



## REVISED CODIFIED BOARD POLICY:

### SECTION G: PERSONNEL

Board approved July 2, 2012

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## **GA: General Section**

### ***GAAA: Equal Opportunity Employment***

**The Jefferson Parish School Board declares as policy that all applicants for admission and employment, students, parents, employees, sources of referral of applicants and employment, and any and all entities having business with the school district are hereby notified that this school district does not discriminate on the basis of race, color, national origin, sex, gender, age, disability, genetics, marital status, sexual orientation, religion or veteran status or any other legally protected activities or characteristics in admission or access to, or treatment or employment in, its programs and activities. The school district pledges to protect qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The school district shall also provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship on the school board. In addition, no person who is infected with or suspected of being infected with Human Immunodeficiency Virus (HIV) or similar diseases shall be denied benefits or otherwise excluded from education or employment unless otherwise unqualified.**

**The Superintendent and/or appropriate representative as designated by the Superintendent shall investigate any and all complaints that may be brought against any individual school in the school district in regard to any alleged discriminatory action for appropriate treatment by the Board.**

Ref: U.S. Constitution, Amend. XIV, ' 1; 20 U.S.C. ' 1681 et seq.; 29 U.S.C ' 621 et seq.; 42 U.S.C. ' 2003-1 to 1017; 42 U.S.C 1201; Constitution of Louisiana, Art. 1, ' 3; Art. 10, ' 10; La. Rev. Stat. Ann. ' ' 23:301 et seq.; Griggs v. Duke Power Company, 91 S. Ct. 849 (1979); Singleton v. Jackson Municipal Separate School District, 419 F.2d 1211 (5th Cir. 1979).

***GAAB: Individuals with Disabilities***

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

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

**Reasonable Accommodation**

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

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

Requests for a reasonable accommodation need not be in writing, but such is preferred. It is also permissible for another person, such as a friend, family member, or physician, to request an accommodation on behalf of an employee. The employee who believes that a reasonable accommodation is necessary should report such to his/her immediate supervisor. The supervisor will then report the request to the Chief Human Capital Officer or his/her designee. At that point, the Chief Human Capital Officer or his/her designee, together with the employee’s immediate supervisor, will meet with the employee to discuss the request and attempt to identify possible accommodations which could be made in order to allow the employee to perform the essential functions of his/her job, the Administration may choose the accommodation that is less costly or that is easier to provide.

**Once a request for an accommodation has been made, the Chief Human Capital Officer or his/her designee shall schedule an initial meeting with the employee and his/her immediate supervisor as soon as practical, but in no case longer than fifteen (15) days following receipt of the request. Multiple meetings may be necessary however, before a determination regarding the request can be made.**

**Following the meeting(s) discussed above, the Chief Human Capital Officer or his/her designee, will render a written decision regarding the request for accommodation, including whether the request is to be granted and how or, if the request is not to be granted, the reasons why. Such report will be rendered within a reasonable time following the conclusion of the meeting(s) with the employee and the immediate supervisor, with an attempt to render the report no longer than thirty (30) days following the last meeting.**

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

**Any employee who is denied a request for accommodation may appeal such determination as provided in Policy GAE dealing with complaints and appeals.**

**Definition:**

**Administration is defined for this purpose as the superintendent or his designee.**

Ref: U.S. Constitution, Amend. XIV, § 1; 20 U.S.C. § 1681 et seq.; 29 U.S.C. § 216 et seq. (GINA); 29 U.S.C. § 621 et seq. (ADEA); 29 U.S.C. § 701 et seq. (Rehabilitation Act); 38 U.S.C. § 4301 (USERRA); 42 U.S.C. § 1981 et seq.; 42 U.S.C. § 1983 et seq.; 42 U.S.C. § 2000e et seq. (Civil Rights Act of 1964); 42 U.S.C. § 12101 et seq. (ADAAA); 29 CFR 1604.11 (EEOC); Constitution of Louisiana, Art. 1, § 3; Art. 10, §10; La. R.S. § 23:302, La. R.S. § 23:303; La. R.S. § 23:322, La. R.S. § 23:323, La. R.S. § 23:324, La. R.S. § 332, et seq. (disability); La. R.S. § 23:302, La. R.S. § 23:303, La. R.S. § 23:311, et seq. (age); La. R.S. § 23:302, La. R.S. § 23:303, La. R.S. § 23:341 et seq. (pregnancy); La. R.S. § 23:302, La. R.S. § 23:303, La. R.S. § 23:332 et seq. (race, color, religion, sex & national origin); La. R.S. § 23:302, La. R.S. § 23:303, La. R.S. § 23:351 et seq. (sickle cell); La. R.S. § 23:368 (genetic trait); La. R.S. § 23:962 (political activities); La. R.S. § 23:967 (reprisal); La. R.S. § 46:2251 et seq. (handicapped persons); Griggs v. Duke Power Company, 91 S. Ct. 849 (1979); Singleton v. Jackson Municipal Separate School District, 419 F.2d 1211 (5th Cir. 1979).

