



EMPLOYEE HANDBOOK

2023-2024

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NOTICE

The policies contained in the employee handbook are current through June 1, 2023, the date of the publication of the handbook. Please be advised that as laws and regulations change, updates are made to the official online Policy Manual. The Policy Manual contains the actual operational policies of the Board and is revised continuously. The Grant Parish School Board Policy Manual can be found on our website at www.gpsb.org. Pending policies are posted on our website prior to the online manual being updated. If there are any discrepancies between this handbook and the official Policy Manual, **the Policy Manual will prevail**. Likewise, if there are any discrepancies between this handbook and state or federal law, the applicable law will prevail.

All employees are expected to read, understand, and comply with the provisions of the handbook. If you have any questions about any handbook provisions, consult the Human Resources Department to have your question answered.

The language in this handbook is not intended to create a contract between the Grant Parish School Board and its employees. It should not be construed as promising or guaranteeing continued benefits or employment. Unless you have a written contract of employment with the Grant Parish School Board, all employment with the Grant Parish School Board is at-will and nothing contained in this handbook is intended to alter the at-will status of its employees.

PHILOSOPHY

Teaching and learning is the basis for our educational system. We believe that each student is a unique individual who needs a secure, caring, and stimulating atmosphere in which to grow and mature emotionally, intellectually, physically, and socially. It is our desire as an educational system to help students meet their fullest potential in these areas by providing an environment that is safe, supports risk-taking, invites a sharing of ideas and working collaboratively to solve problems, therefore developing the skills for successful citizens in the 21st century.

GRANT PARISH SCHOOLS | 2023-2024 CALENDAR

2-4 Teacher Workdays

4 6th & 9th grade Orientation (GHS, GJH, MHS) 8:00 – 11:30

7 Student 1st day

AUGUST '23						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY '24						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1-3 New Year's Holiday
 4-5 Teacher Workdays
 8 Students Return 2nd semester begins
 15 Martin Luther King Holiday
 17 Report Cards

18 Teacher Workday 8 -12 & Parent Conf 1:00 – 6:00 pm

SEPTEMBER '23						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

FEBRUARY '24						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

13 Mardi Gras
 19 Parent Conference 1:00-6:00 (no students)

6 End of 1st 9 weeks

18 Report Cards

**30 – School day

OCTOBER '23						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MARCH '24						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

13 End of 3rd 9 weeks
 27 Report Cards
 29 Good Friday

2 Early Release

3 Pecan Festival Holiday

21-24 Thanksgiving Holidays

NOVEMBER '23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

APRIL '24						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1-5 Easter Break
 22 School day for Grant Parish LEAP testing window

21 End of 2nd 9 weeks
 End of 1st semester

21-31 Christmas Holidays

DECEMBER '23						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY '24						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

10 Seniors Last Day
 17 Last Day PK, K, 8th
 23 Student last day End of 4th 9 weeks
 24 Teacher Workday/PTC

There are 78 student days in the first semester (32,370 minutes) and 77 student days in the second semester (31,955 minutes). Total of 155 student days (64,325). State requirement – 63,720.

Teacher Workday First Day of Semester Holiday Early Release End of 9 Weeks Report Cards Parent Conference

FILE: EBBB
Cf: EBBB, EBBC, GBAA

EMERGENCY CLOSINGS

The Grant Parish School Board shall grant the authority to the Superintendent to determine and announce the closing of schools whenever prevailing or potential hazards or the spread of infectious disease threatens the safety and well-being of students, staff, or school property. The decision to close schools shall be made by the Superintendent or his/her designee after conferring, when administratively feasible, with members of the School Board, appropriate professional staff, and other governmental agencies responsible for the safety and well-being of the community.

The Superintendent's office shall notify news media and other such persons and organizations as necessary of the decision to dismiss students early, or the closure of any schools, School Board offices or facilities. Each School Board member shall also be notified of any school closing. Public announcements and releases to news media shall be made or approved by the Superintendent or his/her designee.

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. 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 Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) 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.

If an emergency situation arises, closure of schools shall be considered on an individual basis. *Crisis Management 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 Grant Parish School Board from reporting to work. *Emergency Situation* shall mean any circumstances that may expose School Board employees to harmful or unsafe conditions, as determined by the Superintendent.

The Superintendent shall be authorized to determine which essential employees may be needed to work during any emergency.

Revised: August 4, 2020

Ref: *Louisiana Handbook for School Administrators*, Bulletin 741, Louisiana Department of Education
La. Rev. Stat. Ann. §17:81
Board minutes, 8-4-20

Grant Parish School Board

FILE: EBBI
Cf: EBBD, GAMFC, JGCC

PUBLIC HEALTH EMERGENCY

When a declared public health emergency exists, the Grant 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 Grant 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.

New policy: August 4, 2020

Ref: La. Rev. Stat. Ann. §§17:81, 17:439.1, 17:3391
Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of
Education
Board minutes, 8-4-20.

Grant Parish School Board

EQUAL OPPORTUNITY EMPLOYMENT

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

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

All employees shall be responsible for complying with this policy. Inquiries, concerns, or complaints related to any form of harassment or discrimination should be immediately reported to the immediate supervisor who, in turn, shall report the incident to the Superintendent and/or his/her designee. If the supervisor is the alleged harasser or discriminator, or the employee does not wish to report the matter to his/her supervisor, the employee may submit the complaint directly to the Superintendent or his/her designee for appropriate inquiry including, when appropriate, investigation. Except for complaints of sexual harassment of students, employees, and applicants, the investigation shall proceed in accordance with policy *GAMC, 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 Grant Parish School Board attests that no qualified person with a disability shall, solely by reason of a disability, be denied the benefits of, be excluded from participation in, or be otherwise subjected to discrimination under any program or activity; nor shall a qualified person with a disability be subjected to discrimination in employment.

Revised: August 4, 2020

Revised: September 6, 2022

Ref: U.S. Constitution, Amend. XIV, Sec. 1
 20 USC 1681 (*Title IX of the Education Amendments of 1972*)
 29 USC 621 et seq. (*Age Discrimination in Employment*)
 29 USC 701 et seq. (*Vocational Rehabilitation and Other Rehabilitation Services*)
 42 USC 2000d (*1964 Civil Rights Act*)
 42 USC 12101 (*Title I, Americans with Disabilities Act of 1990*)
 34 CFR 106 et seq. (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*)
 Constitution of Louisiana, Art. I, Sec. 3, Art. X, Sec. 10
 La. Stat. Rev. Ann. §§17:111, 23:301, 23:302, 23:303, 23:311, 23:312, 23:314, 23:322, 23:323, 23:332, 23:334, 23:341, 23:342, 23:352, 23:368
Griggs v. Duke Power Company, 91 S.Ct. 849 (1979)
Singleton v. Jackson Municipal Separate School District, 419 F.2d 1211 (5th Cir. 1979)
 Board minutes, 8-4-20, 9-6-22

Grant Parish School Board

FILE: GAD

PROFESSIONAL DEVELOPMENT OPPORTUNITIES

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

The Board may annually develop a plan for in-service teacher educational programs in conformity with guidelines established by the Louisiana Department of Education. The School Board shall utilize the advice of the members of its teaching staff in developing the proposed plans. The educational training to be undertaken shall utilize the services of Louisiana Department of Education trained coordinators, who shall be designated by the school system from among its certified employees. The coordinators, once trained, shall be able to provide classroom teachers with information, techniques, and skills to properly respond to required modifications of the classroom environment, as well as respond to inquiries and requests for assistance from classroom teachers.

The Board shall develop and continually monitor a plan to provide in-service training, through the coordinators trained by the Louisiana Department of Education, to all classroom teachers in the system who desire to receive such training as well as to make such coordinators available, on a more or less continuous basis, for consultation with classroom teachers who request assistance or information. In-service training programs shall address matters related to all aspects of education in accordance with guidelines established by the Louisiana Department of Education.

ADMINISTRATION AND SUPERVISION DEGREE PROGRAM

Teachers pursuing advanced degrees in an approved Administration and Supervision degree program will be reimbursed \$50.00 (fifty dollars) per semester hour of college credit earned. Participants must provide the Superintendent with the appropriate documentation as to the course completed and the grade in order to receive reimbursement. Teachers leaving the Grant Parish School System within two (2) years of having participated in this program will be subject to repaying all reimbursements made by the Grant Parish School Board.

Revised: November, 1993

Revised: August, 1994

Revised: April, 1998

Ref: La. Rev. Stat. Ann. §§17:24.1, 17:85, 17:3885
Board minutes, 6-2-94, 3-12-98

Grant Parish School Board

NON-TITLE IX COMPLAINTS AND GRIEVANCES

Any employee of the Grant Parish School Board shall have the right to appeal the application of policies and administrative decisions affecting him/her. The employee shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to a personal grievance.

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*.

All grievances shall be handled expeditiously, and according to the procedures adopted by the School Board, as follow:

1. Definitions:

A *grievance* is a claim by an employee or group thereof that he/she has suffered harm or injury by the interpretation, application or violation of a contract, a School Board policy, administrative regulation, or procedures, a law or constitutionally guaranteed rights. The term "grievance" does not include matters for which the method of review is prescribed by law where the school board is without authority to act (e.g., employee lack of certification, terminations, rebuttal to observation, etc.)

Employees covered by this procedure shall mean permanent employees of the School Board.

Immediate Supervisor is that employee possessing administrative authority to direct the activities of the grievant.

A *grievant* is the person making the claim.

The term *days* shall mean working days

2. Procedure:

Grievances shall be processed as rapidly as possible. The number of days indicated at each level is a maximum, and every effort shall be made to expedite processing the grievance.

Step 1

After informally and thoroughly discussing any grievance with their immediate supervisor, upon reaching no satisfactory resolution of the grievance, an employee shall promptly present the grievance in writing to the immediate supervisor. Such notice shall be presented no later than five (5) working days from the date of discussion with the immediate supervisor. The written grievance submitted shall state the nature of the grievance and the harm or injury caused that initiated the grievance. The employee and the immediate supervisor shall attempt to resolve the grievance. The immediate supervisor shall make a proper disposition of the grievance and shall reply to the employee within five (5) working days following the date of submission. If the

grievance is not submitted within the time prescribed, the employee shall be deemed not to have further right with respect to said grievance.

Step 2

In the event the employee wishes to appeal the decision in Step 1 or if no decision has been rendered in the time specified, the appeal must be presented in writing to the next administrative officer of higher rank than the grievant's immediate supervisor. Such appeal shall be presented within five (5) working days of the Step 1 decision. Such appeal shall contain a statement of the grievance and specific references to the action taken causing the grievance. The administrative officer shall schedule a meeting with the employee as promptly as is reasonably possible to attempt to resolve the grievance. Notice of the conference shall be given to all parties involved in an alleged grievance. The administrative officer shall issue a written decision to the grievant within five (5) working days after the conference. Unless the grievance shall be so appealed, it shall be deemed to have been settled and the grievant shall have no further right with respect to said grievance.

Step 3

In the event the grievant wishes to appeal the decision at Step 2, the appeal must be presented to the Superintendent in writing within five (5) working days of the receipt of the Step 2 decision. A copy of the Step 3 appeal, together with Step 1 and Step 2 decisions shall be submitted to the Superintendent. Upon receipt of such a written appeal, the Superintendent or his/her designee shall schedule a hearing at a specific date and time and send proper notice of the scheduled hearing to the grievant. The Superintendent or designee, at the date and time specified, shall conduct a full hearing on the grievance, and in doing so, maintain a transcript of the proceedings. Following the hearing the Superintendent or designee shall make a written recommendation for disposition of the grievance and provide a copy of the transcript to the School Board at a meeting of the School Board.

Step 4

After reviewing the transcript of the grievance hearing and the recommendation of the Superintendent or designee, the School Board then shall dispose of the grievance.

3. Miscellaneous

- A. A grievance may be withdrawn at any level without prejudice or record. Additionally, there shall be no recrimination against a person because a grievance has been filed in accordance with the provisions outlined herein.
- B. Copies of all written decisions of grievances shall be sent to all parties involved.
- C. All documents, communication, or records dealing with a grievance shall be made part of the grievant's files and shall be destroyed only in accordance with School Board policy.
- D. Appeals of grievance decisions will be limited to the specific issues raised in the original grievance. The parties involved will not be allowed to expand the issues during the grievance procedure, except to the extent necessary to respond to administrative decisions made along the way.
- E. Failure by the employee to meet the timelines and requirements of this procedure shall result in dismissal of his/her grievance. Failure by the administrative person rendering the decision to meet timelines and requirements of this procedure shall allow the grievant, at

his/her option, to proceed to the next level of appeal.

F. If the employee leaves the employment of the School Board during the pendency, at any level, of a complaint or grievance, then the employee loses the right to continue the complaint process.

4. Representation

The person bringing forth the grievance shall have the right to present their own grievance. Grievants have the right to have representation at Steps 2 and 3.

If a person chooses to have representation when presenting their 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.

Revised: December, 1995

Revised: August 4, 2020

Ref: La. Rev. Stat. Ann. §17:100.4

Pickering v. Board of Education, 88 S. Ct. 1731 (1968)

Board minutes, 8-4-20

Grant Parish School Board

FILE: GAEA

AMERICANS WITH DISABILITIES ACT GRIEVANCE PROCEDURE

Grant Parish School Board has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the Americans with Disabilities Act. Title II states, in part, that "no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination" in programs or activities sponsored by a public entity.

Complaints should be addressed to: Personnel Director, Grant Parish School Board, P.O. Box 208, Colfax, LA 71417 - Phone - 318-627-3274, who has been designated to coordinate ADA compliance efforts.

1. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
2. A complaint should be filed within 10 days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination which occurred before this grievance procedure was in place will be considered on a case-by-case basis.)
3. An investigation, as may be appropriate, shall follow a filing of complaint. 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 a complaint.
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. The ADA coordinator shall maintain the files and records of the Grant Parish School Board relating to the complaints filed.

Revised: January, 2008

Revised: April, 2009

Ref: 42 USC 12101 et seq., (*Equal Opportunity for Individuals with Disabilities*)
Board minutes, 3-8-93, 5-7-09

Grant Parish School Board

FILE: GAEAA
Cf: GAAA, GAE, GAMC
Cf: GBK, GBRA, JAAA, JCED

TITLE VII EMPLOYEE SEXUAL HARASSMENT

It is the policy of the Grant 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 Grant Parish School Board shall not tolerate sexual harassment by any student, employee, non-employee volunteer, or School Board member toward any individual.

Because Grant Parish School Board takes allegations of sexual harassment seriously, the School Board shall respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, the School Board will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

All managerial and supervisory personnel shall be responsible for enforcing the Grant 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.

It should be noted that while this policy sets forth the goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit the School Board's authority to discipline or take remedial action for workplace conduct which is deemed unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

DEFINITION OF SEXUAL HARASSMENT

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.

Under this definition, direct or implied request by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, following are examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- unwelcome sexual advances - whether they involve physical touching or not;
- sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sexual activity, deficiencies, or prowess;
- displaying sexually suggestive objects, pictures, cartoons;
- unwelcome leering, whistling, brushing against the body; sexual gestures, suggestive or insulting comments;
- inquiries into one's sexual experiences; and
- discussion of one's sexual activities.

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.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by the Grant Parish School Board.

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 Grant 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 nonemployee 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*. In addition, 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 conduct of a sexual nature constitutes harassment. Whether a particular action or incident is a personal, social relationship without a discriminatory employment effect requires a determination based on all the facts and surrounding circumstances. Deliberate false accusations of sexual harassment can have a serious detrimental effect on innocent parties and subject the accuser to disciplinary actions.

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 circulated to all schools and departments of the Grant Parish School Board and placed on the School Board's website. Training sessions on the provisions of this policy and the prevention of sexual harassment shall be held in all schools on an annual basis. Training sessions for new non-teaching employees shall be conducted annually. 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: December, 2018

Revised: February 4, 2020
Revised: August 4, 2020

Ref: 42 USC Chapter 21 (*Civil Rights*)
42 USC 2000e (*Civil Rights - Definitions*)
29 CFR 1604.11(*Guidelines on Discrimination Because of Sex - Sexual Harassment*)
La. Rev. Stat. Ann.
§§14:41, 14:42, 14:42.1, 14:43, 14:81.4, 17:81, 23:301, 23:302, 23:303, 23:332, 23:967, 42:341, 42:342, 42:343, 42:344, 42:345
La. Civil Code, Art. 2315
Board minutes 7-23-98, 2-4-20, 8-4-20

Grant Parish School Board

FILE: GAF
Cf: GBRA

STAFF-STUDENT RELATIONS

All employees shall maintain a professional relationship with students at all times, both inside and outside of school. No employee may engage in inappropriate conduct with a student at any time, including dating, other romantic involvement, or any conduct of a sexual nature. This includes any action of conduct communicated or performed in person, in writing, or electronically through such means as a telephone, cell phone, computer, Blackberry, or other telecommunication device, and includes text messaging and instant messaging.

New policy: February, 2008

Ref: La. Rev. Stat. Ann. §17:81
Board minutes, 4-3-08

Grant Parish School Board

STAFF CONFLICT OF INTEREST

Policies regulating the employment of husband and wife teachers are as follows:

- A. The husband and wife who are classroom teachers may be employed in the same school.

Revised: August, 1991

Ref: Board minutes, 6-6-91

Grant Parish School Board

FILE: GAJ
Cf: BH, DFK

GIFTS

GIFTS TO PERSONNEL

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

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

New Policy: July, 2014

Ref: La. Rev. Stat. Ann. §§42:1111, 42:1112, 42:1113, 42:1115, 42:1123
Board minutes, 8-5-14

Grant Parish School Board

FILE: GAK
Cf: CN

PERSONNEL RECORDS

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

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

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

GENERAL ACCESS TO AN EMPLOYEE'S PERSONNEL FILE

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

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

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

REQUESTS FOR ACCESS AND INSPECTION

Additions to Personnel File

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

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

Rebuttal and Response

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

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

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

Procedure for Filing of Rebuttal and Response

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

employee's personnel file. The personnel file custodian shall also sign and date a copy of the rebuttal and response and return the same to the school employee.

CONFIDENTIAL INFORMATION

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

1. The home telephone number of the employee where such employee has chosen to have a private or unlisted home telephone number because of the nature of his/her occupation with such body.
2. The home telephone number of the employee where such employee has requested that the number be confidential.
3. The home address of the employee where such employee has requested that the address be confidential, except it shall be made available to recognized educational groups.
4. The social security number and financial institution direct deposit information as contained in the personnel records of an employee of the School Board. However, when the employee's social security number or financial institution direct deposit information is required to be disclosed pursuant to any other provision of law, including such purposes as child support enforcement, health insurance, retirement reporting, or to officials or employees of the school, School Board, Louisiana Department of Education, or Board of Elementary and Secondary Education (BESE), in the performance of duties or responsibilities of the official or employee, the social security number or financial institution direct deposit information of the employee shall be disclosed pursuant to such provision of law.
5. The name and account number of any financial institution to which the public employee's wages or salary is directly deposited by an electronic direct deposit payroll system or other direct deposit system.

The above information shall not be divulged to third parties.

HEALTH AND MEDICAL RECORDS

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

1. Medical/health records, claim forms, life insurance application, requests for payment of benefits and all other health records of an employee and his/her dependents enrolled in the Grant Parish School Board adopted insurance plan.
2. All medical records of an employee, all records of payment of compensation to an employee or his/her dependent and other records which would ascertain the identity of the injured employee or his/her dependent in a Worker's Compensation action.
3. Medical information obtained as a result of an employee's request for a reasonable work accommodation due to a disability.

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

access to an employee's medical file or to information about an employee's medical condition which is unnecessary to the performance of the employee's job.

