory provisions and School Board policies, and may be referred to a tobacco-cessation counseling service. Revised: January 2018

Lincoln Parish School Board
PAYROLL SCHEDULE & WORK CUT-OFF DATES
2020-2021

NOTICE "Effective 2020-2021, Pay Day is the actual day money will be deposited into Employee bank account's"

CUT-OFF DATES	DUE IN PAYROLL OFFICE BY 4:00 P. M. ON	Pay Day (Date money is deposited into employee's account)
Tuesday, June 30, 2020	Wednesday, July 1, 2020	Thursday, July 23, 2020
Friday, July 31, 2020	Tuesday, August 4, 2020	Tuesday, August 25, 2020
Friday, August 28, 2020	Tuesday, September 1, 2020	Friday, September 25, 2020
Friday, October 2, 2020	Tuesday, October 6, 2020	Thursday, October 22, 2020
Friday, October 30, 2020	Wednesday, November 4, 2020	Thursday, November 19, 2020 This includes November Sales Tax Supplement
Friday, November 27, 2020	Tuesday, December 1, 2020	Thursday, December 17, 2020
Thursday, December 31, 2020	Tuesday, January 5, 2021	Saturday, January 25, 2020
Friday, January 29, 2021	Tuesday, February 2, 2021	Thursday, February 25, 2021
Friday, February 26, 2021	Tuesday, March 2, 2021	Thursday, March 25, 2021
Friday, March 26, 2021	Wednesday, April 7, 2021	Friday, April 23, 2021
Friday, April 30, 2021	Tuesday, May 4, 2021	Tuesday, May 25, 2021 This includes May Sales Tax Supplement
Friday, May 28, 2021	Tuesday, June 1, 2021	Thursday, June 24, 2021
Wednesday, June 30, 2021	Thursday, July 1, 2021	Thursday, July 22, 2021

*** NOTE: All time records and pay requests for work performed on or before June 30, 2020 are due by this date in order to close out Payroll, Retirement Earnings, and Grant Programs for the Fiscal Year. This also includes contracts for professional service.

Approved: _____

 6-25-2020
 Juanita Duke, Chief Financial Officer, Lincoln Parish School Board

NOTIFICATIONS TO LPSB EMPLOYEES

PERSONAL PROPERTY

The Lincoln Parish School Board will not be responsible for any personal property brought on to any school premises. This will include any personal property destroyed, damaged, or lost in the instance of a fire, natural disaster or other circumstances.

PRIVACY

Employees of the Lincoln Parish School Board should not have expectations of privacy with respect to the use of publicly-owned equipment (i.e. computers owned or purchased by LPSB). Audits of computer use will be conducted on a random and frequent basis. (see **ACCEPTABLE USE POLICY FOR SCHOOL COMPUTER SYSTEMS**)

EMPLOYEE CELL PHONE GUIDELINES

Employees of the Lincoln Parish School board should not use cell phones during work hours except in case of an EMERGENCY. Teachers and other instructional staff who take cell phones in their classroom should turn the phone to *SILENT* or *VIBRATE* when students are present. Cell phones, including text messaging, should not be used during instructional time, when students are present, or when the employee is on duty. Principals will be expected to enforce these guidelines. Employees found to be in violation of these guidelines will be subject to disciplinary action as deemed necessary by the administration.

DIRECT DEPOSIT and PAY STUBS

All payroll remittances are made through direct deposit. Direct deposit rejections returned to the Lincoln Parish School Board currently cost **\$5.00**. Rejections caused by incorrect information, closed accounts, or any other reason which is the fault of the employee, will be charged to the employee at the cost charged to the school board. Any changes to an employee's bank account **MUST** be made by the 1st of the month before payroll on the 26th. Failure to do so could result in the delay of pay.

Pay stubs are issued to employees via their lincolnschools.org e-mail account. If an employee does not wish to have their current pay stub e-mailed, the employee must notify the payroll department in writing; the pay stub can be picked up at the Central Office between the hours of **7:30 a.m. and 9:30 a.m. or between 2:30 p.m. and 3:30 p.m. Monday through Thursday only**. Copies of previous months' pay stubs will be provided at a cost of **\$3.00** per pay stub and may be picked up during the hours referenced above.

HIPAA DISCLOSURE

Employees of the Lincoln Parish School Board that qualify for health insurance are given a copy of the Health Insurance Portability Accountability Act (HIPAA) of 1996. This disclosure is provided to all new employees at the time they register for insurance in the Lincoln parish School board Business Office. Any employee may, at any time, view or receive an additional copy of this disclosure from the business manager at the Lincoln Parish School Board Office.

INSURANCE RESPONSIBILITY

Employees that qualify for health insurance with LPSB are responsible for obtaining verification that a provider is in-network. The member has a much higher UNLIMITED out of pocket cost for out-of-network claims. It is recommended that employees obtain written confirmation from the provider before services are performed in order to prevent any confusion when a claim is processed. The employee is responsible for ensuring that their claims have been filed promptly and accurately by the provider. Claims that are not filed timely (within 180 days) will be denied. The health insurance plan document is available on the LPSB web site. Claims are paid based on the plan document. Employees are responsible for adding or deleting dependents to the plan. The LPSB will not refund premiums paid on dependents that were not removed from coverage after they were no longer eligible. Insurance benefits are offered for board-hired employees only. Insured employees and spouses shall have an annual wellness visit prior to June 30 each year. Those who do not meet the guidelines for an annual wellness visit will pay an extra expense for premiums for one year.

403 (b) NOTICE

Employees of the Lincoln Parish School Board are hereby notified that they have the opportunity and right to participate in and to make salary deferrals to any 403(b) plan(s) offered through payroll deduction.

Student Personal Identifiable Information

Employees of the Lincoln Parish School Board are expected to follow all guidelines as outlined in Louisiana ACT 837 regarding confidentiality of students' personally identifiable information (i.e. full name, date of birth, social security number, and transcript data.)

Current Contact Information

Employees of the Lincoln Parish School Board are responsible for keeping their contact information (address, phone numbers, bank account information, etc.) current at all times. Contact information changes must be submitted in writing and be mailed or submitted in person to the front desk receptionist at the Lincoln Parish School Board Office. The Lincoln Parish School Board will not be held responsible for correspondence sent to outdated bank accounts or addresses.

Employee Use of Social Media

Employees of Lincoln Parish School Board are responsible for following policy established to provide guidance in the personal use of social media, professionalism in using social media, not creating negative comments toward other LPSB employees, schools, or district.

I understand other policies as related to my employment including but not limited to the following:

- Computer Use
- Sexual Harassment Awareness, Title VII Employee Sexual Harassment, Title IX Sexual Harassment
- Investigations, Non-Title IX Complaints and Grievances
- Dress Code
- Equal Employment Opportunity
- Communication Between Employee and Students, Related Consent Forms
- Drug Use/Drug Testing
- Leave Options (Sick, Extended SL, Personal, Maternity, FMLA, Without Pay, EPSLA, EFMLA, etc.)
- Political Activity
- 504 Referral Process
- Teacher Bill of Rights
- Staff Rights and Responsibilities
- Mandatory Reporter Responsibilities for Child Abuse and Threats
- Test Security
- Employee Conduct/Discipline
- Conditions of Employment
- Public Health Emergency
- Emergency School Closings