**GAE: Complaints (grievances) and Appeals**

Any employee of the Jefferson Parish School Board shall have the right to appeal the violation of a policy and/or procedure affecting him/her. Complaints or grievances about any job action taken against an employee are excluded from this policy. The person(s) filing the complaint shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to a personal complaint. The primary purpose of this procedure is to secure, at the most immediate level possible, an equitable solution to the claim of the aggrieved employee(s).

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

**Step 1:** An employee shall submit a written complaint to the principal, or immediate supervisor within fourteen(14) calendar days of the date of the incident giving rise to the complaint or within the time allowed by law if the claim also can be a violation of law, whichever period is larger. If the complaint is not made in writing it shall be reduced to writing by the person making it or assistance of the system is needed. If the complaint is not submitted within the time prescribed, the employee has no further right with respect to the claim or complaint.

Step 2: If the employee (or group of employees) is not satisfied with the disposition of the complaint by the principal or the immediate supervisor then within five (5) calendar days of receipt of the decision from the principal or the immediate supervisor, the employee(s) or employee's representative may submit to the Administration a written request for a Step Two review together with a copy of the written decision rendered in Step One. If the employee fails to request the review within the time limit set out above, the employee shall have no right to proceed with respect to said complaint.

**Step 3:** The Administration shall schedule the full hearing with the employee(s) of the request for a hearing. The Administration's action is final.

**General Matters**

- A. An employee is entitled to representation of his/her choice at all levels of the complaint process after Step One. The employee who chooses to have a representative shall provide advance written notice of the name of the representative to the Superintendent or his/her designee.

- B. Nothing in this complaint or appeals policy shall be applicable to any job action taken against an employee, including, but not limited to, a recommendation for termination of employment. Any recommendation for termination shall be handled in accordance with any applicable law, as well as in accordance with School Board policy and procedure for termination of support employees.**
- C. The employee(s) or Administration responsible for handling any complaint may request an extension of time to comply with the mandates of this policy at any step.**

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

***GAEAA: Sexual Harassment/Other Forms of Harassment***

The Jefferson Parish School Board desires to maintain an academic and work environment in which all employees, volunteers, and students are treated with respect and dignity. A vital element of this atmosphere is the Board's commitment to equal opportunities and the prohibition of discriminatory practices. The Board's prohibition against discriminatory practices includes prohibitions against sexual harassment or any other form of harassment based upon a person's membership in a legally protected class **or a person's engagement in legally protected activities** and specifically prohibited by applicable state or federal law. The Administration forbids sexual harassment, or any other form of illegal harassment, of any employee, student, volunteer, or visitor. The Administration shall not tolerate sexual harassment or any other form of illegal harassment by/of its employees, students, volunteers, or agents.

The prohibition against discrimination, including sexual and other forms of harassment, shall also apply to non-employee volunteers who work subject to the control of school authorities and to all vendors or service providers who have access to School Board facilities.

**Definition of Sexual Harassment**

Prohibited sexual harassment includes, but is not limited to, requests for sexual favors and other verbal, visual, or physical conduct of a sexual nature when:

- 1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, or progress.**
- 2. Submission to or rejection of the conduct by an individual is used as the basis for employment or academic decisions affecting the individual.**

3. The conduct has the purpose or effect of having a negative impact on the individual's academic performance or employment, unreasonably interfering with the individual's education or employment, or creating an intimidating, hostile, or offensive educational or employment environment.
4. The submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding any term or condition of employment, employment or academic benefits, or services, honors, programs, or activities available at or through the school.

Types of conduct that are prohibited and that may constitute sexual harassment include, but are not limited to:

1. Graphic verbal comments about an individual's body or appearance.
2. Sexual jokes, notes, stories, drawings, pictures, emails or gestures.
3. Sexual slurs, leering, threats, abusive words, derogatory comments, or sexually degrading descriptions.
4. Unwelcome sexual flirtations or propositions for sexual activity or unwelcome demands for sexual favors, including, but not limited to, repeated unwelcome requests for dates.
5. Spreading sexual rumors.
6. Touching an individual's body or clothes (including one's own) in a sexual way, including, but not limited to, grabbing, brushing against, patting, pinching, bumping, rubbing, kissing, and fondling.
7. Cornering or blocking normal movements.
8. Displaying sexually suggestive drawings, pictures, written materials, and objects in the educational environment **or on any in school equipment or property including computers.**

#### **Definitions of Other Forms of Prohibited Harassment**

Illegal harassment on the basis of any other characteristic protected by state or federal law is strictly prohibited. This includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, gender, national origin, age, disability, genetics, marital status, citizenship, or sexual orientation any other characteristic or activity protected by law and that:

1. Has the purpose or effect of, creating an intimidating, hostile, or offensive work or academic environment.
2. Has the purpose or effect of interfering with an individual's work or academic performance.
3. Otherwise adversely affects an individual's employment or academic performance.