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

RELEASE OF PERSONNEL RECORDS PERMITTED

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

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

DEFINITIONS

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

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

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

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

Revised: October, 2001
Revised: November, 2003
Revised: January 9, 2007
Revised: September, 2015

Ref: 5 USC 552 (*Privacy Act of 1974*)
La. Rev. Stat. Ann. §§17:81, 17:440, 17:1231, 17:1232, 17:1233, 17:1234, 17:1235, 17:1236,
17:1237, 17:1238, 23:1127, 23:1293, 44:1, 44:2, 44.4, 44:11, 44:12
Board Minutes, 1-9-07, 12-1-15

Grant Parish School Board

FILE: GAK-R
Cf: GAK

PERSONNEL RECORDS

MAINTENANCE-OF RECORDS

The school administration maintains a personnel file in the office of the Superintendent for each employee it employs. The personnel file includes the following sections:

1. Evaluation section: The evaluation section shall include all complaints against and commendations of the employee, written suggestions for corrections and improvements, and evaluation reports made by the administration.
2. Supplementary section: The supplementary section shall include teacher certificates, health certificates, standard test scores, academic records, pre-employment references, application forms, current address and telephone number.

ADDITIONS TO THE EVALUATION SECTION

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

1. The comment is signed by the person making the complaint, commendation, suggestion, or evaluation; and
2. The Superintendent or teacher's principal has notified the teacher by letter or in person that the comment is available in the Superintendent's office for inspection prior to its placement in the teacher's evaluation section.

The employee may offer a denial or explanation of the complaint, commendation, suggestion, or evaluation, and any such denial or explanation shall become a part of the teacher's evaluation section.

GENERAL ACCESS TO THE EMPLOYEE'S PERSONNEL FILE

Access to an employee's personnel file may be given to the following persons without the consent of the teacher:

The Superintendent, the principal, the employee's supervisor, and a School Board member if it relates to his/her duties or responsibilities as a Board member.

No other person may have access to employee's personnel file except under the following circumstances:

1. When the employee gives written consent to the release of his/her records. The written consent must specify the records to be released and to whom they are to be released. Each request for consent must be handled separately; blanket permission for release of information shall not be accepted.
2. When subpoenaed or under court order.

EMPLOYEE ACCESS TO HIS PERSONNEL FILE

An employee may have access to his/her own personnel file at all reasonable times, i.e. during regular office hours.

The right to access includes the right to make written objections to any information contained in the file. Any written objection must be signed by the employee and it shall become part of the personnel file.

PROCEDURES

The Superintendent shall be the records manager for personnel files and shall have the overall responsibility for maintaining and preserving the confidentiality of personnel files. He/she may, however, designate another official to perform the duties of the records manager for him/her.

The records manager is responsible for granting or denying access to records on the basis of these regulations.

Grant Parish School Board

FILE: GAMA
Cf: EB

EMPLOYEE TOBACCO USE

The Grant Parish School Board shall provide a smoke-free/tobacco-free environment.

The use of any tobacco product, smokeless tobacco, or any smoking object/device, including but not limited to electronic cigarettes, advanced personal vaporizers, vape pens, vape mods and similar devices, shall be prohibited on and in all Grant 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 where any form of School Board business is or may be conducted.

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

Revised: September, 2006

Revised: October, 2008

Revised: November, 2017

Ref: 20 USC 6083 (*Nonsmoking Policy for Children's Services*)

La. Rev. Stat. Ann. §§17:240, 40:1291.1, 40:1291.2, 40:1291.3, 40:1291.11, 40:1291.21

Board minutes, 11-7-06, 6-10-08, 12-4-08, 1-11-18

Grant Parish School Board

FILE: GAMB

DRESS AND APPEARANCE OF SCHOOL PERSONNEL

First and foremost, all personnel in the Grant Parish School System are expected to dress in a professional manner. It shall be the policy of the Grant Parish School Board that the following regulations shall constitute the dress code for school personnel, including administrators, teachers, paraprofessionals, aides, secretaries, substitutes, and central office personnel. The dress for all other personnel shall be determined by the principal.

DRESS AND PERSONAL GROOMING

Employees are expected to be guided in their grooming habits by what is most generally accepted in the business and professional world. Employee dress and grooming shall not detract from the learning/educational environment of students' participation in classes, school programs or other school-related activities. Extremes in style and fit in employee dress and extremes in style of grooming shall not be permitted. Building administrators and principals shall be authorized to use their discretion in determining extremes in styles of dress and grooming and what is appropriate and suitable for School Board employees. No employees shall wear, possess, use, distribute, display, or sell any clothing, jewelry, emblem, blade, symbols, sign, or other things which are affiliated with drugs, alcohol, violence, or gang-related activities. Policies regarding dress and grooming stress the importance of reducing distractions that inhibit learning and are addressed in an attempt to enhance the learning environment.

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

Men:

- Beards and mustaches shall be well-groomed.
- Shirts shall be professional in appearance -- ties optional.
- Belts shall be required if pants have loops; suspenders may be worn in place of a belt.

Women:

- All dress attire shall be professional in appearance.
- Tank shirts, see-through blouses, sundresses, tight pants and bare midriffs shall not be permitted.
- Skirts shall be no shorter than the width of a dollar bill from the top of the kneecap.
- Pants styles change constantly, but they shall not come above the top of the kneecap nor be tight.

Men and Women:

- Clothing shall not be too tight, short or revealing.
- Clothing shall be professional in appearance, neat, clean, and appropriate for each individual job description.
- Hair shall be neat, clean and well-groomed. No distracting cuts or colors shall be allowed.
- The wearing of jeans shall be limited and at the discretion of the principal.
- Only school logo T-shirts are appropriate.
- Shoes shall be appropriate. No foam, beach style, plastic, rubber or athletic flip flops allowed.
- Tattoos shall not be visible.
- Body piercing, with the exception of women's earrings, shall not be allowed.
- Dress regulations for bus operators and custodians shall be determined by the principals.
- Exceptions to these rules may be made by the principals for special occasions.

Non-compliance may result in administrative action up to and including recommendation for termination.

Revised: August, 2003

Revised: April, 2015

Revised: October, 2006

Revised: September 6, 2022

Revised: May, 2012

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

Board minutes, 11-2-95, 8-8-00, 8-5-03, 6-8-06, 10-3-06, 5-1-12, 6-2-15, 10-6-15, 7-5-16, 10-4-16, 9-6-22

Grant Parish School Board

FILE: GAMC
Cf: GAK, GBRA, JAAA
Cf: JCED, JDA, JGCE

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 Grant 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 Grant Parish School Board.

PUBLIC ANNOUNCEMENT OF EMPLOYEE DISCIPLINE

The Grant Parish School Board, in accordance with state law, shall provide for 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 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 of personnel initiated by the Superintendent.

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.

Recorded: January 9, 2007

Revised: November 5, 2009

Revised: October 4, 2012

Revised: August 4, 2020

Ref: 34 CFR 106 et seq. (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*)

La. Rev. Stat. Ann. §§14:403, 17:81, 17:81.6, 17:81.8

Board minutes, 1-9-07, 11-5-09, 10-4-12, 8-4-20

Grant Parish School Board

FILE: GAMD
Cf: GAMEA, GAMEB

DRUG-FREE WORKPLACE

Grant Parish School Board is dedicated to providing and maintaining a drug-free workplace as defined in the *Drug-Free Workplace Act of 1988*. Unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in or on School Board property presents serious risks and problems for employees with resulting negative effects on students, co-workers, and the public. The intent of this policy is to prohibit unlawful actions related to illegal controlled substances in the workplace by employees.

The Grant Parish School Board recognizes that alcohol abuse and drug use pose a significant threat to the goals of the School Board. The Grant Parish School Board has established policies that balance respect for individuals with the need to maintain an alcohol and drug-free environment.

- This policy recognizes that employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale.
- The School Board has no intention of interfering with the private lives of its employees unless involvement with alcohol and other drugs off the job affects job performance or public safety.
- As a condition of employment, the School Board requires that employees adhere to a strict policy regarding the use and possession of drugs and alcohol.
- The School Board encourages employees to voluntarily seek help with drug and alcohol problems.

DRUG-FREE WORKPLACE CERTIFICATION

In order for Grant Parish School Board to meet the requirements for certification that are required by the *Drug-Free Workplace Act of 1988*, 34 CFR Part 84, Subpart F, the School Board shall:

1. Publish this document as a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specific actions will be taken against employees for violation of such prohibition.
2. Establish a drug-free awareness program to inform employees about:
 - A. the dangers of drug abuse in the workplace
 - B. the policy of maintaining a drug-free workplace
 - C. the availability of drug counseling, rehabilitation, and employee assistance program
 - D. the penalties that may be imposed upon employees if drug abuse violations occur in the workplace
3. Make it a requirement that each employee who is engaged by the Grant Parish School Board be given a copy of this policy and sign a document yearly that he/she has read and received

this document.

4. Notify all regular employees and substitute employees in the statement required by paragraph (1) that, as a condition of employment, the employee shall:
 - A. abide by the terms of the statement
 - B. notify the School Board of any criminal drug statute conviction for violation occurring in the workplace no later than five (5) days after such conviction
5. Notify the appropriate federal agency within ten (10) days after receiving notice under subparagraph (4) (B) from an employee or otherwise receive actual notice of such conviction.
6. Take appropriate personnel action against such an employee up to and including termination, within thirty (30) days of receiving notice under subparagraph (4) (B) with respect to any employee who is so convicted.
7. Any person convicted of a drug-related offense outside of the workplace shall have his/her employment terminated.
8. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above criteria.

(The term "workplace" for the purpose of this *Drug-Free Workplace* policy and for certification that Grant Parish School Board maintains a drug-free workplace shall mean any Grant Parish School Board property or any other site used for the performance of work done in connection with employment by the School Board.)

COVERED WORKERS AND APPLICABILITY

Any individual who conducts business for the School Board, is applying for a position, or is conducting business on the School Board's property is covered by this and other related substance abuse policies. The policy includes, but is not limited to exempt and non-exempt employees. This policy is intended to apply whenever anyone is representing or conducting business for the School Board. Therefore, this policy applies during all working hours, whenever conducting business or representing the School Board, and while on School Board premises.

TYPES OF TESTING

Substance abuse/alcohol tests may be administered for employees on the following grounds:

1. Pre-employment;
2. Return-to-duty;
3. Reasonable suspicion;
4. Post-accident;
5. Random;
6. As otherwise allowed by law.

DISCIPLINE

Employees found to be under the influence of alcohol or illegal drugs at work shall be immediately removed from their assignments. Continued employment of individuals with problems resulting from the use of alcohol or drugs shall depend on the seriousness of the condition and the employee's

willingness to seek and respond to treatment. Any employee found to be selling or distributing unauthorized drugs or alcohol shall be subject to immediate termination.

Revised: August, 1991
Revised: December, 1992
Revised: August, 1994
Revised: February, 1996

Revised: September, 2000
Recoded: February, 2003
Revised: June, 2015

Ref: 20 USC 7101 et seq. (*Safe and Drug-Free Schools and Communities Act*)
21 USC 812 (*Schedules of controlled substances*)
41 USC 8101 et seq. (*Drug-Free Workplace*)
21 CFR 1308.11 (*Schedules of controlled substances*)
La. Rev. Stat. Ann. §§17:81, 17:240, 17:405, 40:961, 40:962, 40:963, 40:964, 40:967, 40:968,
40:969, 40:970, 40:971, 40:971.1
Board minutes, 8-2-90, 6-6-91, 11-2-95, 6-2-15, 9-1-15

Grant Parish School Board

FILE: GAMEA
Cf: GAMEB

EMPLOYEE DRUG TESTING -- GENERAL EMPLOYEES

Grant Parish School Board believes in and is committed to providing a safe workplace by establishing policies promoting high standards of health and safety. In keeping with this objective, it is Grant Parish School Board's intent to maintain a drug/alcohol-free workplace and workforce.

All employees are expected to report to work in a physical and emotional condition that allows them to perform their assigned tasks in a competent and safe manner. Therefore, the use, abuse, presence in the body or reporting to work under the influence of alcohol, drugs or other impairing substances by an employee is strictly prohibited. These scenarios limit the ability of the user to exercise good judgment, to react properly in unexpected situations or to perform tasks safely and efficiently. They endanger not only that employee, but also coworkers, the public and property.

Everyone shares responsibility for maintaining a safe work environment. Employees with drug/alcohol problems are encouraged to seek early assistance from an approved counseling/rehabilitation program. The goal of this policy is to provide a safe, productive and healthful working environment for employees of Grant Parish School Board while maintaining respect for individual privacy rights and confidentiality.

STATEMENT OF POLICY PURPOSES

Grant Parish School Board recognizes the problem of drug/alcohol abuse in today's society. In addition, substance abuse as a serious threat (to the abusing employee, staff, and the public).

Though employees may be required by a physician to use prescription drugs, abuse of prescribed medications shall be handled the same as the abuse of illegal substances. Therefore, this workplace drug testing policy shall be established to ensure to the extent possible that the work sites operated by the Grant Parish School Board shall have a drug/alcohol-free environment.

Objectives of this policy include:

1. To assist in maintaining a safe and healthful working environment for employees of Grant Parish School Board.
2. To maintain a drug/alcohol-free workplace and workforce.
3. To inform employees of the availability of counseling, rehabilitation, and employee assistance programs.
4. To prevent accidental injuries or deaths and to protect property.
5. To minimize absenteeism and tardiness, to improve productivity and to ensure quality workmanship.
6. To protect the reputation of Grant Parish School Board and its employees within the community.
7. To maintain respect for individual privacy rights and confidentiality through fair and reasonable procedures and protocols.

GUIDELINES

1. Violations of Policy

At any time employees are on School Board premises or on School Board business, the following activities are strictly prohibited: the illegal use of any drug, narcotic or controlled substance; the possession, transit, transfer or purchase of illegal or unauthorized drugs; the use, abuse, presence in the body or reporting to work under the influence of drugs/alcohol or other intoxicants; the sale of illegal or unauthorized drugs or substances or drug-related paraphernalia. Any employee in violation of this policy is subject to disciplinary action, including immediate discharge. Depending on the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken against any employee who violates this policy.

2. Definitions

For the purpose of this policy, *School Board premises* shall encompass all Grant Parish School Board property or any other site used for the performance of work done in connection with employment by the School Board.

For the purpose of this policy, employees are *on School Board business* whenever on duty and under Grant Parish School Board's control, whether at other worksites or during transit to and from those worksites or while in the course and scope of Grant Parish School Board's employment or pay status.

For the purpose and application of this policy, *employees* shall include all full-time, part-time, contract, and temporary workers. This policy equally applies to all employees. Compliance with this policy shall be required as a condition of continued employment for **all** employees.

3. Drug Classification

The prohibitions addressed by this policy pertain to, but are not limited by, the following overview of drugs/alcohol. Their presence, or the presence of any other illegal or unauthorized drug in the employee in any detectable amount (unless stipulated) while working, shall be prohibited.

- A. Illegal Drugs, Unauthorized Controlled Substances, Look-a-Likes, Inhalants of Abuse, Designer and Synthetic Drugs. These include, but are not limited to, central nervous system stimulants such as cocaine and amphetamines; hallucinogens; PCP or Phencyclidine; narcotic analgesics as found in opium (like morphine and codeine) or opium derivatives (heroin); inhalants from volatile solvents like glue, paint or gasoline or from aerosols like hair sprays, deodorants or insecticides or from anesthetic gases like ether, chloroform or amyl nitrate; cannabis such as found in marijuana, hashish or has oil.
- B. Unauthorized Use of Intoxicating Beverages. An employee who tests positive during a post-accident; or just cause/post-incident alcohol screening shall be in violation of this policy.
- C. Prescription Drugs (Legally Controlled Substances) and Off-The-Shelf Medicines. The use of off-the-shelf drugs/medicines or those prescribed by a licensed physician for a given employee is permitted, provided work performance is not affected, under the following conditions: employees must only possess a reasonable amount of medication; employees must not consume prescribed drugs more often than prescribed by their

doctor and employees must not allow any other person to consume their prescribed drugs.

4. Circumstances for Workplace Drug Testing

Grant Parish School Board reserves the right in certain circumstances to require employees to submit to drug testing to determine the presence of illegal or unauthorized drugs/alcohol or other substances prohibited by this policy. Each employee so tested shall be required to provide written consent prior to testing. All testing shall be performed with concern for each employee's personal privacy, dignity and confidentiality. The test results shall be disclosed on a need-to-know basis in order to administer the policy or as may be legally required.

Substance abuse/alcohol tests may be administered for employees on the following grounds:

- A. Pre-employment;
- B. Return-to-duty;
- C. Reasonable suspicion;
- D. Post-accident;
- E. Random;
- F. As otherwise allowed by law.

5. Notice of Grounds for Termination or Disciplinary Action for Violations of Workplace Substance Abuse Policy

A. Employee Request for Help. No employee's job shall be placed in jeopardy, nor shall any employee be subject to disciplinary action for voluntarily requesting help for alcohol and other drug addictions. However, a request for assistance shall not excuse an employee from a policy violation immediately prior to or while an actual drug screen is being conducted or after the screen has been completed.

B. Failure to Comply. Failure to comply with the provisions of this policy, including not submitting to required medical examinations or tests when requested to do so, constitutes a policy violation and shall be considered grounds for disciplinary action. Termination or suspension without pay from employment may occur even for a first offense, except as otherwise provided in this policy.

C. Substance Abuse Violations.

1. Illegal Drug Use. Any employee found in violation of this policy due to the use, abuse, presence in the body or reporting to work under the influence of illegal drugs or the bringing of illegal drugs onto Grant Parish School Board's premises; the use, possession, transit, transfer, storage, concealment, promotion, sale or attempt to sell any form of illegal drugs or substances while on School Board premises or on School Board business, at any time during the hours between the beginning and ending of the employee's work day; or the possession or sale or attempt to sell drug-related paraphernalia shall be subject to disciplinary action, up to and including **termination**.

2. Alcohol Abuse. Any employee who is under the influence of alcoholic beverages (any detectable amount) at any time while on School Board premises, on School Board business or at any time during the hours between the beginning and ending of the employee's work day shall be in violation of this policy and is subject to disciplinary action, up to and including **termination**.

6. Counseling/Rehabilitation Programs

Employees with drug/alcohol problems shall be encouraged to seek early assistance from an approved counseling/rehabilitation program. Any employee participating in such a program shall be expected to maintain satisfactory job performance while doing so. Confidentiality, in accordance with Grant Parish School Board's policies, shall be followed regarding a rehabilitation program. If an employee must be away from work to receive treatment under a prescribed rehabilitation program, the employee's absences shall be handled according to existing School Board policies regarding sick leave or leave of absence. Employees shall be responsible for all costs associated with such counseling/rehabilitation programs.

DISCIPLINE

Employees found to be under the influence of alcohol or illegal drugs at work shall be immediately removed from their work assignments. Continued employment of individuals with problems resulting from the use of alcohol or drugs shall depend on the seriousness of the condition and the employee's willingness to seek and respond to treatment. Any employee found to be selling or distributing unauthorized drugs or alcohol shall be subject to immediate termination.

New Policy: October, 2006

Revised: June, 2015

Ref: 49 USC 5331 (*The Omnibus Transportation Employee Testing Act of 1991*(PL 102-143))
49 CFR 10 (*Maintenance of and Access to Records Pertaining to Individuals*)
49 CFR 40.1 et seq. (*Procedures For Transportation Workplace Drug and Alcohol Testing Programs*)
49 CFR 382 (*Controlled Substances and Alcohol Use and Testing*)
49 CFR 391 (*Qualifications of Drivers and LCV Driver Instructors*)
La. Rev. Stat. Ann. §§17:81, 23:1081, 23:1601, 49:1001, 49:1002, 49:1005, 49:1011, 49:1012, 49:1015
United Teachers of New Orleans et al. v. Orleans Parish School Board and Jefferson Parish School Board, et al, 142 F.3d 853 (1998)
Board minutes, 6-20-06, 10-3-06, 6-2-15, 9-1-15

Grant Parish School Board

FILE: GAMEB
Cf: GAMEA, GAMFC

TRANSPORTATION EMPLOYEE DRUG TESTING

The Grant Parish School System recognizes the need to ensure both employees and students with a drug-free environment. With this in mind, the following drug-free workplace guidelines for employees have been established:

1. The Grant Parish School Board under the direction of the Superintendent will implement procedures to make all employees aware of the dangers of drug abuse in the workplace; the School System's policy of maintaining a drug-free workplace; the penalties for violation of the drug-free policy; the programs available to employees who seek assistance with alcohol or other drug abuse problems.
2. Any employee who has an alcohol or other drug abuse problem, which they feel may affect work performance, is encouraged to seek voluntary counseling or professional assistance. Any information provided by the employee concerning this matter shall be deemed strictly confidential. Upon the first request, any accumulated sick days or leave without pay may be used for this professional assistance. Future requests shall be evaluated as needed. Due process procedures for dismissal shall be held for all employees where inadequate job performance has been documented.
3. The unlawful manufacturing, distribution, dispensing, possession, or use of intoxicants, drugs or controlled substances by an employee while on the job, or on school system property or on school system buses or other school system vehicles shall result in immediate suspension without pay and recommendation for job termination. Any illegal substances found in such circumstances shall be turned over to the appropriate law enforcement agency.
4. All employees shall be given a copy of this policy and shall be thereby notified that any employee who is engaged in the performance of his/her duties under a federal mandated drug and alcohol testing program shall, as a condition of employment, agree to abide by the terms of this policy and shall further agree to notify the Superintendent's Office of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. The Superintendent or his/her Designee shall notify the granting agency within ten (10) days after receiving notice from an employee of such conviction and shall implement the terms of this policy within thirty (30) days of the conviction.
5. The Grant Parish School Board shall in good faith make every effort to continue to maintain a drug-free workplace.
6. The Grant Parish School Board has placed in effect a testing program, which conforms to all requirements issued by the United States Department of Transportation and outlined in 49 CFR 40. A copy of the entire plan is available to all employees to read by contacting the Transportation Department of the Grant Parish School Board.

To accomplish this purpose Grant Parish School Board does hereby declare that the possession, use, distribution or sale of illegal drugs on Grant Parish School Board premises and all work locations by an employee and/or the reporting for work in a condition caused by off-duty use of drugs, alcohol, or a condition caused by off-duty use of drugs, alcohol, or controlled substances, which detrimentally affects his or her ability to perform work, shall be deemed in violation of this policy, and subjects such employee to disciplinary action.

HEALTH EXAMINATIONS, ALCOHOL AND DRUG TESTING FOR DRIVERS REQUIRED TO HAVE A COMMERCIAL DRIVER'S LICENSE

Health Examinations

All regular, substitute and activity bus drivers employed by the Grant Parish School Board shall have a physical examination at least annually and prior to operating a bus. Drivers shall submit a certificate from a School Board approved licensed physician stating that the operator has been examined and is free from any ailment, disease, or defect that would adversely affect his/her ability to safely operate a school bus. Such certificate should be submitted within fifteen (15) days prior to the opening of school. The Board shall authorize reimbursement for such examination, consistent with a regularly established schedule, if applicable.

Alcohol and Drug Testing for Drivers Required to Have a Commercial Driver's License:

This policy provides for compliance with the Omnibus Transportation Employee Testing Act of 1991 and Federal Motor Carrier Safety Regulations and future amendments.

This policy applies to all drivers employed by the Grant Parish School Board who are required to obtain and maintain a commercial driver's license (CDL) to perform their duties. The testing requirements apply to driver applicants, driver employees and contract drivers. A driver is covered if, at any point during the year, the driver operates a vehicle for which the operator must have a commercial driver's license when operating the vehicle, such as a school bus.

I. Required Tests

An applicant or employee in a covered function is subject to the following required tests: pre-employment, post-accident, reasonable suspicion or cause, random, return-to-work, follow-up test.

- A. Post-accident testing is required after an accident during the course and scope of employment in which one or more of the following occurs:
 1. A loss of human life;
 2. An individual involved in the accident must be treated away from the scene for an injury received in the accident;
 3. The driver/employee receives a citation for a moving violation from the police officer handling the accident; and/or
 4. A vehicle is required to be towed from the scene.
- B. When an employee is ordered for drug and/or alcohol testing, he/she must immediately proceed to the site designated by the supervisor using the shortest route available. Failure to do so is treated as refusal to take the test and results in disciplinary action, up to and including recommendation for termination from the safety sensitive function (driving).
- C. Employees are required to cooperate fully with the drug-testing agency employed by the Grant Parish School Board for drug and/or alcohol testing purposes. Refusal to submit to drug and/or alcohol testing, or attempts to obstruct the testing is treated the same as if the employee had tested at 0.02 or greater for

alcohol or had tested positive for drugs. The following are examples of conduct that are treated as a refusal:

1. Failure to provide adequate breath for testing when required without a valid medical explanation;
2. Engaging in conduct that clearly obstructs the testing process;
3. Leaving the scene of an accident before being tested (except, for example, when necessary to receive medical treatment); and/or
4. Not being reasonably available for a test or failure to sign the alcohol testing form.

II. Consequences of Positive Test Results

- A. Applicants: Job applicants are denied employment with the Grant Parish School Board if their test results are positive on a pre-employment drug/alcohol test.
- B. Employees: If an employee's test results are positive on a random, post-accident or reasonable cause drug/alcohol test, the employee is subject to disciplinary action as set forth in Board policy.
- C. Retest of a positive drug result: An applicant or an employee has the right to a retest of the split specimen; at employee's or applicant's expense, within seventy-two (72) hours after the notification by the Medical Review Officer that the results are positive.

III. Department of Transportation

- A. Alcohol: 49 CFR 382 requires an employer to remove from the covered function (driving) and refer to a substance abuse professional, any employee that tests positive (0.04) and removal from the covered function any employee that tests 0.02 to less than 0.04 for at least twenty-four (24) hours after his/her present shift has ended.
 1. No employee whose duties require a Commercial Driver's License may use alcohol for at least six (6) hours prior to operating the vehicle on duty.
 2. No employee required to take a post-accident alcohol test may use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
- B. Controlled Substances: 49 CFR 382 requires an employer to remove from the covered function (driving) any employee who has a positive test result.
- C. Refusal to Test: A driver who refuses to submit to a post-accident, random, reasonable suspicion or follow-up controlled substance or alcohol test shall not remain on duty.

IV. Grant Parish School Board's Disciplinary Action

- A. Alcohol: 0.02 or positive results:
1. Any employee testing 0.02 or higher on an alcohol test is removed from the covered position (driving) and referred to a substance abuse professional. The employee shall be recommended for termination from his/her safety sensitive function (driving).
 2. The Board will provide transportation for any driver testing above 0.02.
- B. Controlled Substances: Any employee whose test results are positive shall be removed from the covered function (driving) and referred to a substance abuse professional. The employee shall be recommended for termination from the safety sensitive function (driving).

Adopted: November, 1999
Recorded: February, 2003
Revised: August, 2006
Approved: October, 2006

Ref: 49 USC 5331 (*The Omnibus Transportation Employee Testing Act of 1991*) (PL 102 -143)
49 CFR 10 (*Maintenance of and Access to Records Pertaining to Individuals*)
49 CFR 40.1 et seq. (*Procedures For Transportation Workplace Drug and Alcohol Testing Programs*)
49 CFR 382 (*Controlled Substances and Alcohol Use and Testing*)
49 CFR 391 (*Qualifications of Drivers and LCV Driver Instructors*)
La. Rev. Stat. Ann. §§17:81, 23:1601
Board minutes, 11-11-94, 6-8-06, 10-3-06

Grant Parish School Board

FILE: GAMFA
Cf: GAMFB, JGCC

EMPLOYEE COMMUNICABLE DISEASES

The Grant Parish School Board recognizes the importance of protecting the health and welfare of students, teachers, and other employees of the educational system from the spread of communicable diseases. The School Board shall work cooperatively with the *Louisiana Department of Health and Hospitals* and the *Center for Disease Control* for the prevention, control and containment of communicable diseases in schools. For purposes of this policy and its accompanying regulations, the term "Superintendent" shall mean the Grant Parish Superintendent or his/her designee.

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

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

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

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

REVIEW PANEL

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

The Superintendent shall provide a written decision to the affected party within three (3) operational days (i.e. a day when the School Board Central Office is open for business) after the *Review Panel* convenes. The written decision shall convey information brought out during the review process and include the rationale for the decision concerning attendance at work by the employee.

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APPEALS

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

CONFIDENTIALITY

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

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

Revised: September, 2015

Ref: 20 USC 1400-1482 (*Individuals with Disabilities Education Act*)
29 USC 706 (*Vocational Rehabilitation Allotment Percentage*)
La. Rev. Stat. Ann. §§17:81, 17:170, 17:437, 17:1941
Health and Safety, Bulletin 135, Louisiana Department of Education
Board minutes, 5-6-99, 12-1-15

Grant Parish School Board

FILE: GAMFB***GUIDELINES FOR HANDLING BODY FLUIDS IN SCHOOL***

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

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

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

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

<u>BODY FLUID SOURCE</u>	<u>ORGANISM OF CONCERN</u>	<u>TRANSMISSION CONCERN</u>
Blood -cuts/abrasions -nosebleeds	Hepatitis B virus AIDS virus Cytomegalo virus	Bloodstream inoculation through cuts and abrasions on hands
*Feces -incontinence	Salmonella bacteria Shigella bacteria Rotavirus Hepatitis A virus	Oral inoculation from contaminated hands
*Urine -incontinence	Cytomegalovirus	Bloodstream and oral inoculation from contaminated hands
Respiratory Secretions -saliva -nasal discharge	Mononucleosis Common cold virus Hepatitis B virus	Oral inoculation from contaminated hands Bloodstream inoculation through cuts and abrasions on hands; bites

*Vomit	Gastrointestinal viruses, e.g., (Norwalk agent Rotavirus)	Oral inoculation from contaminated hands
Semen	Hepatitis B AIDS virus Gonorrhea	Sexual contact (intercourse)

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

A. CONTACT WITH BODY FLUIDS

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

B. DIRECT SKIN CONTACT

In many instances, unanticipated skin contact with body fluids may occur in situations where gloves may be immediately unavailable (e.g., when wiping a runny nose, applying pressure to a bleeding injury outside the classroom, helping a child in the bathroom). In these instances, hands and other affected skin areas of all exposed persons should be routinely washed with disinfectant soap and water for a full three (3) minutes after direct contact has ceased. Clothing and other non-disposable items (e.g., towels used to wipe up body fluid) that are soaked through with body fluids should be rinsed and placed in plastic bags. If presoaking is required to remove stains, (e.g., blood, feces), use gloves to rinse or soak the item in cold water prior to bagging. Clothing should be sent home for washing with appropriate directions to parents/teachers. Contaminated disposable items (e.g., tissues, paper towels, diapers), should be handled as with disposable gloves.

C. REMOVING SPILLED BODY FLUIDS FROM THE ENVIRONMENT

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

D. HANDWASHING PROCEDURES

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

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

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

E. DISINFECTANTS

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

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

1. Ethyl or isopropyl alcohol (70%)
2. Phenolic germicidal detergent in a 1 per cent aqueous solution (e.g., Lysol*)
3. Sodium Hypochlorite with at least 100 ppm available chlorine (2 cup household bleach in 1 gallon water, needs to be freshly prepared each time it is used)
4. Quaternary ammonium germicidal detergent in 2 per cent aqueous solution (e.g., Tri-quat*, Mytar* or Sage*)
5. Iodophor germicidal detergent with 500 ppm available iodine (e.g., Wescodyne*)

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

F. DISINFECTION OF HARD SURFACES AND CARE OF EQUIPMENT

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

G. DISINFECTION OF RUGS

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

H. LAUNDRY INSTRUCTIONS FOR CLOTHING SOILED WITH BODY FLUIDS

The most important factor in laundering clothing contaminated in the school setting is elimination of potentially infectious agents. Clothing soaked with body fluids should be washed separately from other items. Presoaking may be required for heavily soiled

clothing. Otherwise, wash and dry as usual. If the material is bleachable, add 2 cup household bleach to the wash cycle. If the material is not colorfast, add 2 cup of non-hypochlorite solution to the wash cycle.

Ref: *Information and Guidelines: Prevention of Disease Transmission in Schools, Acquired Immune Deficiency Syndrome (AIDS)*. State of Connecticut, Department of Education and Department of Health Services, March 1985
Health and Safety, Bulletin 135, Louisiana Department of Education
Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of Education

Grant Parish School Board

HEALTH EXAMINATIONS

The Grant Parish School Board, through the Superintendent, may require an employee to have a medical examination whenever there is evidence the employee's condition warrants such action, or there is concern for safety. Examinations may also be conducted to determine adequacy of job performance or to meet requirements of state or federal laws. All examinations conducted shall conform to all state and federal requirements. The physician shall be designated by the Superintendent, and the cost of the examination shall be paid by the Board. The Board may be entitled to reimbursement from an employee for the costs of such employee's or applicant's pre-employment medical examination or drug test, however, if the employee terminates the employment relationship sooner than ninety (90) working days after the first day of work or never reports to work, unless there is a substantial change made to the employment by the Board.

BUS OPERATOR

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

Revised: October, 1997

Ref: 42 USC 12101 (*Title I, Americans with Disabilities Act of 1990*)
La. Rev. Stat. Ann. §§17:491, 23:897

Grant Parish School Board

DANGEROUS WEAPONS

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

Any employee possessing a firearm, dangerous weapon, or instrument intended or likely to produce great bodily harm, on school property, in his/her vehicle, or at any school-related function, may be subject to disciplinary action, up to and including termination.

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

Grant Parish School Board

FILE: GAMIA
Cf: EFA, GAMC
Cf: JCDAE

ELECTRONIC COMMUNICATIONS BETWEEN EMPLOYEES AND STUDENTS

The Grant 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.

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 School Board is aware that the reputations and careers of students and educators have been damaged due to inappropriate communications between parties. Therefore, it is the intent of the Grant 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.

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 supervisor shall meet with the employee to document his/her response to the allegation. The employee shall be required to cooperate fully with the investigation.
3. All information of the investigation shall be provided to the Superintendent and the Personnel Director by the supervisor.

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

New policy: September, 2009

Revised: November, 2012

Ref: La. Rev. Stat. Ann. §§14:40.3, 17:81, 17:239
Board minutes, 11-5-09, 1-10-13

Grant Parish School Board

RECORDING BY ELECTRONIC MEANS

Grant Parish School Board employees are prohibited from audiotaping, videotaping, or any other recording by electronic means, any conference, meeting, telephone or face-to-face conversation or other exchange while on the premises of a Grant Parish School Board facility, unless they expressly notify all persons in attendance, or a party to said conference, meeting, or conversation of such intent to record in advance.

Any employee violating this policy will be subject to disciplinary action.

New policy: August, 2006

Ref: Board minutes, 8-3-06

Grant Parish School Board

FILE: GAMK
Cf: EB, EBB
Cf: EBC, GBRA

MISCELLANEOUS CONDITIONS OF EMPLOYMENT

INSPECTIONS AND SEARCHES

It shall be the policy of the Grant 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: August, 2013

Ref: La. Rev. Stat. Ann. §17:81
Board minutes, 10-1-13

Grant Parish School Board

FILE: GBA
Cf: GBD, GBN
Cf: GBO, GBQ

CONTRACTS AND COMPENSATION

CONTRACTS

Contracts of employment between eligible employees and the Grant Parish School Board shall be executed for a specified period of time and compensation in accordance with state law. Unless otherwise stipulated, all employees shall meet all stated position qualifications and/or certification requirements before any contract shall become valid. Renewal or issuance, when possible, of contracts of employment, as well as dismissal or nonrenewal of contract notices, with the exception of performance contracts, shall be issued on or before the last day of each school year, whenever possible.

The execution of an employee contract between the School Board and employee shall be legally binding upon both parties. Teachers without tenure shall be required to have a written contract. Teachers who have gained tenure may not be required to sign a written contract each scholastic year, but shall be required to sign such employment contracts at intervals determined by the School Board. The failure of a non-tenured teacher to sign a contract for the ensuing school session within the specified time, when required, shall be considered as voluntary termination of employment on the part of the teacher, unless under extenuating circumstances, an extension is granted by the Superintendent. Any subsequent resignation or termination of said contract for reasons other than extreme emergencies, as determined by the School Board, shall constitute a breach of contract against which legal action may be taken by the School Board and the employee dealt with accordingly. The Superintendent shall receive, finalize and accept all resignations of all employees. However, the Superintendent at the next available meeting shall report said resignations to the School Board.

The Superintendent shall sign each teacher contract.

Performance Contracts

Administrative and supervisory personnel in positions that require certification shall be hired under the terms of a performance contract of not less than two (2) nor more than four (4) years, except when such employment is for a temporary position. The School Board shall make the final decision regarding the length of any such performance contract. Prior to the School Board's approval of any initial or subsequent contract which involves an employee being or having been promoted to a position with a higher salary, the Superintendent shall disclose all terms of the contract to the School Board.

Termination or non-renewal of any performance contract shall be governed by the terms of the contract and applicable law.

COMPENSATION

Salary Schedules

Upon the recommendation of the Superintendent, the School Board shall establish salary schedules that shall be used to determine the salaries to be paid to teachers and all other school employees. Salaries of all teachers shall be set by the Superintendent. The salaries of all personnel are

generally based upon an established salary schedule and associated regulations; provided, however, that salaries may be stated in and controlled by an employment contract. The salaries as provided in any salary schedule shall be considered as full compensation for all work required and performed within each employee's prescribed scope of duties and responsibilities.

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

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

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

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

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

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

Experience Credit

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

accrediting agencies in the United States of America (e.g., SACS). Experience outside the United States of America, its territories or possessions must be in an institution or school accredited by an accrediting agency recognized by the United States of America.

A year of teaching experience shall be granted if the person was employed for at least ninety-one (91) instructional days during one scholastic year, excluding holidays, as verified by the Superintendent. However, not more than one (1) year of experience shall be granted for a period inclusive of twelve (12) consecutive calendar months. All experience must have been on a full-time basis.

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

Advanced Degree

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

Retirees

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

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

School Employees

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

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

Revised: December, 1992

Revised: December, 1993

Revised: October 2001

Revised: June, 2012

Revised: November, 2012

Revised: July, 2014

Combined with GCA: December, 2006

Revised: September, 2016

Ref: 29 USC 201 et seq. (*Fair Labor Standards Act of 1938, as amended*)

29 CFR 778 (Overtime Compensation)

La. Rev. Stat. Ann. §§11:710, 17:81, 17:83, 17:84, 17:84.1, 17:411, 17:413, 17:414, 17:418, 17:419.2, 17:421.4, 17:422.6, 17:423, 17:424, 17:424.2, 17:424.3, 17:442, 17:444, 17:491, 17:492, 17:496, 17:496.1, 17:497, 17:497.1, 17:498, 17:1203, 17:3881, 17:3882, 17:3883, 17:3884, 17:3901, 17:3902, 17:3903, 17:3904

Harrah Independent School District v. Martin, 99 S.Ct. 1062 (1979)

Garcia v. San Antonio Metropolitan Transit Authority et al., 105 S. Ct. 1005 (February 1985)

Wright v. Caldwell Parish School Board, 30.448 (La. App. 2 Cir. 6/16/99)

Board minutes, 3-1-05, 5-10-05, 11-8-12, 1-10-13, 8-5-14, 12-6-16

Grant Parish School Board

FILE: GBAA
Cf: EBBD, GBA

COMPENSATION GUIDELINES/OVERTIME

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

MINIMUM WAGE

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

WORKWEEK

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

WORK SCHEDULES

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

SALARIES

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

PART TIME IN DIFFERENT CAPACITY

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

CLASSIFICATION OF EXEMPT OR NONEXEMPT EMPLOYEES

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

Exempt – Employees who are not eligible to receive overtime compensation. These employees are generally salaried employees whose primary duties are directly related to the management or administrative and business functions within the school system. Learned professionals, such as teachers, are also classified as exempt. Other exempt employees may include, but not be limited to, the Superintendent, directors, level 1 and level 2 supervisors, principals, assistant principals, and degreed professionals.

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

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

HOURS WORKED FOR OVERTIME REQUIREMENTS

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

OVERTIME COMPENSATION

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

OVERTIME HOURS

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

Flexible Time

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

Recording Overtime Hours

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

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

COMPENSATION DURING EMERGENCIES

Unless a *Declaration of Emergency* has been issued by the Governor of Louisiana, 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 as directed by the Superintendent or his/her designee, and shall be paid at the rate of pay in force at the time of the declared emergency.