Examples of prohibited actions that may constitute harassment include the following:

1. Epithets, slurs, or negative stereotyping

2. Threatening, intimidating, or hostile acts, such as stalking
3. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls, equipment or computers, or elsewhere on the school or district office premises or circulated in the workplace or academic environment.

### **Retaliation Prohibited**

Any act of retaliation against an individual because they have filed who files a complaint alleging a violation of the district's policy on non-discrimination and/or sexual or other illegal harassment or because they have participated in the investigation of a discrimination complaint is prohibited.

Retaliation may include, but is not limited to, any form of intimidation, reprisal, or harassment based upon participation in the investigation or filing of a complaint of discrimination.

### **Procedure for Filing a Complaint of Discrimination, Sexual Harassment, or Other Form of Illegal Harassment**

#### **A. Filing Complaints**

1. Any person who believes that he or she has been discriminated against or placed in a hostile environment based on gender, marital status, sexual orientation, race, national origin, religion, age, or disability, **genetics or any other legally protected characteristics or activities, or has knowledge of harassment, discrimination, or retaliation** by an employee, volunteer, agent, or student of the school system should immediately notify the school district and file a ~~written~~ complaint, preferably in writing. The complaint should set forth a description of the alleged discriminatory actions/harassment, the time frame in which the alleged discrimination occurred, the person or persons involved in the alleged discriminatory actions, and any witnesses or other evidence relevant to the allegations in the complaint.
2. The complaint should be filed with the school principal or building administrator. Complaints filed with the principal or building administrator shall be forwarded to the district's main point of contact for Equal Employment Opportunity matters within seven (7) calendar days of the filing of the complaint. If the complaint is against the principal or building administrator, the complaint may be filed directly with the main point of contact for EEO matters.

3. **If the complaint is against the district's main point of contact for EEO matters, the complaint may be filed with the Superintendent or his/her designee. If the complaint is against the Superintendent or a member of the School Board, the complaint may be filed with the School Board attorney.**

**B. Processing Complaints**

1. **Complaints filed against persons other than the Superintendent or member of the School Board shall be processed as follows:**
  - a. **Upon receipt of the written complaint by the district's main point of contact for EEO matters, the EEO point of contact shall conduct an investigation of the allegations in the complaint. The EEO officer shall interview the complainant and the accused; interview any witnesses identified by the complainant, accused, or by other sources; take statements from all witnesses; and review any relevant documents or other evidence. Upon completing a review of all evidence relevant to the complaint, the EEO officer shall prepare a written summary of the investigation and make a recommendation to the Superintendent or his/her designee as to whether or not there is reasonable cause to believe a violation of the district's policy on non-discrimination and/or sexual or other harassment. Copies of documents, evidence, and witness statements that were considered in the investigation shall be included with the summary and recommendation.**
  - b. **If the complaint is against the EEO point of contact, the Superintendent or his/her designee shall appoint someone to investigate, who shall conduct an investigation in the manner set forth in (a) above.**
  - c. **The investigation, summary, relevant documents, witness statements, and recommendation should be completed and forwarded to the Superintendent or his/her designee within thirty (30) days. The Superintendent or designee shall review the investigation summary, evidence and recommendation, and determine whether there is reasonable cause to believe a discriminatory practice occurred.**
  - d. **If the Superintendent or designee determines there is reasonable cause to believe a violation of the nondiscriminatory or-harassment policy occurred, he or she shall cause a special conference to be held notifying the accused of the accusations against him or her, at which time the accused may**

**respond to the accusations. At the conference, the Superintendent or his/her designee may direct further investigation if necessary, based on the response of the accused, or may make a decision on whether or not personnel action is necessary.**

- e. A final decision shall be made at a Board meeting whether to uphold, revise, or deny the recommendation of the Superintendent or designee.**
- f. The accused shall have all rights to appeal the decision of the Board, provided under the law.**

**2. Complaints filed against School Board members or against the Superintendent:**

- a. Complaints against School Board members or the Superintendent shall be filed with the School Board attorney. The School Board attorney shall appoint an outside, independent investigator to conduct an investigation and make a recommendation as to whether a discriminatory practice has occurred. It is recommended, but not mandatory, that the investigator be an attorney familiar with federal and state law prohibiting discrimination on the basis of a legally protected status.**
- b. The complainant and accused shall be interviewed by the outside investigator. Both shall provide written lists of witnesses to be interviewed and documents and other evidence to be reviewed relevant to the complaint. The investigator shall interview all witnesses identified by the complainant or accused, in addition to witnesses with relevant knowledge that the investigator may discover from other sources. The investigator shall also review relevant documents and other evidence. The investigator shall then prepare a written summary of his or her investigation and a recommendation to the School Board attorney as to whether there is reasonable cause to believe that a discriminatory practice may have occurred.**
- c. If reasonable cause is recommended by the investigator against School Board member or the Superintendent, the recommendation shall be forwarded to the Attorney General's office to determine if there is evidence that a misfeasance or malfeasance of office occurred. The Attorney General's office will be responsible for taking any necessary action in accordance with applicable law with reference to an elected official.**

- d. A finding of no reasonable cause by the outside investigator, which will be reviewed and confirmed by the School Board attorney, shall be final.