The Superintendent shall be authorized to determine which essential employees may be needed to work during any emergency, and in conjunction with members of the supervisory staff, shall identify essential employees by position or title. 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 employees required to work during this time may be compensated at a rate determined by the Superintendent. Every effort shall be made to minimize required work of all employees during the period of a *Declared Emergency*.

COMPENSATORY TIME OFF

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

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

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

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

Nonexempt employee's record of compensatory time shall be maintained by the Department of Human Resources.

TRAVEL

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

LEAVE

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

VOLUNTEERS

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

EXCLUSIONS FROM OVERTIME PAY REQUIREMENTS

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

EXEMPT EMPLOYEE DEDUCTIONS

Deductions from pay shall be permissible when an exempt employee: is absent from work for one (1) or more full days for personal reasons other than sickness or disability; for absences of one (1) or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; for penalties imposed in good faith for infractions of safety rules of major significance; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. An exempt employee may file a grievance in accordance with the School Board's grievance procedure (policy *GAE, Non-Title IX Complaints and Grievances*), if there is a dispute or objection to deduction from pay.

RECORD-KEEPING

Exempt Employees

The following records shall be kept for each employee:

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

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

Nonexempt Employees

The following records shall be kept for each employee:

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

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

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

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

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

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

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

SPECIAL SITUATIONS

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

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

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

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

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

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

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

ACKNOWLEDGMENT OF POLICY

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

Revised: August 4, 2020

Ref: 29 USC 201 et seq. (*Fair Labor Standards Act of 1938, as amended*)
La. Rev. Stat. Ann. §§17:84.1, 17:418, 17:422.6
Garcia v. San Antonio Metropolitan Transit Authority et al., 469 U.D. 528 (1985)
Board minutes, 3-1-05, 5-10-05, 8-4-20

Grant Parish School Board

FILE: GBB

PERSONNEL POSITIONS

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

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

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

New policy: July, 2012

Ref: La. Rev. Stat. Ann. §§17:54, 17:81, 17:3902, 17:3903, 17:3904
Board minutes, 10-4-12

Grant Parish School Board

QUALIFICATIONS AND DUTIES

All professional staff positions are created with the approval of the Grant Parish School Board. It is the Board's intent to activate a sufficient number of positions to accomplish the school's goals and objectives.

Before any new position is established, the Superintendent shall present for the Board's approval a job description for the position which specifies the job holder's qualifications, and the job's performance responsibilities.

Grant Parish School Board

FILE: GBC
Cf: GBBA, GBD

RECRUITMENT

The Grant Parish School Board shall make a concerted effort to recruit the best qualified applicants available. When vacancies occur in existing positions or when new positions are created, and such positions are not filled by transfer of qualified personnel, the Superintendent or his/her designee shall post notice of the vacancy and shall have the discretion to advertise for certain positions when circumstances warrant.

When filling vacancies in positions of authority or those with policymaking duties, the Superintendent or his/her designee shall not utilize only oral contacts and interviews of applicants considered, or use any other means to circumvent the provisions of state statute. Nothing, however, shall prohibit oral contact prior to a person becoming an applicant or shall prohibit oral contact which may result in a written application or other documents.

APPLICATIONS

Applications submitted for any vacancy shall be retained by the personnel department.

Disclosure of Information by Applicant

As part of the application process, the School Board shall require the applicant to sign a statement that authorizes the release and disclosure of the following information by the applicant's current or previous employer(s):

1. All actual cases of sexual misconduct with a minor or student by the applicant.
2. All instances of *sexual misconduct with students*, as defined by the Louisiana Board of Elementary and Secondary Education (BESE), and outlined in the *Louisiana Handbook for School Administrators*, Bulletin 741, committed by the applicant, if any, if such employer is/was a city, parish, or other local public School Board.
3. All investigations of sexual misconduct by the applicant with a minor or student that occurred within thirty-six (36) months prior to the applicant's resignation, dismissal, or retirement from employment.
4. All actual or investigated cases of *abuse or neglect* committed by the applicant, if any, if such employer is/was the Louisiana School for the Deaf, the Louisiana School for the Visually Impaired, or the Louisiana Special Education Center.

If an investigation determined that a formal allegation of an applicant was inconclusive, unjustified, or otherwise without cause for further formal pursuit, the applicant shall not be required to disclose such information.

The statement shall also request the current or previous employing School Board make available to the School Board, through its Superintendent or his/her designee, within twenty (20) business days of receipt of the request, copies of all documents as contained in the applicant's personnel file maintained by such employer relative to instances of sexual misconduct, if any. Such request for information shall include a copy of the required statement signed by the applicant.

The Superintendent, or principal, with the approval of the Superintendent, may employ any applicant on a conditional basis pending a review of any information obtained pursuant to this request. Permanent employment shall not occur until the information has been satisfactorily verified. However, in accordance with statutory provisions, the Superintendent shall not hire any applicant who does not sign the release of information statement as required by law.

Any information obtained by the School Board as a result of the signed release statement and request outlined above shall be used by the Superintendent *only* for the purpose of evaluating an applicant's qualifications for employment in the position for which he/she has applied, is not subject to the state public records statutes, and shall not be disclosed to any person, other than the applicant, who is not directly involved in the process of evaluating the applicant's qualifications for employment.

In addition to the above, as part of the application process, the School Board shall request the applicant's performance evaluation results, if applicable. The applicant, once the evaluation results have been received, shall be given an opportunity to review the information received and provide any response or information the applicant deems appropriate.

Finally, the applicant shall grant permission by signing a statement on the application form that permits the School Board to have access to any and all reference, background, and previous employment information and to receive copies of any such documentation from a current or previous employer.

Disclosure of Applicant's Records

The name of each applicant for certain positions of authority or those with policymaking duties, the qualifications of such an applicant, and any relevant employment history or experience of such an applicant shall be available for public inspection, examination, copying, or reproduction as provided for in the statutory provisions governing public works.

Bus Operators

All persons, prior to employment as a bus operator with the School Board, shall fill out an application form. Each applicant shall complete all prerequisites required by law and Bulletin 119, *Louisiana Student Transportation Specifications and Procedures*, before he/she shall be considered for employment as a bus operator or substitute bus operator.

Upon completion of the prerequisites, the applicant's valid application shall be filed in the personnel department for consideration of employment to fill vacancies as they occur. All applications shall be validated each year.

CRIMINAL HISTORY OF APPLICANTS

The Grant Parish School Board shall require, in accordance with state law, applicants for employment with the School Board to submit necessary information regarding their backgrounds. Every prospective employee shall be required to provide authorization for the disclosure of any information regarding past criminal activities, including arrests, convictions, having pled nolo contendere, or other dispositions, including dismissal of convictions, of any criminal offense, in accordance with La. Rev. Stat. Ann. §15:587.

A standard applicant fingerprint card acceptable to the Louisiana Bureau of Criminal Identification and Information and a disclosure authorization form shall be provided the applicant by the School Board or may be obtained from local police authorities. It shall be the responsibility of the applicant to have his/her fingerprints taken by a qualified individual and submitted to the proper authorities for

processing. Any cost associated with fingerprinting or the disclosure of background information on an applicant may be passed on to the applicant.

1. For the purposes of reviewing the criminal history of prospective employees, any person employed to provide cafeteria, transportation, janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the school system.
2. A person who has been convicted of or has plead *nolo contendere* to crimes listed in La. Rev. Stat. Ann. §15:587.1 shall not be hired as a bus operator, substitute bus operator, or janitor, or as a temporary, part-time, or permanent school employee of any kind.
 - A. The School Board may hire a person as an administrator, teacher, or substitute teacher who has been convicted of or plead *nolo contendere* to a felony not listed in La. Rev. Stat. Ann. §15:587.1(C), who has been found to have submitted fraudulent documentation to the Louisiana Board of Elementary and Secondary Education (BESE) or the Louisiana Department of Education (LDOE) as part of an application for a Louisiana teaching certificate or other teaching authorization, or who has been found to have facilitated cheating on any state assessment if BESE properly issues a teaching certificate or authorization after a formal appeal request submitted by the person.
 - B. The School Board may reemploy an administrator, teacher, or other school employee who has been dismissed for conviction of a crime, except a crime listed in La. Rev. Stat. Ann. §15:587.1(C) only upon written approval of the district judge of the parish and district attorney, or upon written documentation from the court in which the conviction occurred stating that the conviction has been reversed, set aside, or vacated. Such statement of approval from the judge and district attorney and any written documentation from the court shall be kept on file and produced upon request by law enforcement.

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

New policy: November, 2006
 Approved: January 9, 2007
 Revised: June, 2012

Revised: February 6, 2018
 Revised: June 4, 2019

Ref: La. Rev. Stat. Ann. §§14:74, 15:587, 15:587.1, 17:15, 17:24.2, 17:81, 17:81.9, 17:83, 17:430, 17:3884, 23:291, 23:1208.1, 42:1119, 44:12.1, 44:31, 44:31.1, 44:32, 44:33, 44:34
 La. Children's Code, Art. 603, Art. 606
 Board minutes, 1-9-07, 11-8-12, 2-6-18, 6-4-19

Grant Parish School Board

FILE: GBCA
Cf: GBC, GBD

PROTECTION OF CRIMINAL BACKGROUND INFORMATION

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

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

- E. Establishing and implementing minimum screening requirements as required by CJIS Security Policy for its officers, employees, agents, and any other persons associated with the Grant Parish School Board who have access to CHRI. No individual may be granted access by the School Board when a felony conviction of any kind exists, unless explicitly approved by the LSP Bureau or CJIS System Officer (CSO).
 - F. Restricting access to physical or electronic CHRI to authorized personnel. Physical copies shall be maintained in a controlled; secure environment, such as in a locked cabinet in a room not accessible to all staff and visitors. When a physically secured location cannot be met, electronic media shall be protected with encryption that meets the most current FBI CJIS Security Policy.
 - G. Disseminating CHRI only when authorized by state or federal law approved by the U.S. Attorney General.
 - H. Ensuring the Grant Parish School Board establishes incident response policy and procedures, including an operational incident handling capability for agency information systems, whether physical or electronic. The School Board shall track, document, and promptly report a security incident of physical or electronic CHRI to the LSP Bureau information Security Officer (IS)) who shall report the incident to the Louisiana CJIS ISO, Local Agency Security Officer, appropriate School Board officials, and/or local authorities.
 - I. Establishing and implementing policy and procedures for CHRI media protection, including, but not limited to, storage and access, media transport, electronic CHRI sanitization, and physical disposal.
- 5. Notify individuals of their right to update, challenge, or correct any discrepancies within his or her CHRI, and the Grant Parish School Board providing direction on how to do so.
 - 6. Retain supporting documentation for a minimum of three (3) years from the time CHRI results are returned for audit purposes: Documentation, including but not limited to, Authorization Forms that support the Grant Parish School Board's purpose for requesting the individual to complete a background check coincides with an authorized purpose in state or federal law. The LSP Bureau recognizes the School Board may have a document retention policy that requires a time period greater than three (3) years.
 - 7. Allow the LSP Bureau to conduct on-site audits to ensure compliance with the terms of this Agreement.
 - 8. Immediately notify the LSP Bureau of any changes to sections 1 and 3 provided in this Agreement. If access is no longer needed nor authorized by applicable state or federal law, rule, regulation, procedure or policy, the Grant Parish School Board shall immediately notify the LSP Bureau to terminate access.
 - 9. Maintain and keep a current list of all Grant Parish School Board employees with digital or physical access to CHRI and their purpose for access.

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

ADMINISTRATION OF NON-CRIMINAL JUSTICE FUNCTIONS

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

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

1. Designated personnel will be assigned the task of fingerprinting prospective employees and receiving background information from the Louisiana State Police and the Federal Bureau of Investigation.
2. Once the background information is received it shall be reviewed by the Supervisor of Personnel for acceptance.
3. Any areas of concern on the background check will be discussed with the prospective employee. If the prospective employee disagrees with any content on the background check, they will be allowed to provide documentation from the courts that will clarify areas of concern.
4. The background check will become a permanent document in the official personnel record of the employee which is stored in a locked file system in a locked room and/or in an electronic file. This information is accessible only to the designated Personnel Employee(s) and the individual employee who these records pertain to.
5. Under no circumstances will this information be shared with any other employee or third party unless the file is subpoenaed by the courts or authorized by the employee to be shared for legal purposes with an attorney.

SECURITY AWARENESS TRAINING

All Grant Parish Personnel who are assigned the task of collecting background information on prospective employees will abide by CJIS Security Policy, Section 5.2.1 - Security Awareness Training. This training will be set up by assigned personnel from the Louisiana State Police. This training shall be required within six months of initial assignment, and biennially thereafter, for all personnel who have access to CJIS to include all personnel who have unescorted access to a physically secure location.

MEDIA PROTECTION

Grant Parish School District shall ensure that CJIS Security Policy Security 5.8 Media Protection is followed at all times. Access to digital and physical media in all forms is restricted to authorized individuals. Procedures to ensure media protections includes the handling of CJI by only authorized personnel from the time the information.

DISPOSAL OF PHYSICAL MEDIA

Grant Parish School District shall adhere to CJIS Security Policy, Section 5.8.4 Disposal of Physical Media. Grant Parish School District maintains all physical/electronic criminal record information of all employees. Upon termination and/or retirement of an employee physical records will be filed electronically as a permanent personnel file of the employee. The physical record is shredded. A physical copy, of any person who did not become an employee at the initial processing of the background, will be maintained in a locked file for one (1) year. At the end of the one year the file will be shredded.

SECURITY OF CRIMINAL HISTORY RECORD INFORMATION

Grant Parish School District will provide a physically secure room to protect CJI and the information system hardware and software as required by CJIS Security Policy, Section 5.9.2 Controlled Area. Only authorized personnel shall have access to the equipment and information. This area will

remain locked at all times when not in attendance by authorized personnel. A list of authorized personnel shall be established, maintained and updated as needed. All electronic storage of media shall follow the encryption standards of CJIS Security Policy 5.10.1.2. if stored outside of a physically secured room.

PERSONNEL SANCTIONS

Grant Parish School District will investigate any suspected misuse of CHRI. A person suspected of intentional misuse of CHRI will immediately be suspended with pay. An investigation of suspected misuse will be held. At the conclusion of the investigation if it is determined that indeed intentional misuse of CHRI took place the employee shall face loss of access to CHRI, loss of employment, and/or criminal prosecution. Misuse of CHRI shall be reported to the state.

INCIDENT RESPONSE

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

PASSWORD AUTHENTICATION

Grant Parish School District shall utilize the basic password standards. Passwords shall include the following:

1. Be a minimum length of eight(B) characters on all systems
2. Not be a dictionary word or proper name.
3. Not be the same as the User Id.
4. Expire within a maximum of 90 calendar days.
5. Not be identical to the previous ten (10) passwords.
6. Not be transmitted in the clear outside the secure location.
7. Not be displayed when entered.

New policy: May 4, 2021

Ref: Board minutes, 5-4-21

Grant Parish School Board

FILE: GBD
Cf: GBC, GBJ, GBM

EMPLOYMENT OF PERSONNEL

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

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

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

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

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

BUS OPERATORS

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

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

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

Whenever a school bus operator owning his/her own bus retires, a vacated route shall be offered first to any person meeting the requirements of the School Board who is willing to acquire the bus of the retiring operator at full appraised value. This provision shall be applicable only when the bus

owned by the retiring operator has been manufactured within a period of five (5) years immediately prior to the operator's retirement and the operator is retiring due to a documented physical disability.

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

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

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

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

PRE-EMPLOYMENT PHYSICAL EXAMINATIONS

The School Board shall require all full-time employees and part-time bus operators to undergo a complete physical examination before being hired by the School Board. Also, all employees (full and part-time) shall complete an *Employee Medical History Questionnaire* before being hired by the School Board.

FEDERAL OR STATE GRANT FUNDED POSITIONS

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

Revised: December, 1990

Revised: June, 1998

Revised: February, 2005

Revised: December, 1992

Revised: April, 2001

Revised: August, 2005

Revised: November, 1993

Revised: October, 2001

Revised: September, 2006

Revised: July, 1994

Revised: January, 2002

Revised: September, 2008

Revised: December, 1995

Revised: June, 2002

Revised: September, 2009

Revised: October, 1997

Revised: August, 2002

Revised: June, 2012

Revised: February, 1998

Revised: August, 2004

Revised: June, 2016

Ref: La. Rev. Stat. Ann. §§17:81, 17:81.9, 17:413, 17:493.1, 23:897

Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of Education

Board minutes, 4-27-94, 1-8-98, 10-17-00, 11-13-01, 5-7-02, 6-4-02, 5-4-04, 10-5-04, 3-1-05, 5-10-05, 11-7-06, 11-4-08, 11-5-09, 1-6-11, 11-8-12, 8-4-16

Grant Parish School Board

FILE: GBDA
Cf: GBA, GBD

EMPLOYMENT OF RETIRED PERSONNEL

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

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

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

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

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

New policy: August, 2010
Revised: August, 2011
Revised: November, 2012
Revised: November, 2015

Revised: December, 2018
Revised: November 10, 2020
Revised: October 4, 2022

Ref: La. Rev. Stat. Ann. §§11:710, 11:710.1, 11:1006, 11:1007, 17:81
Board minutes, 10-7-10, 10-10-11, 1-10-13, 2-2-16, 11-10-20, 10-4-22

Grant Parish School Board

FILE: GBE
Cf: BH

ASSIGNMENT

POSITION ASSIGNMENTS

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

In order to avoid conflicts of interest, or the appearance of same, it is the desire of the School Board that employees not be assigned to a position that would require that employee to be directly supervised by an immediate family member. The above provision, however, does not apply, in accordance with statutory provisions, to an immediate family member of an athletic director of a school, which may employ an immediate family member as a coach where he/she is athletic director.

Immediate family members include the person's children, the spouses of the person's children, the person's brothers and their spouses, the person's sisters and their spouses, parents, spouse, and the parents of the person's spouse.

For purposes of this policy, principals shall be considered to directly supervise all programs operated at their school; therefore no immediate family member of any principal shall be employed to work in any program operated at his/her school. Also, any department head shall be considered to directly supervise all operations in the department.

CLASS ASSIGNMENT

The principal shall be responsible for assigning teachers to classes within his/her respective school.

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

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

Approved: November 7, 2006

Revised: June, 2012

Ref: La. Rev. Stat. Ann. §§17:81, 42:1119

Board minutes, 11-7-06, 11-8-12

Grant Parish School Board

FILE: GBG
Cf: GBA, GBD
Cf: GBJ, GBN

PROBATION

TEACHERS

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

CONTRACT APPOINTEES

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

BUS OPERATORS

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

Any school bus operator found unsatisfactory by the School Board at the expiration of the probationary term shall be notified in writing by the School Board that he/she has been discharged or dismissed; in the absence of such notification, such probationary school bus operator shall automatically become a regular and permanent operator in the employ of the School Board. A school bus operator hired on or after July 1, 2012 shall not be eligible to become a regular and permanent operator.

SCHOOL EMPLOYEES

All school employees (those employees who are not teachers or bus operators) shall be placed on a six (6) month probationary basis upon employment. Successful completion of the probationary period shall in no way convey any expectation of continued employment. School employees shall be hired on an *at-will employment basis* and subject to dismissal by the School Board upon the written recommendation of the Superintendent.

Revised: June, 2012

Ref: La. Rev. Stat. Ann. §§17:441, 17:442, 17:492
Board minutes, 11-8-12

Grant Parish School Board

EVALUATION

TEACHERS AND ADMINISTRATORS

The Grant 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 guidelines for *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.

SELECTION OF STATE ASSESSMENT TEACHERS

It is the policy of the Grant Parish School Board, in circumstances where an appropriate experienced teacher is not available in the new teacher's building, to allow the new teacher's principal or immediate supervisor to select an appropriate experienced teacher from an in-parish pool of nominees trained and available for appointment as an assessment teacher.