C. Penalties for Confirmed Discrimination or Harassment

1. **Student.** A substantiated allegation of discrimination or harassment against a student shall subject that student to disciplinary action consistent with the *Code of Student Conduct*.
2. **Employee or Volunteer.** A substantiated allegation of discrimination or harassment against an employee may result in disciplinary actions, including termination and referral to appropriate law enforcement authorities. A volunteer shall be removed from service and a referral may be made to appropriate law enforcement authorities.

**Sexual Harassment as Sexual Abuse**

Under certain circumstances, sexual harassment of a student may constitute sexual abuse under the Louisiana Children's Code. In such situations, School Board personnel 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.

**Discipline**

Any action taken pursuant to this policy shall be consistent with requirements of applicable statutes and School Board policies. The School Board and Superintendent shall take such disciplinary action for employees and non-employee volunteers deemed necessary and appropriate, including warning, transfer, suspension, or immediate discharge to end discrimination or harassment and prevent its recurrence, all in compliance with applicable statutory provisions.

Ref: [U.S. Constitution, Amend. XIV, § 1](#); [20 U.S.C. § 1681 et seq.](#); [29 U.S.C. § 216 et seq. \(GINA\)](#); [29 U.S.C. § 621 et seq. \(ADEA\)](#); [29 U.S.C. § 701 et seq. \(Rehabilitation Act\)](#); [38 U.S.C. § 4301 \(USERRA\)](#); [42 U.S.C. § 1981 et seq.](#); [42 U.S.C. § 1983 et seq.](#); [42 U.S.C. § 2000e et seq. \(Civil Rights Act of 1964\)](#); [42 U.S.C. § 12101 et seq. \(ADAAA\)](#); [29 CFR 1604.11 \(EEOC\)](#); [Constitution of Louisiana, Art. 1, § 3](#); [Art. 10, §10](#); [La. R.S. § 23:302](#), [La. R.S. § 23:303](#); [La. R.S. § 23:322](#), [La. R.S. § 23:323](#), [La. R.S. § 23:324](#), [La. R.S. § 332, et seq. \(disability\)](#); [La. R.S. § 23:302](#), [La. R.S. § 23:303](#), [La. R.S. § 23:311, et seq. \(age\)](#); [La. R.S. § 23:302](#), [La. R.S. § 23:303](#), [La. R.S. § 23:341 et seq. \(pregnancy\)](#); [La. R.S. § 23:302](#), [La. R.S. § 23:303](#), [La. R.S. § 23:332 et seq. \(race, color, religion, sex & national origin\)](#); [La. R.S. § 23:302](#), [La. R.S. § 23:303](#), [La. R.S. § 23:351 et seq. \(sickle cell\)](#); [La. R.S. § 23:368 \(genetic trait\)](#); [La. R.S. § 23:962 \(political activities\)](#); [La. R.S. § 23:967 \(reprisal\)](#); [La. R.S. § 46:2251 et seq. \(handicapped persons\)](#); [La. Rev. Stat. Ann. ' 14:41 et seq., 17:81](#); [La. Civil Code, ' 2315](#); [Board minutes, 6-2-03](#).



**GAHA:            *Participation in Community Activities***

**The Jefferson Parish School Board encourages employees to participate in governmental activities and civic organizations if time schedules permit. However, such activities should not interfere with the performance of their regular duties as full-time employees of the Jefferson Parish School Board, nor be conducted during normal business hours unless business related.**

Ref:    La. Rev. Stat. Ann. ' 17:81.

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**GAHB: Political Activities**

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

**Therefore:**

- 1. All personnel shall be notified that they must not be part of any activity relating to the campaign or election of any candidate for political office during office hours or while on duty, nor use any School Board facility for any such activity. This includes, but is not limited to, making or soliciting contributions to campaign funds, or promoting any candidate by distribution of emails, cards, pictures, handbills, clothing and pins, making telephone contacts, or in any other way. This requirement applies in every school of the system, department of the system, and on school buses.**
- 2. Any materials or equipment (for example, mailing lists, copy machines, computers, etc.) owned or held by the School Board, or staff, shall not be made available to any group or individual without the Board's approval.**

**All employees shall be informed of said policy provisions. Violation of any aspect of this policy could subject the employee to disciplinary action, including suspension and/or dismissal.**

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

Ref: La. Rev. Stat. Ann. ' ' 17:81; 23:961, 23: 962.