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: October, 1994

Revised: July, 2014

Revised: January, 1997

Revised: June, 2016

Revised: July, 2012

Ref: La. Rev. Stat. Ann. §§17:3881, 17:3882, 17:3883, 17:3884, 17:3901, 17:3902, 17:3903,
17:3904

Regulations for the Evaluation and Assessment of School Personnel, Bulletin 130, Louisiana
Department of Education

Board minutes, 10-3-96, 10-4-12, 8-5-14, 8-4-16

Grant Parish School Board

FILE: GBJ
Cf: GBA, GBD, GBL

PROMOTION

The Grant Parish School Board shall require, and the Superintendent shall verify that all employees considered for promotion possess the appropriate qualifications and/or certification necessary for the position.

TEACHERS/CERTIFICATED EMPLOYEES

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

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

SUPPORT PERSONNEL

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

Revised: February, 1991

Revised: July, 2012

Revised: July, 2014

Ref: La. Rev. Stat. Ann. §§17:81, 17:444

Sund v. St. Helena Parish School Board, 2005-2473 (La. App.1st Cir. 5/5/06), 935 So. 2d 219
(2006)

Board minutes, 10-4-12, 8-5-14

Grant Parish School Board

FILE: GBK
Cf: GAK, GAMC, GBN

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.

New policy: January 9, 2007

Revised: July, 2014

Revised: July, 2012

Revised: January 10, 2019

Ref: La. Rev. Stat. Ann. §§13:3204, 17:81, 17:81.8, 17:443

Reed v. Orleans Parish School Board, April 30, 1945, 21 So.2d 895

Frazier v. East Baton Rouge Parish School Board, App. 1 Cir. 1961, 128 So.2d 250
Board minutes, 1-9-07, 10-4-12, 8-5-14, 1-10-19

Grant Parish School Board

FILE: GBL
Cf: GBG, GBI, GBJ

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 Grant 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: November, 1985

Revised: June, 2012

Revised: July, 2014

Revised: June, 2016

Ref: La. Rev. Stat. Ann. §§13:3204, 17:82, 17:441, 17:442, 17:443, 17:444, 17:492, 17:493,
17:1213, 17:1217, 17:3881, 17:3882, 17:3883, 17:3884, 17:3901, 17:3902, 17:3903,
17:3904

Board minutes, 11-8-12, 8-5-14, 8-4-16

Grant Parish School Board

PERSONNEL TRANSFER

The Superintendent may transfer any teacher or other employee, including personnel employed as principals and supervisors, from one position, school or grade to another by giving written notice to the teacher or employee of such intention to transfer. Such transfer shall not be for political or personal reasons. No transfers of instructional personnel shall be initiated during the regular school term, except in emergencies or promotional instances where transfers are required to preserve quality instruction.

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

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

VOLUNTARY TRANSFER

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

A teacher transferred to a school or position must be certified and qualified for the position to which transferred. Should a person request reassignment to a lesser position, such personnel, upon reassignment, shall be placed in the salary schedule at the level of the new position.

A teacher or other school employee who has been a victim of physical abuse by any student(s) shall be given the opportunity to transfer to another position for which he/she is certified or otherwise qualified and in which he/she shall not have contact with the student(s), provided there is a position available.

Revised: November, 1985

Revised: July, 2012

Ref: La. Rev. Stat. Ann. §§17:7, 17:81, 17:443
Board minutes, 1-6-11, 10-4-12

Grant Parish School Board

FILE: GBN
Cf: EDDBA, GBA, GBJ
Cf: GBK, GBRA

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 Grant Parish School Board employee shall be dismissed except as provided by state law and this policy.

CRIMINAL OFFENSES

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

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

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

2. An administrator, teacher, or substitute teacher who is found to have submitted fraudulent documentation to the Louisiana Board of Elementary and Secondary Education (BESE) or the Louisiana Department of Education (LDOE) as part of an application for a Louisiana teaching certificate or other teaching authorization.
3. An administrator, teacher, or substitute teacher who is found to have facilitated cheating on any state assessment as determined by BESE.
4. Any other school employee if such employee is convicted of or pleads nolo contendere to crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74.

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

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

ABANDONMENT OF POSITION

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

CERTIFICATED EMPLOYEES

Non-tenured Teachers

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

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

Tenured Teachers

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

Contract Appointees

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

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

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

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

NON-CERTIFICATED EMPLOYEES

Non-Tenured Bus Operators

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

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

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

Tenured Bus Operators

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

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

1. the abolition, discontinuance, or consolidation of routes, but then only if it is found as a fact, based upon a determination by the Superintendent that it is in the best interests of the school system to abolish, discontinue, or consolidate said route or routes. If abolition, discontinuance, or consolidation of bus routes is approved, the principle of seniority shall apply, so that the last school bus operator hired to serve within the school system to be affected shall be the first to be removed.
2. conviction of or plea of nolo contendere to a violation of a parish or municipal ordinance that prohibits operating a vehicle while intoxicated or any of the existing state offenses relative to operating a vehicle while intoxicated, as enumerated in La. Rev. Stat. Ann. §17:493, regardless of whether the violation occurred while performing in his/her official capacity as a school bus operator at the time of the offense.

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

The Superintendent shall have ten (10) calendar days to review the school bus operator's response and to provide written notice to the bus operator of the *interim disciplinary action*, which may include placing the bus operator on paid administrative leave. If the bus operator has been arrested for a violation of any of the following: La. Rev. Stat. Ann. §§14:42 through 14:43.5, §§14:80 through 14:81.5, any other sexual offense affecting minors, any of the crimes provided in La. Rev. Stat. Ann. §15:587.1, or any justified complaint of child abuse or neglect on file in the central registry pursuant to Children's Code Article 615, the administrative leave shall be without pay. Paid administrative leave shall not exceed fifty (50) days from notice of the Superintendent's interim decision.

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

School Employees

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

Revised: November, 1985

Revised: December, 1990

Revised: December, 1992

Revised: November, 2003

Combined with GCN: December, 2006

Revised: April, 2007

Revised: September, 2010

Revised: November, 2011

Revised: June, 2012

Revised: August, 2013

Revised: July, 2014

Revised: March, 2017

Revised: January 10, 2019

Revised: February 4, 2020

Revised: October 4, 2022

Ref: La. Rev. Stat. Ann. §§13:3204, 15:587.1, 17:15, 17:16, 17:81.5, 17:442, 17:443, 17:444, 17:491.3, 17:492, 17:493, 17:493.1, 32:414.2

La. Code of Civil Procedure, Art. 2592

Rousselle v. Plaquemines Parish School Board, 633 So.2d 1235 (La. 2/28/94)

Board minutes, 4-5-07, 12-6-11, 4-10-12, 11-8-12, 10-1-13, 8-5-14, 3-7-17, 1-10-19, 2-4-20, 10-4-22

Grant Parish School Board

FILE: GBNA
Cf: GBI

REDUCTION OF PERSONNEL

It shall be the policy of the Grant Parish School Board to maintain a fair and balanced educational program consistent with the functions and responsibilities of public schools. When faced with circumstances which may necessitate a reduction of personnel greater than can be accomplished through attrition and appropriate reassignment, a reduction of personnel action may be employed. All feasible alternatives to the layoffs of employees shall be considered prior to the implementation of the provisions stated herein. The determination for the need to implement reduction of personnel procedures and all decisions effecting such action shall be made by the Superintendent.

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

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

TEACHERS AND ADMINISTRATORS

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

ALL OTHER EMPLOYEES

Reduction of school employees, including bus operators, who are **not** evaluated pursuant to La. Rev. Stat. Ann. §§17:3881 through 3905, shall be based upon the following criteria:

1. Performance and effectiveness as determined by the Board's personnel evaluation plan.
2. Certification or academic preparation, if applicable.

NOTICE TO INDIVIDUAL EMPLOYEE

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

REVIEW OF INDIVIDUAL TERMINATIONS

Within ten (10) days after receiving a notice of termination, an employee may request, in writing, a review of the action taken and shall receive notice of the results of the review in a timely manner, but no later than ten (10) days after the notice to review is received. The employee shall have the right to pursue a reduction action through the Board's grievance procedures.

SEVERABILITY OF PROVISIONS

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

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

Recoded: December, 2006

Revised: June, 2012

Approved: January 9, 2007

Revised: September, 2012

Ref: La Rev. Stat. Ann. §§17:81, 17:81.4, 17:3881, 17:3882, 17:3883, 17:3884, 17:3901, 17:3902,
17:3903, 17:3904

Board minutes, 12-1-83, 1-9-07, 11-8-12

Grant Parish School Board

FILE: GBO
Cf: GBN

RESIGNATION

The Grant Parish School Board shall require any employee who wishes to terminate his/her employment with the School Board to submit a letter of resignation to the Superintendent or his/her designee. The Superintendent shall accept any letters of resignation on behalf of the School Board and such resignation shall be considered effective upon receipt by the Superintendent.

Any employee who intends to resign after the end of the school session shall be urged to submit his/her letter of resignation as soon as possible.

New policy: July, 2012

Ref: La. Rev. Stat. Ann. §17:81
Board minutes, 10-4-12

Grant Parish School Board

FILE: GBQ

RETIREMENT

It shall be the policy of the Grant Parish School Board to require notice of retirement of all employees who wish to retire. Such retirement shall become effective at the end of the fiscal year or as may be approved by the Superintendent.

All employees shall be required, as a condition of employment, to become members of the retirement system for which they are eligible. Employees shall also be required to officially inform the School Board in writing of their plans to retire.

Revised: April 15, 2021

Ref: La. Rev. Stat. Ann. §§11:133, 11:203, 11:204, 11:701, 11:710, 11:761, 11:778, 11:786,
11:901.37, 11:1002, 11:1141, 17:81, 17:425, 17:1231
Board minutes, 4-15-21

Grant Parish School Board

STAFF RIGHTS AND RESPONSIBILITIES

Personnel of the Grant 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. Continued employment as long as employee renders conscientious and competent service.
7. Discontinuance of employment if incompetent or unwilling to perform service of professional quality or if conduct in the community shows disloyalty to the schools or is unbecoming for teachers.
8. The right of due process in all proceedings and in accordance with state law.

Grant Parish School Board

EMPLOYEE CONDUCT

The Grant 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 Grant 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 School 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 School 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 School Board policy. For instance, without the need of a specific prohibition or warning, a classroom teacher should be aware of the impropriety of certain practices such as leaving students unattended, using profanity or sexually suggestive language, or bringing a firearm onto campus. Such conduct constitutes both incompetence and willful neglect of duty. Such conduct, as well as violation of any state or federal law or School Board policies, 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 School 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 operators, substitute bus operators, or janitor, and shall include all temporary, part-time, and permanent school employees.

Revised: September, 2006
Revised: September, 2008
Revised: November, 2011

Revised: November, 2007
Revised: September, 2009

Ref: 41 USC 8103 (*Drug-Free Workplace Requirements for Federal Grant Recipients*)

La.	Rev.	Stat.	Ann.
§§14:42, 14:42.1, 14:43, 14:43.1, 14:43.2, 14:43.3, 14:43.5, 14:80, 14:80.1, 14:81, 14:81.1, 14:81.1.1, 14:81.2, 14:81.3, 14:81.4, 14:81.5, 17:15, 1			
<u>Sylvester v. Cancienne</u> , 95-0789 (La. App. 1st Cir. 11/9/95), 664 So.2d 1259			
<u>Howard v. West Baton Rouge Parish School Board</u> , 2000-3234 (La. 6/29/01), 793 So.2d 153			
<u>Spurlock v. East Feliciana Parish School Board</u> , 03-1879 (La. App. 1st Cir. 6/25/04), 885 So.2d 1225			
Board minutes, 12-6-07, 11-4-08, 11-5-09, 12-6-11, 4-10-12			

Grant Parish School Board

STAFF MEETINGS

Principals and department heads shall meet monthly with all employees that they are responsible for, updating them on their school's and/or department's utility costs and substitute pay.

Ref: Board minutes, 6-2-94

Grant Parish School Board

FILE: GBRH

PROFESSIONAL LEAVE

The Grant Parish School Board recognizes the value of attending regional and national educational meetings in order to become exposed to new ideas and developments in various areas of public school education. Therefore, the Superintendent or his/her designee may grant professional leave to an employee wishing to attend any educationally related conference, meeting, or convention, if such attendance is considered to be in the best interests of the school district. The Board may pay all or any part of expenses of any personnel whom it may direct to represent it at any such professional or educational meeting or in visitation to another school system. In all such cases, prior approval for said expenses must be given by the Superintendent or his/her designee.

Application and notification to attend a conference or similar educational meeting shall be made in writing and approved as far in advance of the meeting as possible. The written request shall include dates, subjects to be covered, and sponsoring agency.

Employees who request and receive written approval from or are directed by their supervisors to be absent from work assignment to attend a meeting, workshop, or other work related activity, shall indicate *excused absence* on their time-keeping form.

LEAVE FOR STATE BOARD OR COMMISSION

Leave with pay shall be granted any school system employee who is an elected member of the Board of Trustees of the Teachers' Retirement System of Louisiana or the Louisiana School Employees Retirement System, an elected or appointed member of the Louisiana Board of Elementary and Secondary Education (BESE), or an appointed member of any task force, commission, or other advisory body established by BESE so that such employee may attend meetings of the entity and any committees thereof on which the employee serves.

The School Board shall require any employees who may serve on the public entities outlined above to provide notice to the Board of the dates and times of all meetings of the entity and any committees thereof that are scheduled to occur on a regular basis and reasonable notice to the Board of any special or otherwise unscheduled meetings.

Any employee serving on such an entity shall apply in writing for such leave in a timely manner, but in no case less than twenty-four (24) hours prior to the date of the meeting, except in an emergency. The employee shall also be required to submit proper documentation that the leave granted was used for the purposes for which requested. Improper use of said leave may result in reimbursement to the Board of any compensation paid the employee for the leave days taken, and may lead to discipline of the employee up to and including termination.

Approved: November 7, 2006

Ref La. Rev. Stat. Ann. §17:81
Board minutes, 11-7-06

Grant Parish School Board

FILE: GBRHA

SABBATICAL LEAVE

The Superintendent may grant sabbatical leave for the purpose of professional or cultural improvement or for medical leave to all teaching personnel in accordance with statutory provisions. *Teaching personnel* shall include any person employed by the School Board who holds a valid teaching certificate issued by the Louisiana Board of Elementary and Secondary Education and any social worker, school counselor, school nurse, audiologist, educational diagnostician, speech-language pathologist, or school psychologist employed by the School Board who holds the appropriate valid professional ancillary certificate issued by the Louisiana Department of Education.

ELIGIBILITY

Sabbatical leave may be granted on the ratio of two (2) semesters for twelve (12) or more consecutive semesters of active service within the employ of the School Board or one (1) semester for six (6) or more consecutive semesters of such service.

At no time may more than five percent (5%) of the total number of teachers employed in a school system be on leave. Selection of employees among those who qualify for sabbatical leave must be based on years of continuous service and other criteria as specified by statute.

MEDICAL SABBATICAL LEAVE

A teacher may make application for *medical sabbatical leave*, which shall be accompanied by a statement from a licensed physician certifying that the leave is medically necessary.

If the Superintendent, upon review of the application, questions the validity or accuracy of the certification, the Superintendent may require the applicant, as a condition for continued consideration of the application, to be examined by a licensed physician selected by the Superintendent. In such a case, the School Board shall pay all costs of the examination and any tests determined to be necessary. If the physician finds a medical necessity, the leave application shall be granted.

If the physician disagrees with the certification of the physician selected by the applicant, then the Superintendent may require the applicant, as a condition for continued consideration of the application, to be examined by a third licensed appropriate physician whose name appears next in the rotation of physicians on a list established by the local medical society for such purpose and maintained by the School Board. All costs of an examination and any required tests by a third physician shall be paid by the School Board. The opinion of the third physician shall decide the issue.

The opinion of all physicians consulted shall be submitted in the form of a **sworn statement**. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.

SABBATICAL LEAVE FOR PROFESSIONAL OR CULTURAL IMPROVEMENT

Every person on sabbatical leave for the purpose of professional or cultural improvement, shall during each semester of leave, pursue a program of study, earning at least nine (9) undergraduate credit hours, provided such hours directly improve the person's skills and knowledge as a teacher, or six (6) graduate credit hours, or be certified as a full-time student at an institution of higher learning accredited by the respective State Board of Education or territorial board in which such institution is

located. If less than fifteen (15) weeks is spent as specified above, the number of weeks less than fifteen (15) shall be spent in either of the two (2) alternatives specified below:

1. Pursue a program of independent study, research, authorship or investigation which involves an approximately equivalent amount of work and which is *approved by the School Board*.
2. Engage in travel which is so planned as to be of definite educational value and which has been *approved by the School Board*.

Final authority for granting such leave shall rest with Superintendent.

PROCEDURE FOR APPLICATION

1. Application for sabbatical leave shall be made on a form provided by the Superintendent. Applications shall be sent to the Superintendent by registered mail at least sixty (60) days preceding the beginning of the semester of the scholastic year for which leave is requested, except that when a teacher or other professional employee has become sick during a semester and requests medical sabbatical leave, it shall be sufficient if the application is mailed thirty (30) days prior to the date upon which the requested leave is to commence.

The Superintendent shall inform the teacher of the approval or denial of sabbatical leave at least thirty (30) days preceding the beginning of the semester of the school year for which the leave is requested, except that, where a teacher has become sick during a semester and has requested medical sabbatical leave, the Superintendent shall inform the teacher of approval or denial of such leave as soon as possible after receipt of his/her request for leave.

2. Whenever, in accordance with statutory provisions, some of the applications cannot be granted, from among those which would otherwise be granted, those to be granted shall be determined in the following manner:
 - A. Preference in every case shall be given to the applicant who has rendered active service in the school system for the greatest number of consecutive semesters immediately preceding the period for which leave is requested.
 - B. Where any two (2) applicants rank equally in point of continuous service, preference in every case shall be given to the applicant who has rendered service in the school system for the greater total number of semesters.
 - C. Where any two (2) applicants rank equally in both point of continuous service and in point of total service, preference in every case shall be given to the applicant whose date of birth is earlier.
 - D. In cases where all factors are equal, the tie shall be broken by the drawing of lots in the presence of the employees.
3. Applicants whose applications are filed in the first thirty (30) days of the semester shall be given a preference over those who seek medical sabbatical leave under the special provision relating to sickness during a school semester.
4. Every application for sabbatical leave shall specify **all** of the following:
 - A. The period for which leave is requested;

- B. Whether leave is requested for the purpose of professional or cultural improvement, or for the purpose of medical leave;
- C. The precise manner, in so far as possible, in which such leave, if granted, shall be spent;
- D. The semesters spent in active service in the school system from which leave is requested; and
- E. The date of birth of the applicant.

The application shall contain a statement, over the signature of the applicant, that he/she shall agree to comply with all sabbatical leave provisions.

COMPENSATION

A teacher granted sabbatical leave shall be paid compensation at the rate of **sixty-five percent (65%)** of the person's salary at the time the sabbatical leave begins. A teacher on sabbatical leave with pay must continue his/her retirement contribution. Time spent on such leave is considered as active service for retirement purposes.

CONDITIONS OF SABBATICAL

1. Each person granted sabbatical leave, as a condition of the sabbatical leave, shall be prohibited from being employed during the sabbatical leave by any public or private elementary or secondary school in Louisiana or any other state.
2. Every person on *medical sabbatical leave* shall be prohibited from undertaking any gainful employment during such leave unless all of the following conditions are met:
 - A. The teacher can demonstrate that he/she will be working not more than twenty (20) hours a week in a part-time job that he/she has been working for not less than one hundred and twenty (120) days prior to the beginning of such leave.
 - B. The doctor certifying the medical necessity of the leave indicates that such part-time work does not impair the purpose for which the leave is granted.
 - C. The Superintendent authorizes such part-time work.

Violation of the part-time work provisions shall result in the medical sabbatical leave being rescinded.

3. Each person granted sabbatical leave shall sign an agreement or contract as specified with the School Board stipulating that, as a condition of sabbatical leave and in order to be eligible for compensation during such leave, he or she will return to service for one (1) semester for each semester of leave upon completion of the sabbatical leave. Said service shall ordinarily be performed in this School District.

No person who, upon the expiration of his/her sabbatical leave, immediately begins employment with a state-operated educational agency, city, parish, or other local school board, department, school, college or university instead of returning to the school system which granted him/her such leave, shall be required to forfeit that portion of compensation paid to him/her by the State while he/she was on such leave. However, such person shall be required to reimburse the school system any salary paid to him/her by the School Board while he/she was on leave, unless the Superintendent opts to exercise the waiver provision as explained

under *Waiver of Intention to Return to Service Clause* below.

As per statutory requirement, any employee taking sabbatical leave who fails to return to service in this School District upon expiration of the leave as specified above for any reason other than incapacitating illness as certified by two (2) physicians, shall forfeit all salary compensation received during the leave period.

The Superintendent shall have the authority to waive this requirement in accordance with its pre-published criteria, as noted under *Waiver of Intention to Return to Service Clause* below, if he/she deems such to be in the best interest of the School District, provided that such a waiver shall not be of a discriminatory nature against any employee or applicant because of his or her job description, age, race, or sex.

4. An employee on professional sabbatical leave shall observe the above stipulations concerning graduate or undergraduate credit hours to be earned and/or alternatives such as productive research or travel. The Superintendent shall have the authority to require written reports of work done and work to be done at any time during the period of leave. In addition, written reports are required within thirty (30) days after the beginning of each semester of leave and within thirty (30) days after the end of leave.
5. Any employee who fails to comply with statutory provisions may have his/her leave terminated by the Superintendent at any time.
6. Every person on sabbatical leave shall notify the Superintendent of his/her intention to return to work not less than thirty (30) days prior to the beginning of the semester in which he/she expects to return.

An employee who has been granted sabbatical leave shall, upon expiration of the leave, be returned to the same position in the same school held at the time of said sabbatical leave was granted unless otherwise agreed to by the individual.

GUIDELINES FOR WAIVING INTENTION TO RETURN TO SERVICE CLAUSE

The return to service provision, as stated in *Conditions of Sabbatical*, Item 3 above, may be waived by the Superintendent, after careful review and consideration in any of the following instances:

1. Any person whose spouse is transferred out of the parish (job requirement not anticipated before leave) during the time the teacher is on leave or within one (1) year immediately following the termination of such leave (certification must be provided by spouse's employer).
2. Any person who receives a position to the Louisiana Department of Education, to another public school system within the State of Louisiana, or to a state-operated educational agency. In such instances, the person granted sabbatical leave, upon the expiration of leave, shall be permitted to retain that portion of compensation paid by the state while he/she was on leave. However, such person shall be required to reimburse the School Board any compensation paid by the School Board while on leave.
3. Incapacitating illness, as certified by two (2) physicians.
4. Incapacitating illness of member of immediate family (mother, father, sister, brother, husband, wife, child), as certified by two (2) physicians, wherein employee must remain at home to care for said family member, within one year immediately following termination of the sabbatical.

5. Whenever, in the Superintendent's opinion, such a waiver would be in the best interest of the School District.

Revised: March, 1985
Revised: August, 1999
Revised: August, 2003

Revised: September, 2004
Revised: July, 2012
Revised: January 11, 2022

Ref: La. Rev. Stat. Ann. §§11:755, 14:125, 17:1170, 17:1171, 17:1172, 17:1173, 17:1174, 17:1175, 17:1176, 17:1177, 17:1178, 17:1179, 17:1180, 17:1181, 17:1182, 17:1183, 17:1184, 17:1185, 17:1187
Board minutes, 9-4-12, 1-11-22

Grant Parish School Board

FILE: GBRIA

GENERAL LEAVES OF ABSENCE

PERSONAL LEAVE

The Grant Parish School Board shall grant to all teachers and all other employees, except bus operators and 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.

LEAVE WITHOUT PAY

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

At the time leave without pay is granted, the Board may declare that all or certain of such leaves shall not be deemed to interrupt active service for sabbatical leave purposes.

SCHOOL AND DAY CARE CONFERENCE AND ACTIVITIES LEAVE

An employer may grant any employee of the school system leave from work of up to a total of sixteen (16) hours during any twelve (12) month period to attend, observe, or participate in conferences or classroom activities related to the employee's dependent children for whom he/she is the legal guardian that are conducted at the child's school or day care center, if the conferences or classroom activities cannot reasonably be scheduled during the nonwork hours of the employee. An employee who wishes to request such leave shall provide a reasonable notice to the employer prior to the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer.

An employer is not required to pay an employee for any time taken as leave for conferences and school activities. However, an employee shall be permitted to substitute any accrued vacation time or other appropriate paid leave for any leave taken as provided here.

Revised: November, 1993

Ref: La. Rev. Stat. Ann. §§17:1171, 17:1186, 17:1208, 17:1208.1, 23:1015.2

Grant Parish School Board

FILE: GBRIB
Cf: EGAA, GBRIBA, GBRIBB

SICK LEAVE

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

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

For employees hired before December 5, 2000, the chart below shows the number of sick leave days granted per year for various working contracts longer than a 9 month contract.

Complete years of service credit	12 month contract	11 month contract	10½ month contract	10 month contract	9½ month contract
1-3 years	12	11	11	11	10
4-9 years	15	14	13	13	10
10 years and up	18	17	16	15	10

In order for a year of service credit to apply on the scale, the full fiscal year must be worked. Thus, an employee who began his/her 12 month contract in August instead of July 1 would have to work the remainder of the fiscal year, plus three (3) complete 12 month fiscal years before moving to four (4) years on the scale.

For all new employees hired on or after December 5, 2000, nine and one half (9½), ten (10) and ten and one half (10½), eleven (11), and twelve (12) month employees shall be allowed ten (10), eleven (11), twelve (12), and thirteen (13) days credited respectively for use as specified in this policy.

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, school counselor, or school psychologist who holds, as applicable, a valid professional ancillary certificate.

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

CERTIFICATION OF ABSENCE

An employee who is absent for six (6) or more consecutive days shall be required to present a certificate from a physician, physician assistant providing health care services in accordance with Louisiana law, or nurse practitioner providing health care services in accordance with Louisiana law, 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. Weather conditions - hurricane, tornado, snowstorm, flood, accident, when approved by the Superintendent or designee;
2. Jury duty; or
3. 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

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

at the time of injury or disability. The teacher shall be required to present a certificate from a physician certifying such injury or incapacitation.

VESTING OF SICK LEAVE

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

PAYMENT UPON RETIREMENT OR DEATH

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

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

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

Revised: December, 1995
Revised: August, 1999
Revised: May, 2000
Revised: September, 2000
Revised: February, 2001
Revised: August, 2001

Revised: August 2004
Revised: September, 2004
Revised: April, 2007
Revised: September, 2008
Revised: July, 2012
Revised: July, 2014

Revised: February 6, 2018
Revised: December, 2018
Revised: February 2, 2021
Revised: January 11, 2022
Revised: October 4, 2022

Ref: La. Rev. Stat. Ann. §§11:786, 11:788, 14:125, 17:425, 17:425.1, 17:500, 17:500.1, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1, 17:1206.2
Board minutes, 4-4-00, 9-5-00, 12-05-01, 6-29-04, 4-5-07, 6-7-07, 11-4-08, 9-4-12, 11-4-14, 2-6-18, 2-2-21, 1-11-22, 10-4-22

Grant Parish School Board

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:

1. For the birth of the employee's son or daughter or for the placement with the employee of a son or daughter for adoption or foster care, and to care for the newborn or newly placed child;
 - A. Leave shall be taken within the twelve (12) months immediately following the birth or placement;
 - B. In cases where both a husband and wife are employed by the School Board and both are eligible for FMLA leave, the husband and wife shall be limited to a combined total of twelve (12) weeks of FMLA leave for the birth or placement and subsequent care;
2. To care for the employee's spouse, son, daughter, or parent with a *serious health condition*;
3. Because of a *serious health condition* that makes the employee unable to perform one or more of the essential functions of his or her job; and
4. Because of any "qualifying exigency" arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty).

MILITARY CAREGIVER LEAVE

Eligible employees who are the spouse, child, parent, or next of kin of a covered service member are also entitled to up to fourteen (14) workweeks of additional unpaid leave during a single 12-month period (for a total of twenty-six (26) weeks if combined with other FMLA leave) to care for a covered service member who is undergoing medical treatment, recuperation or therapy, is in outpatient status, or is on the temporary disability retired list, for a qualifying *serious injury or illness*. In cases where both a husband and wife are employed by the Grant 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

Ref: 29 USC 2601 (*Family and Medical Leave*) (PL 103-3)
29 CFR 825 (*The Family and Medical Leave Act of 1993–Federal Regulations*)
Board minutes, 9-2-93, 8-7-18

Grant Parish School Board

FILE: GBRIBB
Cf: GBRIB

SICK LEAVE BANK

The Grant Parish School Board recognizes that major illnesses and catastrophic injuries may warrant the need for additional sick leave by an employee. The School 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 School 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.

New policy: July, 2012

Ref: La. Rev. Stat. Ann. §§17:81, 17:500.2, 17:1202, 17:1205, 17:1206.2
La. Civil Code, Art. 1541, Art. 1542, Art. 1833
Board minutes, 9-4-12

Grant Parish School Board

TEMPORARY DISABILITY

A certified or non-certified employee shall be granted a leave of absence without pay in accordance with the provisions contained herein upon verification of temporary disability. Pregnancy is a temporary disability.

1. The employee shall be allowed to continue duties as long as the employee, employee's physician and the Superintendent conclude that duties can be performed effectively, and in the event of disagreement or the employee is dissatisfied, an appeal can be initiated in accordance with policy *GAE, Non-Title IX Complaints and Grievances*.
2. It is the responsibility of the employee to submit a request for leave in writing no less than sixty (60) days before the anticipated date of the leave unless the disability is of an emergency nature. If the employee knows at the beginning of a semester that she will not be able to complete the semester because of pregnancy, she shall notify the principal and the Superintendent.
3. An employee on maternity leave is eligible to be reinstated at the beginning of the next school year subsequent to the birth of the child. Verification by the attending physician that the employee is capable of performing assigned duties shall be submitted to the Superintendent prior to assuming duties.
4. It is the responsibility of the employee to submit a request in writing no less than thirty (30) days before the anticipated date of return.
5. A person granted temporary disability shall be eligible for reinstatement to the position previously held. The employee shall be assigned a position in the section or school if the employee is properly qualified or certified for the assignment. If there is no vacancy for his/her qualifications (certification) he/she shall be assigned a position elsewhere in the district for which proper qualifications (certification) are held.
6. A person granted maternity leave is obligated to accept an assignment offered provided it is within certification and accreditation qualifications; otherwise, this School Board shall assume the employee to have forfeited job rights.
7. Maternity leave shall be cancelled if the person on leave has not requested reinstatement within one (1) calendar year of the date of the beginning of the maternity leave and it shall be this School Board's assumption that the employee's rights of employment shall have been vacated or the employee may be retired in consonance with applicable law.
8. A person adopting a baby shall be eligible for leave and shall notify the Superintendent in writing of the request in sufficient time to allow for the employment of an adequate replacement. The adopters must notify the Superintendent, in writing, of the desire to be reinstated at least thirty (30) days prior to the anticipated date of return. He/she will be assigned in accordance with paragraph 5 above.
9. A conference should be scheduled with the Superintendent by all certified personnel within the first sixty (60) days of pregnancy.

10. Persons granted a temporary disability leave shall retain all accrued benefits.

No benefit shall be payable to an employee because of a disability which results from any of the following:

1. Intentionally self-inflicted;
2. Participation in any unlawful act;
3. Participating in a riot or civil demonstration;
4. Working for another employer other than this district; and,
5. Following a termination date which was determined prior to occurrence of the disability.

Sick leave may be taken because of complications arising from pregnancy, see policy *GBRIB, Sick Leave*.

Ref: U.S. Constitution, Amend. XIV, Sec. 1
Cleveland Board of Education v. Laflour, 414 U. S. 632 (1974)
Geduldig v. Aiello, 417 U. S. 484, 94 S.Ct. 2485 (1974)
La. Rev. Stat. Ann. §§17:1211, 23:334, 23:341, 23:342

Grant Parish School Board

MILITARY LEAVE

ACTIVE DUTY

Any regular employee who is serving in the military service or in the armed forces of the United States shall be granted a leave of absence, without pay, for the period dating from his/her induction, enlistment, enrollment, or call to service. Such leave shall not affect tenure rights acquired prior thereto.

In times of military crisis, and when approved by the School Board, the School Board shall pay to employees who have been called up and deployed to active military duty the difference in the employee's regular salary and the military pay received during active duty only. If a reduction in pay occurs while serving on active duty, the difference in earning between military pay received while on active duty and the salary the employee would have received in their regular position, then the School Board shall provide such difference in pay. It is the responsibility of the employee's to provide the School Board with proper documentation attesting to military orders and the military pay to be received.

RESERVE, NATIONAL GUARD, OR SIMILAR DUTY

All employees of the School Board who are members of the Officers' Reserve Corps of the Army of the United States, the National Guard of the United States, the Naval Reserve Corps, the Marine Corps Reserve, the Air Force Reserve, the Citizens' Military Training Corps, or the Civil Air Patrol, either as officers or enlisted persons, are entitled to a leave of absence without loss of pay, time, annual leave, or efficiency rating, on all days which they are ordered to duty with troops, or at field experiences, or for instruction, not to exceed fifteen (15) days in any one calendar year, and when relieved from duty, are to be restored to the positions held by them when ordered to duty.

As professional educators interested in maintaining excellence in the educational system, it is expected that all teachers shall make every possible effort to schedule such military leaves during vacation periods. This effort shall be considered as one of the specified duties of all teachers.

Such leave in excess of fifteen (15) days in any one calendar year shall be leave without pay, unless the employee or teacher affected applies for, qualifies for, and is granted one of the other forms of leave provided by the School Board.

Revised: October 4, 2022

Ref: 38 USC 4301-4333 (*Employment and Re-employment Rights of Members of the Uniformed Services*)
La. Rev. Stat. Ann. §17:1215, 29:401, 29:402, 29:403, 29:404, 29:405, 29:406, 29:407, 29:410, 42:394, 42:401, 42:402, 42:403
Board minutes, 10-4-22

Grant Parish School Board

FILE: GBRIF

BEREAVEMENT LEAVE

The Grant Parish School Board shall grant to all employees two (2) days absence for the bereavement of an immediate family member. *Immediate family members* shall include the spouse, 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).

These two (2) days shall be granted as used and upon submitting proper documentation (death certificate or obituary). The two (2) days of bereavement leave shall not be cumulative or payable upon the death or retirement of the employee. Bereavement leave shall not be charged or deducted from current and/or accumulated sick leave. Any additional days (up to three (3) days) of bereavement shall be charged and deducted from current and/or accumulated sick leave.

New policy: April, 2007

Ref: La. Rev. Stat. Ann. §17:81
Board minutes, 4-5-07, 6-7-07

Grant Parish School Board

JURY DUTY OR SUBPOENAS

Any employee called to jury duty shall be granted a leave of absence for a period of time required for such jury duty. Such leave will be granted without loss of sick, emergency, or personal leave or any other benefit.

For the period of time during which he/she serves on a jury, the employee shall be paid the difference between his/her regular salary and the amount he/she receives as a juror. The employee shall be responsible for reporting such salary differences to the Superintendent. These provisions will apply to cases where subpoenas and other court orders must be obeyed by the employee.

Grant Parish School Board

FILE: GBRJ
Cf: GBD

SUBSTITUTE PERSONNEL

TEACHERS

The Grant 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. After a certified teacher has substituted for a teacher in the same position for twenty (20) consecutive days, upon the recommendation of the school principal and the Superintendent, the Grant Parish School Board may change the amount paid to this substitute to the appropriate daily rate of pay commensurate with the substitute's degree and years of experience.

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.

SUPPORT PERSONNEL

The Grant Parish 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.

Bus Operators

The Transportation Supervisor shall maintain a qualified substitute bus operator list. The substitute bus operator list shall be updated as changes occur.

A substitute bus operator may only be used as a temporary resource until a permanent operator can be appointed to a route. A substitute operator may not drive a route for a period that exceeds the end of the school year during which the operator began driving the route

A substitute bus operator who accepts a route and then elects not to accept the job, shall lose his/her seniority and be moved to the bottom of the list.

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.

Revised: October, 1997

Revised: June, 1998

Revised: April, 2004

Combined with GCRJ: December, 2006

Revised: July, 2012

Revised: September, 2014

Ref: La. Rev. Stat. Ann. §§11:710, 17:81, 17:84, 17:419.3, 17:493.1, 17:500, 17:1212, 17:1213, 17:1216, 17:1217

Board minutes, 2-3-04, 10-4-12, 11-4-14

Grant Parish School Board

FILE: GBRK

ANNUAL LEAVE

Annual leave shall be earned by each active employee who has a regular twelve (12) month service assignment (260 days), except that no employee shall earn annual leave if any part of their twelve (12) month employment was outside their original field of service.

The earning of such leave shall be based on the following:

1. Less than three (3) years of service in a twelve (12) month employment (.83) of a day or any fraction thereof for each completed month of service. (10 days annually)
2. Three (3) years but less than ten (10) years of service in a twelve (12) month employment - one (1) day or any fraction thereof for each completed month of service. (12 days annually)
3. Ten (10) or more years of service in a twelve (12) month employment one and one-fourth (13) days or any fraction thereof for each completed month of service. (15 days annually)

Accrued unused annual leave earned by an employee shall be capped at a maximum of thirty (30) days.

The minimum charge to annual leave records shall not be less than one-half day.

Non-active employees on any other type of leave shall not earn annual leave.

Any unused annual leave at the time of separation (termination, resignation, retirement, entrance into DROP, or death) shall be paid to the employee or his/her heirs 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 separation, whichever occurs first at the employee's daily rate of pay.

Annual leave must be applied for by the employee at least five (5) working days prior to use of such leave to the Superintendent or his/her designee. This time requirement may be waived in extenuating circumstances. This scheduling of such leave must be in the best interest of the system.

The provisions of this policy shall become effective July 1, 2001.

Revised: November, 2001

Revised: November, 2003

Ref: La. Rev. Stat. Ann. §§11:754, 11:786, 11:788, 17:81, 23:631
Board minutes, 12-5-00

Grant Parish School Board

FILE: GBRL

HOLIDAYS

A central office calendar shall be set by the Superintendent and approved by the Grant Parish School Board and shall establish the holiday schedule for all personnel in addition to those included in the adoption of a school calendar. (July 1st to June 30th of each year). Whenever a holiday falls on a Saturday or Sunday, the School Board may declare that the holiday be observed on the preceding Friday or following Monday, respectively.

General election day shall be designated by each school system as a holiday every four (4) years for the presidential election. The first Tuesday after the first Monday in November in even-numbered years where the parish governing body has established a polling place at a public school shall also be designated as a holiday.

Revised: September, 2001

Revised: September, 2004

Revised: February 4, 2020

Ref: La. Rev. Stat. Ann. §§1:55, 17:81

Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of Education

Board minutes, 12-5-00, 6-21-01, 2-4-20

Grant Parish School Board

CODE OF ETHICS

The Code of Ethics is based upon the broad assumption that each Louisiana educator shall seek to establish an environment and educational program that will facilitate the development of the full potential of each student; that each educator shall discharge assigned responsibilities toward students, colleagues, parents, and the community through standard professional practices and ethical conduct; and that the daily conduct and performance of Louisiana educators shall reflect high standards of professional commitment and preparation.

I. PROFESSIONAL PERFORMANCE

In fulfilling obligation to professional performance, the Louisiana educator:

1. Shall, when he/she seeks, accepts, offers, or assigns a position on the basis of professional preparation and certification, meet the terms of such contract, appointment, or assignment.
2. Shall demonstrate emotional stability, physical adequacy, and social sensitivity appropriate to assigned professional responsibilities.
3. Shall demonstrate the ability to organize, manage, and perform instructional or administrative tasks pertinent to the objectives of the position assigned.
4. Shall comply with all applicable local and state board policies and regulations and with legislative mandates.
5. Shall demonstrate personal interest and effort in continual professional improvement.