***GAI: Solicitations***

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

**Endorsements**

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

**Sales**

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

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

**GAIB:            *Solicitations of Staff Members***

**Solicitation of contributions from employees on a system-wide basis shall not be permitted except by permission of the Jefferson Parish School Board or the Superintendent or designee.**

**Solicitations by Sales Representatives**

**No sales representative will be allowed to distribute materials or address any meeting of teaching or non-teaching personnel except during meetings called before or after school or during an employee’s duty-free period. Such meetings may be sponsored by an employee organization or association.**

**No sales representative shall be allowed to contact any school personnel on the school premises, except as stated above.**

**Should any sales representative wish to make a presentation or distribute materials, the following procedure will be observed:**

- 1.     Sales representatives shall obtain permission from the Superintendent and/or his/her designee to conduct meetings in the central office or school. These meetings may be held only with specific permission of Superintendent or designee.**
- 2.     Meetings will not take place during regular working hours.**
- 3.     Attendance at such meetings will be voluntary.**

**These regulations do not apply to textbooks, educational programs, or other new programs, which have been formally adopted by the School Board for inclusion in the school system.**

Ref:    La. Rev. Stat. Ann. ' 17:81.

***GAJ: Gifts and Gratuities***

**No public employee shall solicit or accept, directly or indirectly, anything of economic value as a gift or gratuity from any person or from any officer, director, agent, or employee of such person, if such public employee knows or reasonably should know that such person:**

- 1. Conducts operations or activities that are regulated by the public employee's agency.**
- 2. Has substantial economic interests that may be substantially affected by the performance or nonperformance of the public employee's official duty.**

**No employee shall accept or receive any benefit from any gift, gratuity, present, property, or service of any kind or nature regardless of value, which may be directly or indirectly offered as a result of, or in anticipation of, an employee's position or performance of duties for the School Board.**

**Acceptance of personal gifts by any employee of the Jefferson Parish School System from persons or firms doing business with any Jefferson Parish School System entity is prohibited. Reduced cost and/or free travel expenses are also defined as gifts with regard to this policy. This policy does not preclude acceptance of food or drinks of a social nature or participation in a social event. This policy shall not preclude the acceptance of campaign contributions for use in meeting campaign expenses by any employee who is or becomes a candidate for election to any public office.**

Ref: La. Rev. Stat. Ann. ' ' 17:381, 17:382, 17:383, 42:1115.

***GAK: Personnel Records***

**The Jefferson 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 formal complaints, and grievances. However, in accordance with La. Rev. Stat. Ann. §17:81, the Board, *upon a majority vote of the total 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 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.**

### **Requests for Access and Inspection**

**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.**

### **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.

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 Administration takes any personnel action against an employee based upon any document that was placed in the employee's file 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 record, 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 Jefferson 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 Administration with respect to each individual employee.

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

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

Ref: 5 U.S.C.A. ' 552 (Privacy Act of 1974); La. Rev. Stat. Ann. ' ' 17:81, 17:440, 17:1231 et seq., 23:1127, 23:1131, 23:1293, 44:1, 44:2, 44.4, 44:11, 44:12.

**GAMA: Tobacco Use**

**Smoking, carrying a lighted cigar or cigarette, pipe or any other form of smoking object or device, or possessing any lighted tobacco product or any other lighted combustible plant material shall be prohibited in any elementary or secondary school building, on the campus of any elementary or secondary school, any building on the campus, and on all school buses. Smoking, carrying a lighted cigar or cigarette, pipe or any other form of smoking object or device shall be prohibited in buildings and on the grounds of any other School Board property, except in outdoor areas specifically designated as smoking areas by the building administrator. Smoking may be permitted inside custodians' cottages.**

**Chewing or otherwise consuming any tobacco or tobacco product in any elementary or secondary school building, or any building located on the property of any elementary or secondary school, property owned by the school board, or on any school bus transporting students shall be strictly prohibited. Additionally, this prohibition shall apply to the transportation of private school students and special education students, although those students may not be within the Jefferson Parish school system, where such transportation is mandated by law or undertaken pursuant to an interagency agreement by the School Board.**

**During the loading, unloading or transport of students, no cigarettes, cigars, matches, smoking paraphernalia or other tobacco products, whether chewing tobacco, snuff or otherwise, shall be displayed or placed in any position in the vehicle so that those products may be observed by any student during the transportation of students in the vehicle.**

**Violations of this policy may result in disciplinary action.**

Ref: 20 USC 7183 (*No Child Left Behind Act of 2001*); La. Rev. Stat. Ann. §§17:240, 40:1300.251, 40:1300.252, 40:1300.253, 40:1300.255, 40:1300.261; Board minutes, 2-6-91, 5-26-93.

**GAMB: Dress Code**

**Dress and Personal Grooming**

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

**Employee Dress Code**

The guidelines of the School Board shall be that no mode of attire will be considered proper for school wear that distracts from or disrupts classroom and school decorum. To maintain a proper image for teachers and other employees, it is the responsibility of principals or supervisors to see that all employees are properly dressed. Principals may include reasonable dress code provisions at schools. Principals may make exceptions to the mode of dress in specific shop-type situations where deemed appropriate. Any condition of grooming or dress judged by the principal to be inappropriate shall not be allowed.

The appropriate footwear must be worn by all employees at all times.

Workers in the maintenance and grounds department may wear uniform caps provided. The custodial staff may wear caps with the school logo provided by their school.