II. PROFESSIONAL CONDUCT

In fulfilling obligation to professional conduct, the Louisiana educator:

1. Shall avoid use of professional position or privilege in any manner that would constitute conflict of interest.
2. Shall demonstrate honesty and integrity in relation to school finances, students, colleagues, and all other areas of educational responsibility or privilege.
3. Shall represent fairly and interpret accurately official policies of the state, a parish, or educational unit when making public statements.

III. PROFESSIONAL CONDUCT TOWARD COLLEAGUES

In fulfilling obligation to professional conduct toward colleagues, the Louisiana educator:

1. Shall refrain from making false or malicious statements about a colleague or a school system.

2. Shall withhold confidential information about a colleague unless such information would serve a compelling professional purpose or is legally mandated.
3. Shall follow Louisiana Statutes, official school board policies, and other applicable regulations in all matters relating to certification, employment, assignment of duties, tenure, and termination.
4. Shall, when responding to professional inquiry, provide only objective, accurate, and fair statements that are relevant to the inquiry.
5. Shall avoid intentional exposure of colleagues to harassment, embarrassment, or ridicule.

IV. PROFESSIONAL CONDUCT TOWARD STUDENTS

In fulfilling obligation to professional conduct toward student, the Louisiana educator:

1. Shall view professional responsibility to students as a matter of public trust and shall work diligently to help each student realize his/her potential for effective citizenship.
2. Shall abstain from intentional exposure of students to harassment, embarrassment, or ridicule.
3. Shall deal fairly with each student and shall consistently resolve difficult situations according to school board policy and to law.
4. Shall disclose confidential information about a student solely for professional purposes or as required by law.
5. Shall provide the best possible learning environment and shall make reasonable effort to protect students from danger to health and safety.

V. PROFESSIONAL CONDUCT TOWARD PARENTS AND COMMUNITY

In fulfilling obligation to professional conduct toward parents and community, the Louisiana educator:

1. Shall fulfill normal citizenship responsibility in the community through cooperation with parents and others seeking to improve public schools in the community.
2. Shall avoid interference with any individual's exercise of political or other citizenship rights and responsibilities.
3. Shall seek diligently to communicate with parents regarding progress, needs, and welfare of students.
4. Shall seek to understand and empathize with various cultures and home environments and shall endeavor to relate these circumstances to needs of students in the schools,

5. Shall be prepared to interpret the program of the school to the community through a positive role in school public relations.

Ref: Board of Elementary and Secondary Education, March, 1983
Board minutes, 5-5-83

Grant Parish School Board

FILE: EGAA
Cf: GBRIB

WORKERS' COMPENSATION

The Grant Parish School Board shall authorize and direct the Superintendent to ensure workers' compensation coverage for its employees. Employees injured while acting in their official capacity shall be entitled to appropriate workers' compensation benefits prescribed under state statutes for the period of time while injured. Any employee reporting an injury or incapacitation due to a work-related accident shall be required to submit proper certification of the injury and/or incapacitation from a licensed physician.

At the time of employment, all employees shall be required to complete a questionnaire about their health and any previous accidents, injuries, or workers' compensation claims submitted, which shall be maintained in the employee's personnel file.

REPORTING OF ACCIDENTS

Should an accident occur to an employee while in the course of his/her duties, the employee shall immediately notify his/her supervisor. Once reported, a detailed report shall be submitted by the employee's supervisor to the Superintendent or designee immediately following the accident. Additional written commentary about the accident may also be required from the employee's supervisor. Periodic medical exams and subsequent reports verifying prolonged disability may be required as needed.

Immediately following any accident, whether or not injury occurs, the administrator of the school or facility shall file form LWC-WC IA-1 (*Louisiana Workforce Commission, Workers' Compensation - First Report of Injury or Illness*). Form LWC-WC IA-1 must be remitted to the Superintendent or designee.

BENEFITS

Employees injured while on official school business are entitled to applicable workers' compensation benefits in accordance with state law. Workers' compensation benefits are generally paid in accordance with the following:

1. Weekly workers' compensation wage benefits do not begin until an employee has been disabled for more than one week (7 calendar days). If the employee is absent for two (2) weeks or longer, he/she is entitled to receive wage benefits for the first week of that disability.
2. As a general rule, an employee's weekly wage benefits under workers' compensation can be calculated by dividing his/her annual salary by 52 weeks and multiplying by 66 $\frac{2}{3}$ %, up to the maximum average weekly wage (AWW) calculated by the State each year.
3. Sick leave benefits may be used to supplement workers' compensation benefits but only up to 100% of the *teacher's* salary at the time of injury. If a *teacher* chooses to utilize current and accumulated sick leave benefits, his/her balance of current and accumulated sick leave days will be reduced by the corresponding percentage of the teacher's salary paid for with sick leave benefits.

If an employee who has chosen to simultaneously receive both workers' compensation wage

benefits and current and accumulated sick leave benefits exhausts all sick leave days, he/she shall thereafter receive only workers' compensation wage benefits.

ALCOHOL AND DRUG USE

No workers' compensation benefits shall be allowed for an injury caused by the injured employee's intoxication at the time of injury.

In order to support a finding of intoxication due to alcohol or drug use, the School Board shall have the right to administer drug and alcohol testing or demand that the employee submit to drug and alcohol testing immediately after the alleged job accident. If the results of the drug test are positive, or the alcohol tests show blood alcohol equal to or greater than the limits outlined in state law, the employee shall be considered intoxicated, in which case the employee shall not be entitled to any workers' compensation benefits.

If the employee refuses to submit to drug and alcohol testing immediately after the accident, then it shall be presumed that the employee was intoxicated at the time of the accident, in which case the employee shall not be entitled to any workers' compensation benefits.

All drug and alcohol testing shall be in accordance with state law and School Board policy (see procedures in policy *GAMEB, Transportation Employee Drug Testing*).

LOSS CONTROL

The School Board, recognizing the potential severity of on-the-job injuries and its costs to the school system and employees, shall require the Superintendent to maintain an aggressive loss control program aimed at reducing and controlling risks of personal injury to employees and property damage to School Board facilities. The loss control program shall assure compliance with all safety and health laws, ordinances, and regulations that apply to the work place.

Loss Prevention

The principal and the injured employee's immediate supervisor shall investigate all accidents. The principal shall follow up with the supervisor in a timely manner to assure corrective measure(s) have been taken.

SETTLEMENT OF CLAIMS

The Superintendent shall be authorized to settle workers' compensation claims after consultation with School Board counsel and the third-party claims administrator.

Revised: April, 2006

Revised: August 6, 2019

Revised: August, 2006

Revised: October 1, 2019

Revised: May, 2013

Revised: January 14, 2020

Revised: June, 2014

Ref: La. Rev. Stat. Ann. §§17:1201, 23:1021, 23:1031, 23:1034, 23:1081, 23:1121, 23:1124, 23:1201, 23:1208.1, 23:1224

Israel v. Gray Ins. Co., 720 So2d 803 (98-525 La. App.3 Cir. 10/28/98)

Board minutes, 4-4-06, 6-8-06, 8-3-06, 7-1-14, 8-6-19, 10-1-19, 1-14-20

Grant Parish School Board

FILE: DJC
Cf: GBA, GBAA

PAYROLL PROCEDURES

Salaries for professional personnel shall be paid according to the salary schedule established by the State plus added increments approved by the Grant Parish School Board. All other employees shall be paid according to a salary schedule formulated by the School Board. Such a schedule shall take into consideration skill level and years of experience.

PAYDAY SCHEDULES

The salaries of all permanent employees shall be distributed over twelve (12) months, regardless of whether they work 9, 10, 11 or 12 months. The pay period for regular employees shall be the first working day of each calendar month to the last day of the calendar month. Payroll shall be issued in twelve (12) equal installments, and distributed on the twenty-fifth (25th) day of each month, unless the 25th falls on a Saturday, Sunday, or holiday. If a pay day falls on or during a school holiday or weekend, employees shall receive their pay on the work day preceding the holiday or weekend, or when state funding is released. Employees who join the school system during the school year shall have their salaries pro-rated accordingly.

Effective January 1, 2001, all employees hired shall receive payment by direct deposit. Employees shall have their payment credited directly to their bank account on the scheduled payday. It is the employee's responsibility to complete the *Authorization for Electronic Deposit form*, attach a voided check, or deposit slip, and/or provide any other needed deposit information to the business department. The employee shall immediately notify the business department of any changes in account status. Instead of a pay stub, the employee will receive a Direct Deposit Advice that has the normal payroll information on it (i.e. withholding information, etc.).

Substitute payroll will be on the 20th of each month or the last work day preceding the 20th. All documentation for substitute payroll must be received by the business department within three (3) days of the close of the prior month.

Stipends and miscellaneous payroll will be on the 15th of each month or the last work day preceding the 15th. All documentation for miscellaneous payroll must be received by the business department within three (3) days of the close of the prior month.

Lost Checks/Incorrect Deposit Instructions

If a check was lost as a result of the employee failing to notify the central office of a change of address or other employee negligence, or lost by a postal system, the employee shall receive a replacement check within the next five (5) working days. If there was an administrative error, the employee shall receive an immediate correction.

TEACHERS SEPARATING

Teachers separating from Grant Parish at the close of the school may request in writing that they receive full payment for their services. Otherwise, they shall continue to receive their payment on a monthly basis during June, July, and August.

Teachers separating from the school system during the school year shall receive payment in full for their services.

New policy: November, 2008
Revised: September, 2010

Revised: August 6, 2019
Revised: February 7, 2023

Ref: La. Rev. Stat. Ann. §17:81
Board minutes, 11-4-08, 9-2-10, 3-1-11, 8-6-19, 2-7-23

Grant Parish School Board

(PENDING)

Grant Parish School Board

Internet Safety and Technology Policy

Scope of This Policy

This policy is in addition to any other Grant Parish School Board policies currently in place. It does not take the place of or wholly supersede any previous policy. Portions of this policy that conflicts with previous policies supersede only the conflicting portion of the previous policy.

Internet Protection Measure

A technology protection measure is a hardware and/or software technology that restricts or filters access to specific areas or sites on the Internet. It provides a measure of protection against access by minors or adults to Internet resources that are obscene, contain child pornography, contain material harmful to minors (with respect to Internet access by minors), or are otherwise inappropriate in an educational environment. Grant Parish School District has had an Internet protection measure in place since 1999. The District uses various products which utilize blocking, scanning technology whereby specific Internet sites are included in a list of blocked sites and access to these sites is blocked. At the minimum, the blocked site list is updated daily.. All Internet access in the District is filtered by multiple applications/software. While the filter is very effective in blocking inappropriate content, the Internet is a rapidly expanding resource and no filtering or blocking technology is 100% effective. 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.

As a matter of policy, all Internet access from within Grant Parish School District will be filtered. There is no exception to this policy for students. In the case of Internet access by minors, the filtering mechanism may not be disabled for any reason. Certain employees, based upon their job, may be unfiltered with approval by and request of the Superintendent.

If a person feels an Internet site has been blocked in error, a written request from the school or central office department head must be submitted to the Technology Department who will review the site in question. If it is deemed that the site is wrongly blocked, the site will be opened. If there is any question about the appropriateness of the site, the Technology Department will make a recommendation to the Superintendent for a final decision.

Access by Minors to Inappropriate Material in the Internet and World Wide Web

The Internet is a vast and invaluable educational resource. However, in a worldwide network, there exists a small amount of information that is not appropriate for minors or an educational setting. Active measures such as filtering Internet access have been taken to minimize the chance of access by minors to these inappropriate materials. Additionally, as in other school matters, student use of the Internet will be supervised by school staff to reduce the chance a

student will access inappropriate material. In order to educate students on appropriate use of the District system and the Internet, personnel who are responsible for supervising student access to the District's system will provide information to students emphasizing ethical and appropriate use of these resources.

Safety and security of minors when using electronic mail, chat or other direct communications

Due to the problems involved with providing adequate supervision of electronic communications, student email accounts will not be issued by Grant Parish School Board for grades PK-9th. Accounts may be issued for sophomores, juniors and seniors to assist with college applications, etc. Additionally, two-way, real-time electronic communication technologies such as Internet-based instant messaging and Internet chat between students will not be allowed within the District. Furthermore, the participation by students in asynchronous electronic forums or bulletin boards that are not exclusively of educational nature is prohibited. The exception to this is pre-approved, temporary access to such technologies for a specific educational need. Such usage must have prior written approval from the Technology Department and will be granted on a temporary basis. Written requests for access to these technologies from the school principal or central office department head must be submitted to the Technology Department for written approval. If there is a question about the appropriateness of the access, the Technology Department will make a recommendation to the Superintendent for a final decision.

Hacking, Vandalism, and Unauthorized Access

Malicious attempts to harm, deface, degrade, or destroy District equipment, software, or data or the data of another user or system to which the District network is connected is strictly prohibited. Such action includes but is not limited to intentionally uploading or creating computer viruses, "hacking" of websites, or intentionally degrading or disrupting system performance. Additionally, attempting to log on to the system by using another person's password or attempting to access District resources, or those resources connected to the District network, for which the user does not have permissions or rights is prohibited. These actions will be viewed as violations of District guidelines and policy and, possibly, as criminal activity under applicable state and federal laws.

Unauthorized disclosure of personal information

Unauthorized disclosure, use, and dissemination of personal identification information regarding minors are prohibited. Requests for account usernames and passwords will never be requested via email and any such requests should be regarded as unauthorized and should be immediately reported to the school principal or department head. Requests for personal information regarding students or staff should not be honored via email. Such requests should always occur by means of personal contact. All Board policies, state, and federal laws should be followed when a request for personal information of any sort is made.

Measures Restricting Access by Minors to Inappropriate Materials

The safety and protection of students while using the Internet or District network resources is of primary importance. Therefore, active measures will be taken to restrict, to the maximum extent reasonably possible, students' access to inappropriate material on the Internet and District network. The first of these measures is the filtering of all Internet access in the District as described above. As noted before, no filtering system is perfect and cannot substitute for staff supervision of student Internet use. As noted above, forms of electronic direct, real-time communication such as instant messaging and Internet chat are very difficult to supervise and the instant nature of the communication increases the danger that inappropriate messages will be sent or received. Because of the difficulty in supervising this type of communication, it is prohibited as outlined above.

Email and General Technology Guidelines

- Email, web access, and other electronic communications should not be considered private. While it is a violation of policy for a user or student to attempt to gain access to information for which they do not have authorization, authorized staff may monitor or examine email, file folders, and communications to maintain system integrity, to insure users are using the system responsibly, or for any other reasonable purpose.
- The hardware, software, and networks that the Grant Parish School Board operates on have been purchased with public funds. For this reason, it should not be considered a private, personal form of communication. Authorized staff may actively monitor email or other electronic communications, web site usage, searches. The contents of any communication of this type would be governed by any applicable public records law.
- District computers, software, networks, and Internet access are provided to support the administrative and instructional functions of Grant Parish School Board. These resources are to be used primarily for education/ curriculum related purposes. Incidental personal use of district technology resources or equipment must not interfere with the employee's job performance or student learning. Additionally, such use must not violate this or any other Board policy, must not damage the district's hardware, software, or networks, or significantly degrade the quality of service of the District's technology resources.
- Personal information on any staff member or student shall not be released by email.
- All users must follow existing copyright laws and restrictions regarding computer software and must not use District computer systems to violate any software license agreement, or any applicable federal, state, or local laws.
- All web pages, or electronic publications created by any organization, staff, student, or other person that are housed or created on the District's computer systems will be subject to treatment as district-sponsored publications. Therefore, the district reserves the right to exercise editorial control over the content of these web pages or publications. Only content that supports the administrative, instructional, or other legitimate mission of the school or department will be allowed on District websites. Additionally, no web page/ social media platform that represents any school, department, organization, or person of the Grant Parish School Board will be linked to the official GPSB website without permission of the Technology Department.

- District web pages or publications are not considered to be open, public forums. No such public forum may be created on any district web site to receive input from the public on any issue, educational or otherwise. District websites/ social media platforms shall be considered closed forums and shall be used only to transmit information to the public.
- District sponsored web sites may contain links to web sites that are outside of the District site. While district personnel will make every reasonable effort to research links for appropriateness, these third party sites are not under the control of the District and Grant Parish School District is not responsible for the contents of any linked site, any link contained within the linked site, or any changes or update to the linked site that may change its appropriateness. These links are provided as a convenience to users and their inclusion does not imply endorsement of these sites by Grant Parish School Board.
- Students bringing obscene, vulgar, pornographic, racist, gang-related, hate, or other inappropriate material into the District's electronic environment are subject to applicable District policies and federal, state, or local laws. Appropriate disciplinary action or criminal charges may be applied to such actions. Staff members who knowingly bring obscene, vulgar, pornographic, racist, gang-related, hate, or other inappropriate material into the District's electronic environment will be subject to disciplinary action or charges in accordance with District policies or federal, state, and local laws.
- Games and other software that is not of specific educational or administrative nature shall not be placed on any District computer. All software that is installed on District computers must be for a specific educational or administrative purpose. Acceptable educational games must be primarily marketed for instructional purposes. Games that are not particularly designed for or marketed specifically to the education market are not allowed on District computers. Educational software must address a benchmark, standard, or lesson plan. Excluded from this are programs that are packaged with computer operating systems, utility programs such as anti-virus software, or utility software that enhances access to a computer's resources such as multimedia utility software. If there is a question about the appropriateness of a particular software title, a request in writing should be made to the Technology Department.

Violation of Policy

In the case of students, the violation of any policy may result in the cancellation of user privileges and/or disciplinary action including expulsion or suspension. In the case of staff, the violation of any policy may result in the cancellation of user privileges and/or disciplinary action in accordance with tenure laws and due process provisions. Such acts may also result in criminal prosecution under applicable state and federal laws. In the case where such actions result in the District incurring costs to restore the network system, hardware, software, or data, the Board will require restitution for restoration costs.



Grant Parish School Board Employee Acceptable Use of Technology Resources Agreement

The Grant Parish School District (GPSB) recognizes the role of educational technologies in stimulating innovative approaches to teaching and learning and shifting the way educators and students access and transmit information, share ideas, and contact others. In addition, technology is a key component in transacting the business of the system and Board. The connection of schools and offices to the global online community brings new opportunities as well as responsibilities.

Acceptable use of these technology resources shall be consistent with the philosophy, goals and objectives of the School Board. *Terms and Conditions* within the district's *Acceptable Use of Technology Resources Agreement* are provided so that all employees are aware of the responsibilities they will assume when using GPSB resources. Responsibilities include efficient, ethical, and legal utilization of the district's technology resources. Each employee shall sign the *Acceptable Use of Technology Resources Agreement*. The signature shall be legally binding and will indicate that he/she has read the agreement carefully and agrees to abide by all terms and conditions.

Technology resources, as used herein, may include, but shall not be limited to, the following: Internet access, wired and wireless network, servers, cloud services, content filter, desktop computers, mobile computers (laptop, iPad, Chromebook), email, videoconferencing capabilities, electronic files, online collaboration capabilities, and numerous instructional resources delivered with computer technology.

TERMS AND CONDITIONS OF USE

The School District does not allow the use of technology resources for any illegal or inappropriate activities and shall not be responsible for such use by employees. The School District expects all users of district technology resources to apply them in appropriate ways for the performance of responsibilities associated with their positions and assignments. The following regulations, terms, and conditions for the use of technology resources shall not be all-inclusive, but only representative and illustrative. An employee who commits an act of misconduct or inappropriateness which is not listed may also be subject to disciplinary action. All users, including employees, students, or any other user of school district technology resources shall abide by all policies of the School Board and any applicable administrative regulations and procedures.

- **Accountability**

- a. Employee shall be accountable for the proper use and care of technology resources and for the repair or replacement of willfully or negligently damaged equipment.
- b. Employee shall appropriately supervise and monitor all students to ensure proper use of technology resources in his/her classroom.