*All employees, whether required to wear a uniform or not, must wear assigned I.D. badges at all times.*

Any employee who disregards the provisions of the Board's employee dress code policy shall be subject to disciplinary action.

Ref: La. Rev. Stat. Ann. ' 17:81; Board minutes, 10-2-85.

**GAMC:            *Investigations***

**General Investigations**

**In the event that a Jefferson Parish School Board member or staff member believes a condition exists within the school system that warrants investigation by the staff, such person shall convey his/her concerns to the Superintendent or his/her designee. Should the Superintendent or his/her designee determine that the situation 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 or his/her designee.**

**Any investigation undertaken in the school system shall be conducted in accordance with the following stipulations:**

- 1.     No Board member shall participate in any manner in an investigation.**
- 2.     The Superintendent or his/her designee shall use every means possible to protect School Board personnel from unwarranted personal criticism.**

**In any investigation into incidents involving accidents or injuries to students or employees, or involving student misconduct, criminal intent, unlawful behavior, or the competence, honesty or performance of duties of Board employees, all employees of the Jefferson 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 of the Jefferson Parish School Board shall, upon reasonable notification, appear wherever ordered within the parish as might be appropriate and convenient in the investigation.**

**Employee Discipline**

**The Jefferson Parish School Board, in accordance with state law, shall provide for an investigation of an employee, whether or not there is an accompanying reduction in pay. The investigation shall proceed as outlined below under *Reporting Procedures*.**

**These provisions shall not be applicable to any reduction in force or reconstitution of schools initiated by the Board.**

**Impermissible Corporal Punishment or Moral Offenses**

If an employee is accused of impermissible corporal punishment, or of a moral offense involving a student, a prompt, thorough investigation shall be conducted by the Superintendent or designee. The investigation shall proceed as outlined below under *Reporting 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 as he/she deems necessary to implement this policy. Any employee found to have violated the provisions of 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 Board policy *JGCE, Child Abuse*, 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 Board policy. Such reporting shall be made and applied in conjunction with the procedures outlined in this policy.

#### **Reporting Procedures**

When an allegation about an employee comes to the attention of the Superintendent and/or designee, principal, administrator or supervisor of a school, site or department, and the matter appears serious enough to warrant investigation, the following procedure shall apply:

A. The person (or persons) making an allegation against the employee shall submit the allegation in writing, giving the person who is making the allegation's name, address and telephone number, and the date, time, place, location, name of witnesses if any, and details of the circumstances of the allegations against the employee to the employee's principal, administrator, or supervisor, who shall then notify the Superintendent and/or his/her designee of the charge. **An allegation made anonymously or orally may be investigated depending on the seriousness of the allegation, at the discretion of the person to whom the complaint was made.**

B. Upon receipt of an allegation, the Superintendent and/or designee, principal, administrator or supervisor of the school, site, or department with which the employee is associated shall immediately begin an investigation into the allegations.

C. Upon conclusion of the investigation, the Superintendent and/or his/her designee, principal, administrator or supervisor shall provide a written determination of the validity of the complaint and provide a copy of such to the accused employee. If the initial investigation determines that the complaint is valid, the Office of Human Capital may further investigate the situation or impose such disciplinary action as appropriate per state statutes or School Board policy.

The Superintendent and/or designee may, in his or her discretion, suspend an employee with or without pay during the investigation provided in this policy when the Superintendent and/or designee the suspension to be in the best interest of the school system and/or the employee. If charges are founded, the Superintendent shall determine if proper disciplinary action is warranted, based upon investigative evidence gathered, which may include termination of employment of the employee. **All due process rights required by law or the Jefferson Parish School Board policy will be granted to the employee in determining if disciplinary action will be followed.** Any disciplinary action will be placed in the offender's personnel file which will reflect the action taken and the grounds thereof.

Ref: La. Rev. Stat. Ann. ' ' 14:403, 17:81, 17:81.6, 17:81.8. **LA. Ch. C 603(15).**

**GAMD:        *Drug-Free Workplace***

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

**The Jefferson Parish School Board shall:**

- A.     Advise all employees through the distribution of this policy that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances, drugs, narcotics, and/or intoxicants shall be prohibited in any workplace with the Jefferson Parish School Board. For any Jefferson Parish School Board employee, the consequences of violation of this prohibition shall be testing for presence of drugs/alcohol in body by a recognized hospital or chemical dependency unit, counseling, reprimanding, termination, or suspension with or without pay while the case is pending in court. Confirmed or substantial evidence of the use, sale, or possession of controlled substances by any Jefferson Parish School Board employee while off duty or off school premises shall result in immediate suspension without pay and recommendation for job termination.**
- B.     The use or possession of alcohol or other intoxicants while on the job, in any school system workplace, or on Jefferson Parish School Board buses or vehicles is prohibited. Any violation of the provision by an employee shall result in disciplinary action against the employee with immediate suspension without pay and recommendation for job termination.**
- C.     The Jefferson Parish School Board shall notify all employees that, as a condition of employment, all employees will abide by the preceding statements and notify the Superintendent or a designated representative of the drug statute violation occurring in the workplace no later than five (5) days after such conviction.**
- D.     Any employee undergoing any medical treatment involving a controlled substance, with such treatment required to be under the supervision of a licensed physician, must report in writing such treatment to the Office of Human Capital with the physician's documenting statement attached. Such information shall be regarded as strictly confidential except when needed to support an employee's failure to pass impairment screening.**
- E.     All prospective employees of the Jefferson Parish Public School System who have been recommended for employment shall submit to a drug of abuse screening panel and confirmation (when necessary) by the Jefferson Parish School Board designated agent as one of the conditions of employment. Such testing shall be at the expense of the prospective employee who shall be reimbursed upon that employee's satisfactorily passing the test and being hired by the Jefferson Parish School Board.**

- F. In order to accomplish the objectives of this policy, the School Board reserves the right, at all times and in any work area, when circumstances warrant or reasonable cause exists, to conduct unannounced reasonable searches and inspections of School Board facilities. These searches shall be conducted by authorized supervisors or search personnel, including drug detection dogs. The areas open to search include but are not limited to lockers, briefcases, desks, boxes, lunch boxes, tool chests, vehicles, and other personal effects of employees.**
- G. The Jefferson Parish School Board, in order to promote the health and safety of all employees and students, shall routinely conduct impairment screening of all employees to determine fitness for duty. The following procedures shall be instituted in implementing the impairment screening:**
- a. Impairment screening shall be regularly scheduled for all employees.**
  - b. Failure to pass impairment screening shall result in the employee being sent home with appropriate sick leave being charged. The employee shall be instructed to obtain a fitness for duty statement from his or her physician and submit said statement to the Office of Human Capital in order to return to his or her duty assignment. Should an employee be under medical treatment involving a controlled substance or medication which would impair response and affect fitness for duty, documentation should be on file in the Office of Human Capital. A telephone call shall be made to that office by the department/unit responsible for the impairment screening, substantiating that documentation has been provided. Determination as to the employee's fitness for duty shall be made at that time.**
  - c. Any employee failing the impairment screening for the first time without documentation of acceptable medical cause shall be screened periodically during the next 180 days to ensure continued fitness for duty.**
  - d. An employee failing the impairment screening for the first time shall be referred to the *Employee Assistance Program*.**
  - e. An employee failing the impairment screening for a second time shall have that information forwarded to that employee's immediate supervisor. The immediate supervisor shall conduct a special conference with the employee documenting the lack of fitness for duty and the adverse impact this lack has on job performance. Referral to both a physician for a *fitness for duty* statement to the *Employee Assistance Program* shall be made at that time. Any employee failing the impairment screening for the third time without acceptable medical cause shall be screened periodically during the next 180 days to ensure fitness for duty. Disciplinary action shall be recommended.**
  - f. An employee failing the impairment screening for a third time shall have that information forwarded to that employee's immediate supervisor. The immediate supervisor shall conduct a special conference with the employee documenting the lack of fitness for duty and the adverse impact this lack has on job**

performance. Referral to both a physician for a *fitness for duty* statement and to the *Employee Assistance Program* shall be made at that time. Any employee failing the impairment screening for the third time without acceptable medical cause shall be screened periodically during the next 180 days to ensure fitness for duty. Disciplinary action shall be recommended.

- g. An employee failing the impairment screening for a fourth time shall have that information forwarded to that employee's immediate supervisor. The immediate supervisor shall conduct a special conference with the employee documenting the lack of fitness for duty and the adverse impact this lack has on job performance. At this time probable cause exists, and an urinalysis shall be conducted. A positive result substantiating drug use shall result in such documentation being submitted to the Office of Human Capital along with all other conference reports and recommendations for disciplinary action, and a recommendation for suspension without pay and for termination of employment shall be made. Refusal to submit to a urinalysis shall result in immediate suspension without pay and a recommendation for termination of employment.
- h. Unique circumstances that are deemed by the supervisor as endangering the safety or well-being of the employee or threatening the safety of others shall be referred immediately to the Superintendent and/or his/her designee, who shall refer said employee to the agency designated by the Jefferson Parish School Board for urinalysis for suspected substance abuse. In such case, the above subsections b-g of the procedure shall be suspended.
- I. Consultation with the Jefferson Parish School Board-approved designated agent is mandatory for any medical testing performed by an employee's private physician as a result of the above procedure. All Board members as well as Jefferson Parish School Board employees who drive vehicles as part of their job with the Jefferson Parish School Board shall submit to physical exams and drug of abuse screening panel and confirmation (when necessary) on an annual basis during the first two (2) weeks of August. Probable cause, throughout the school year, shall result in the employee's supervisor referring the employee for immediate drug of abuse screening panel and confirmation (when necessary) by the Jefferson Parish School Board designated agent.