- **Access and Use of Content/Resources**

- a. Employee use of technology resources shall be reserved for educational purposes and the conducting of business aspects of the school system. Educational purposes include classroom activities and assignments, directed student research, interpersonal communication, professional development, collaborative projects, and dissemination of successful educational practices, methods, and materials.
- b. Employee shall not use GPSB's technology resources for activities such as online shopping, listening to online radio stations, viewing streaming videos, downloading large files, gaming, and watching movies unless such activity is part of the curriculum or job responsibility as directed by appropriate authorities.
- c. Employees shall not store any personal information (e.g. personal pictures, personal files, etc.) on any district-owned computer or server.
- d. Employee materials or files, such as, but not limited to, lesson plans, schedules, letters, memos, documents, programs, spreadsheets, databases, and/or presentations created using district resources, or during periods for which the employee is compensated by the School Board become the intellectual

property of the district. All files stored on the network shall be treated as district property subject to control and inspection by authorized district personnel.

- e. Employee shall respect copyright materials and other intellectual property. Employee may not duplicate, copy, or distribute electronic resources without the appropriate permission, documentation, or citation.
- f. Employee shall not download or install copyrighted software from any source on any school device. Any software not created by the user shall be considered copyrighted.
- g. Employee shall use GPSB-provided email account for educational purposes and school-related communication. Employee shall be responsible for the content of email messages in his/her account. Email communication is not a confidential medium for transmitting information and should be viewed as public in nature. An IT system administrator may review communications to maintain integrity system-wide and ensure that staff members are using the system responsibly.
- h. Employee shall not allow others to have access to or use his/her email account.
- i. Employee email account shall not be readily accessible by others.
- j. Employee shall not post or forward email "chain letters" or send annoying or unnecessary messages to others.
- k. Employee will not use district email to mass email and "spam" any users (internal or external) with unauthorized communications or solicitations.
- l. Employee will subscribe only to high-quality discussion group mail lists that are relevant to educational or professional development activities.

- **Illegal Activities**

- a. Employee shall not attempt to gain unauthorized access to or "hack" into the district's network, any computer system through the district's network, or go beyond employee authorized access. This includes attempting to access, alter and/or delete another person's account or files.
- b. Employee shall not tamper with hardware and/or software and/or make deliberate attempts to disrupt the computer system performance or destroy data by spreading computer viruses or by any other means.
- c. Employee will not use GPSB's technology resources to transmit any material or to engage in any illegal activity in violation of any national, state, or local law.
- d. Employee shall not use GPSB technology resources for commercial, political, or religious purposes, or for personal or financial gain, fraud, or to engage in any other illegal acts.
- e. Employee will not use GPSB's technology resources to participate in cyberbullying. Cyberbullying includes sending, posting, or sharing negative, harmful, false, or mean content about someone else. Cyberbullying can include sharing personal or private information about someone else causing embarrassment or humiliation.
- f. Employee will not attempt to impersonate another individual or organization using GPSB technology resources for any reason (i.e. "Phishing" or "Spoofing").
- g. Employee shall not install any unauthorized or unlicensed school district software on his/her personal computer.

- **Inappropriate Language/Content**

- a. Employee will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, unprofessional, or disrespectful language in any electronic format using GPSB's technology resources. This includes personal attacks or harassment of another person.
- b. Employee shall not use GPSB's technology resources to access and/or display obscene, profane, lewd, vulgar, rude, inflammatory, threatening, harmful, unprofessional or disrespectful content in any electronic form including audio, images, video and text.
- c. Employee shall not post information in any electronic format that could cause damage, pose a danger of disruption, or incite confusion or panic, or may result in a disruption of the educational process of the district or school.
- d. Employee shall not attempt to remove, modify, or bypass district content filters, security systems, software, and/or configurations installed in order to access inappropriate content.

- e. Employee shall immediately report to school administration any website inadvertently accessed with inappropriate content. Note: GPSB, in compliance with the *Children's Internet Protection Act*, will use its best effort to block content as described above; however, given the ever-changing nature of the Internet, there is no filtering system that is capable of blocking 100% of the objectionable material available on the Internet.

- **Personal Privacy**

- a. Employee shall have no expectation of privacy in their use of GPSB's technology resources. Employee use of the technology resources will be monitored, accessed, reviewed and retained. Illegal activity will be reported to appropriate authorities.
- b. Files or programs stored on a computer, server, or external drive that are in violation of this agreement may be removed by an IT system administrator without notice.
- c. Employee's network activity and/or data stored on the district's system including but not limited to a district computer, is a matter of public record.

- **Security**

- a. Employee shall be responsible for maintaining the confidentiality of passwords. Under no condition should the employee give his/her password to others nor post the password in written form to be viewed by others. Likewise, using another person's credentials to gain access is not permitted.
- b. Employee shall not allow others to have access to or use his/her accounts including, but not limited to, computer login credentials, email, district software accounts.
- c. Employee shall log off or lock user account anytime the device is not in use to prevent unauthorized access.
- d. Employee shall immediately notify district technology department authorities if a possible security problem is detected. Employee shall not search for security problems, attempt to circumvent security safeguards or in any way gain unauthorized access to any system or files.
- e. Employee is responsible for maintaining up-to-date antivirus software, provided by the district, on all devices in his/her charge. Employee must notify an IT system administrator immediately if computer(s) is not automatically updating. Employee may not remove, disable, or replace district antivirus solution for any reason.
- f. Employee may only use memory storage devices (i.e. external hard drives, flash drives, etc.) that have been scanned and found to be free of viruses.
- g. Employee shall not download, install, or execute programs from the Internet and/or external devices without permission from an IT system administrator.
- h. Employee shall not attach any device to the network. This includes personal devices and school purchased technologies acquired without approval from the district technology department. Devices may include but are not limited to computers, laptops, Chromebooks, printers, wireless routers. Authorized district level IT staff has the right to confiscate any personally-owned devices.
- i. Employee should not open or distribute files or programs of unknown or untrusted origin.
- j. Employee is expected to take reasonable safeguards against the transmission of security threats over network resources.
- k. Employee shall not use technology resources for unauthorized disclosure of personal or student information protected by Family Education Rights and Privacy Act and/or La. Rev. Stat. Ann. §17:3914, for inappropriate contact with an employee or student, or for use and/or dissemination of personal identification or confidential information regarding any student or employee. With proper permission from the Superintendent or his/her designee, an employee may send selected information in an encrypted form.
- l. Employee activity and files residing on GPSB's technology resources will be treated as district property subject to control, inspection, and/or search by an IT system administrator.
- m. Employee is responsible for immediately reporting the improper use of district's technology resources by others (employee or student) to an IT system administrator.

- **District-Owned Mobile Devices**

- a. Employee is expected to treat the device with extreme care and caution. This includes, but is not limited to, no eating or drinking near the device, no loaning the device to family and friends, and maintaining functionality of antivirus.
- b. Employee use of the device shall be reserved for educational purposes and the conducting of business aspects of the school system. Personal use is strictly prohibited.
- c. Employee shall abide by the same acceptable use policies when using the device off the district network as when on the district network.
- d. Employee shall immediately report any loss, damage, or malfunction of the device to school administration and submit a work order. In the event of theft, a police report must be filed. Employee may be financially accountable for any damage resulting from negligence or misuse.
- e. Employee must immediately return device to school administration when employment with the school districts ends. Failure to do so will be considered theft and law enforcement agencies will be contacted.
- f. Employee is responsible for all activity generated from and all files residing on the device. The employee is responsible for backing up his/her data.
- g. An IT system administrator has the right to monitor, track, and document the overall activity of the device. This includes, but is not limited to, auditing the computer for usage, software installed, etc.

- **Discipline and Due Process**

- a. Compliance with this agreement shall be a condition of employment. Any employee who violates this agreement shall be subject to disciplinary action that may include suspension, termination, legal action and/or prosecution.
- b. The employee shall cooperate fully with local, state, or federal officials in any investigation concerning or relating to any illegal activities conducted over the district's technology resources.
- c. The results of any investigation conducted under this policy shall be considered admissible evidence in any proceeding related to workers' compensation or claims for unemployment compensation and in any other administrative proceeding, hearing or civil litigation when the inappropriate use of the district's technology resources is relevant. Action to discipline/terminate an employee under this agreement shall be subject to any due process hearing that may be required by law and/or School Board policy.
- d. Inappropriate use may require restitution for costs associated with system restoration, hardware, or software costs.



Acceptable Use of Technology Resources Agreement

Employee Acknowledgement Form

Last Name: _____ First Name: _____

Emp. ID#: _____ School: _____

Directions: After reading the Grant Parish School District's Employee Acceptable Use of Technology Resources Agreement (which can be found on the Grant Parish School District Website), please sign the statement below.

By my legally binding signature below, I hereby acknowledge I have read, understand, and agree to abide by the stated terms and conditions of the Grant Parish School District's *Employee Acceptable Use of Technology Resources Agreement*. As a user of the district's technology resources, I consent to the monitoring, access, review, and retention of my network activity and/or stored electronic communications and files. I understand that use of the technology resources shall be reserved for educational purposes and the conducting of business aspects of the school system.

I further understand that I am responsible for the efficient, ethical, and legal utilization of the district's technology resources. Should I commit any violation, I recognize that I may face disciplinary action that may include suspension, termination, restitution, and/or legal action and/or prosecution. I agree to indemnify the Grant Parish School Board for any loss suffered by the Board for any improper use of the district's technology resources, and to compensate anyone harmed by such use.

Furthermore, I understand that it is my obligation to report the improper use of the district's technology resources by others (employee or student) to the district's Chief Technology Officer.

****This form will be kept on file and will be valid for the life of your employment in the Grant Parish School District. Should this agreement be revised in any way, the employee will be notified and required to sign another agreement.**

Employee Signature: _____

Date: _____

COPYRIGHT

It is the policy of the Grant Parish School Board to abide by the provisions of the Copyright Law of the United States and the Congressional Guidelines that delineate it.

The Board does not sanction illegal use or duplication of copyrighted materials in any form. Employees who willfully violate the copyright position of the Board do so at their own risk and assume all liability and responsibility.

Copying that violates the Copyright Law may not be ordered by a higher authority.

The School Board directs that:

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

The Board delegates to the Superintendent or designee the responsibility for informing employees of the Copyright policy of the Board and of provisions of the United States Copyright Law.

Since copyright law and its interpretation is under constant revision by the Courts and the Congress, these guidelines will require periodic study and updating. All staff must comply with any court decision or change in the law that pertains to use of copyrighted materials in the educational setting.

Recoded: December, 2006

Ref: 17 USC 101 et seq. (*Copyright Act of 1976*)

Grant Parish School Board

FILE: JAAA
Cf: GAEAA, JCDAF
Cf: JCED, JGCE

TITLE IX SEXUAL HARASSMENT

The Grant 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 Grant 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 Grant 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 Grant Parish School Board conditioning the provision of an aid, benefit, or service of the Grant 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 Grant 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 Grant 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 Grant 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 Grant 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 Grant 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 Grant 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 Grant 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

Ref: 42 USC 2000e (*Civil Rights-Definitions*)
29 CFR 1604.11 (*Guidelines on Discrimination Because of Sex-Sexual Harassment*)
34 CFR 106 *et seq.* (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*)
La. Rev. Stat. Ann. §§14:41, 14:42, 14:42.1, 17:81
Board minutes, 8-4-20

Grant Parish School Board

§416.18. Teacher Bill of Rights

A. 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 rights conferred upon teachers pursuant to this Section, which are:

(1) A teacher has the right to teach free from the 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 416 through 416.16 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).

(4) 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).

(5) 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 416.16.

(6) A teacher has the right to be treated with civility and respect as provided in R.S. 17:416.12.

(7) 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).

(8) A teacher has the right to be free from excessively burdensome disciplinary paperwork.

(9) 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.

B. No city, parish, or other local public school board shall establish policies that prevent teachers from exercising the rights provided in this Section or in any other provision included in R.S. 17:416 through 416.16.

C. The provisions of this Section shall not be construed to supersede any other state law, State Board of Elementary and Secondary Education policy, or city, parish, or other local public school board policy enacted or adopted relative to the discipline of students.

D. Each city, parish, or other local public school board shall provide a copy of this Section to all teachers at the beginning of each school year. Each such school board also shall post a copy of the rights provided in this Section in a prominent place in every school and administrative building it operates and provide such a copy to parents or legal guardians of all children attending such schools in a form and manner approved by the school board. Each city, parish, or other local public school board and every school under its jurisdiction that maintains an Internet website shall post on such website a copy of the Teacher Bill of Rights required by this Section.

Acts 2003, No. 1252, §1, eff. July 7, 2003; Acts 2008, No. 155, §1, eff. June 12, 2008.

Grant Parish School Board

P.O. Box 208
Colfax, Louisiana
71417-0208

To All Employees:

Act. No 619 was passed during the 1997 Regular Session of the Legislature, and we are taking this opportunity to advise each of you of its important provisions.

Louisiana school boards are obligated to provide all public school employees who are employed by city and parish school boards with legal defense and indemnification in the event an employee is sued for damages by any student, or other persons qualified to bring suit on behalf of any student, based on any action or statement, or the omission of any action or statement, by such employee when in the proper course and scope of the employees duties as defined by the employing school board. Grant Parish School Board will perform its duties to its employees under Act 619.

The Grant Parish School Board also purchases liability insurance from a financially strong insurance company, and that insurance will protect both the school board and its employees from many of the claims which may be brought against an employee.

Please understand, however, no Louisiana school board is obligated to indemnify an employee against a judgment in which the employee's action is found to be maliciously, willfully, and deliberately intended to cause bodily harm or to harass or intimidate the student.

TEACHER CERTIFICATION:

Louisiana allows participants to add degrees, request name changes, add teaching endorsements, receive higher certificates, extend certificates, reinstate certificates, and request evaluations. When a complete application is received, a determination is made regarding the requested action. If additional information is needed or a deficiency exists, you will be notified by email or a telephone call.

Non-certified teachers are required to work toward completion of certification requirements. Each year progress toward completion of certification will be evaluated by the Superintendent.

Please direct all certification questions or concerns to Melissa H. Steelman at 318/627-3274 or msteelman@gpsb.org.

FILE: JAAA
Cf: GAEAA, JCDAF
Cf: JCED, JGCE

TITLE IX SEXUAL HARASSMENT

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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 Grant 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.

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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.

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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 Grant 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

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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 Grant 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

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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 Grant 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 Grant 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

Ref: 42 USC 2000e (*Civil Rights-Definitions*)
29 CFR 1604.11 (*Guidelines on Discrimination Because of Sex-Sexual Harassment*)
34 CFR 106 *et seq.* (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*)
La. Rev. Stat. Ann. §§14:41, 14:42, 14:42.1, 17:81
Board minutes, 8-4-20

Grant Parish School Board

FILE: JGCE
Cf: GAMC, JDA, JG

CHILD ABUSE

The Grant 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.

Students shall be provided age- and grade-appropriate instruction relative to child assault awareness and prevention, and how students may report abuse or assault to the child protection toll-free hotline operated by the State Department of Children and Family Services, and where students may locate the number for the hotline.

Each public school shall post the hotline number in a prominent location on its website.

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, 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

Teaching or child care providers shall be required to complete an online training course provided by the Department of Children and Family Services between June first and August thirty-first annually. A record of completion of the course by the teaching or child care provider shall be provided to and retained by the School Board. The School Board shall retain a list of all teaching or child care providers who have not complied with the training requirements provided by State law.

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 Grant 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: September, 2004

Revised: November, 2007

Revised: November, 2012

Revised: November 7, 2017

Revised: March 6, 2018

Revised: December 4, 2018

Revised: November 10, 2020

Revised: October 4, 2022

Ref: La. Rev. Stat. Ann. §§14:403, 15:539, 15:541, 17:81, 17:81.6

La. Children's Code, Title VI, Art. 601, Art. 603, Art. 609, Art. 610

Board minutes, 12-6-07, 1-10-13, 11-7-17, 3-6-18, 12-4-18, 11-10-20, 10-4-22

Grant Parish School Board

FILE: JHB
Cf: DK

ACTIVITIES FUND MANAGEMENT

It shall be the policy of the Grant Parish School Board that monies of all school-sponsored student organizations be deposited with the school's accounts in the principal's office daily. The treasurer of the organization shall be issued a receipt for each deposit, and he/she shall keep a record of the organization's account including all deposits and disbursements. Proper accounting of all school activity, organizational or other funds shall be in accordance with procedures outlined by the Superintendent.

The Superintendent or his/her designee shall be responsible for exercising control over all fund raising activities. He/she or his/her designee shall establish and maintain administrative regulations governing all school related fund raising activities. Such activities shall be continually monitored to assure proper management of all funds. The system of accounting for school monies shall be in conformity with the system of accounting recommended by the Board and other appropriate authorities.

Officers of the affected school-sponsored organization, the sponsor of that organization, and the principal shall jointly determine use of such funds.

Guidelines for raising funds by students are:

1. All fundraisers shall be approved by the Fundraising Committee.
2. At-school fundraisers such as barbecues, gumbos, carnivals, etc. shall be encouraged.
3. No door-to-door selling shall be allowed.
4. All requests for fundraisers shall be submitted to the Fundraising Committee, in writing, a month in advance, stating the fundraising activity and how the money raised will be used.
5. Elementary students shall not be required to sell in order to participate in clubs, athletics, trips, etc.
6. High School students - It shall be at the discretion of the school sponsor if students who are to participate in clubs, athletics, trips, etc. will all be required to sell.
7. Non-school groups shall not be allowed to bring candy or merchandise to school to sell.

Ref: La. Rev. Stat. Ann. §§17:81, 51:224
Board minutes, 5-4-95

Grant Parish School Board

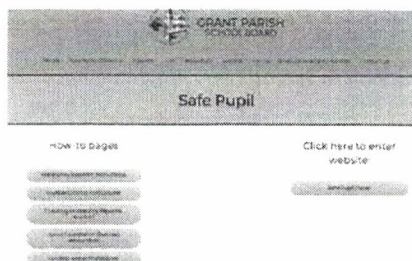
PUPIL PROGRESSION PLAN:

All grading policies for the Grant Parish School System are detailed in the current Pupil Progression Plan that can be viewed on the GPSB website.

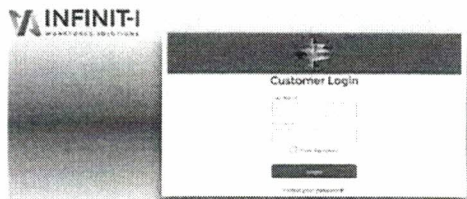
Welcome to the Grant Parish School Board's Learning Management System.

Mandatory Training for Ethics, Bullying, Suicide Prevention and Reporting of Child Abuse etc.

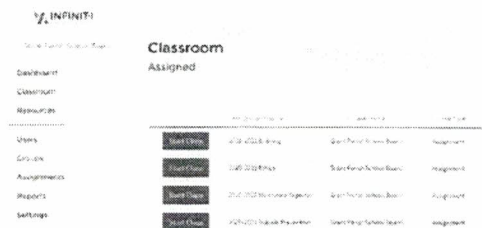
STEP 1: Go to <https://www.gpsb.org/safe-pupil/>



STEP 2: Click "Safe Pupil Portal". Your SafePupil username and password will be assigned to you by Ty Melton or by your school administrator. The other two links on the image above have "How To" documents to help you navigate the "Infniti" website that tracks our training assignments. "Infniti" and "SafePupil" are the same thing.



STEP 3: Assignments will appear. Click "Start Class" and then "Not Attempted" to begin the training module. Many of the training modules are located on other websites. Most will require you to create a username and password in order to complete their training. Write down the username and password that you create for future reference. Then watch their videos and follow the instructions until a certificate is earned.



STEP 4: After completing the training module, log back into your SafePupil account and open the same assignment again that you just completed and click the red "next" button at the bottom right of the screen. Follow the prompts so the assignment will show completed in your records. Some of the prompts may include additional questions from the training material. Repeat this same process for each assignment that is assigned to you in your "Classroom" on the SafePupil platform.

Note Ty Melton and/or your school administrator can reset your SafePupil password if needed. They cannot help you with retrieval for usernames/passwords that you created on other websites (examples: Ethics, Jason Foundation or LCWTA). It is recommended to save all certificates for your records. The Central Office does not need copies of your certificates.

Contact Information: Ty Melton (Central Office), 318-627-3274 or tmelton@gpsb.org