## **Employment Conditions**

### **Condition of Continuation of Employment**

Compliance with the Jefferson Parish School Board's current or amended *Drug-Free Workplace* and *Employee Alcohol and Drug Testing* policies is a condition of continuation of employment. Failure or refusal of an employee to cooperate fully,

sign any required document, submit to any inspection or test, or follow any prescribed course of substance abuse treatment shall be grounds for discipline, up to and including termination. Violation of any part of these policies shall be grounds for termination.

**Consequences of Refusal by Employee**

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

**Prescription Drugs**

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

**Unauthorized Possession or Consumption of Alcoholic Beverages**

Unauthorized possession or consumption of alcoholic beverages by persons on public school property may result in the person(s) being charged and fined not more than one thousand dollars and imprisoned not less than fifteen (15) days nor more than six (6) months without benefit of suspension of sentence.

**Employee Assistance Program**

Employees who feel they need help with an alcohol or drug abuse problem are urged to contact the Superintendent or his/her designee. Assistance is available to employees at the employee's expense. Assistance may include referral to counseling or medical agencies and a leave of absence for treatment when appropriate.

If a leave of absence is necessary for treatment, and is approved, the employee's position (or one similar to it) will be held open for a reasonable period of time. After successful completion of treatment, the employee will be reinstated at the same pay without loss of benefits. Note that a health insurance policy might have some provisions for payment of this type of treatment.

After return to work, the employee's performance, progress, and follow-up treatment shall be monitored. Failure to continue any recommended therapy shall result in termination. Failure to follow all Board policies and regulations pertaining to drugs and alcohol shall result in termination. In addition, an employee may be required to take periodic urine or blood alcohol screenings to verify progress.

Any information disclosed by an employee relating to a problem or its treatment shall be treated as confidential.

### **Education**

The Jefferson Parish School Board will offer to its employees a drug-free awareness program which will provide employees information and education about the following issues:

1. The dangers of drug abuse in the workplace.
2. The Jefferson Parish School Board policy regarding maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation, and employee assistance programs.
4. Any disciplinary action that may be taken against employees for any violation of the drug-free work environment policy.

### **Confidentiality**

The Jefferson Parish School Board recognizes the need to protect individual employee rights. It also recognizes, however, that the public safety of children has been entrusted to its employees and that the first responsibility of the system is to keep that trust inviolate. Referrals made on the basis of impairment will be kept confidential unless they place the safety of other adults and/or children in jeopardy or have a statutory requirement for mandatory reporting. The Jefferson Parish School Board believes that personal information concerning its employees' fitness for duty should be treated as confidential information within the system as well as third parties and should be made available to others within the Jefferson Parish Public School System only on a documented need-to-know basis.

### **Definitions**

*Controlled substance* is any substance listed in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 821), and as further defined by Regulation Act 21 CFR 1300.11 through 1300.15.

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

***Workplace*** is any Jefferson Parish School Board property or other site where work is performed by employees of the School Board, whether owned, leased, or used by the school system, at any school-sponsored or supervised activity, in any School Board owned, leased, vehicle, machinery or equipment used in the course of Board employment, including any school bus or any employee workplace.

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

Ref: 20 U.S.C. ' 3181 et seq.; 20 U.S.C. ' 7101 et seq.; 21 U.S.C. ' 812; 41 U.S.C.A. ' ' 701-707;  
La. Rev. Stat. Ann. ' ' 14:91.7, 17:240, 17:402 et seq., 40:961 et seq.; Board minutes, 3-8-89.

***GAMEB: Employee Alcohol and Drug Testing—Commercial Drivers License Holder***

The Jefferson Parish School Board, as a result of its responsibilities to its employees and to the public it serves, has a compelling obligation to eliminate illegal drug and alcohol use from its workplace. The School Board recognizes the increased risks and dangers when employees use drugs in the workplace.

**Application**

This policy shall apply to all present and future full or part time **employees who drive or whose job functions include driving such as** drivers, driver applicants, contract drivers, volunteers, and auxiliary personnel employed by or representing the School Board when driving a School Board vehicle or while driving on School Board business. The School Board requires compliance with this policy as a condition of employment, continued employment, and continuation of contractual agreements with the School Board in the capacity of a driver. The School Board shall pay the costs of any alcohol or drug tests that it may require.

The terms of this policy shall apply to all School Board property including but not limited to School Board land, offices, buildings, structures, installations, work locations, and all fixtures, machinery, and equipment herein. This policy shall also apply to all owned, leased, or used automobiles, trucks, vehicles, equipment, or other transportation **which require that the driver possess a commercial driver's license** used at or while traveling to and from School Board property during the performance of any School Board business. The term employee in this policy shall refer to anyone who drives a vehicle owned or contracted by the Jefferson Parish School Board.

**Prohibitions**

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

More specifically prohibited substances include:

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

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

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

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

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

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

***Alcohol Use and Possession Prohibited:* No driver shall report for duty or remain on duty to operate a school bus or other covered vehicle while having an alcohol concentration of 0.04 or greater. No driver shall be on duty or operate a school bus or other covered commercial motor vehicle while the driver possesses alcohol. No driver shall operate a school bus or other covered vehicle within four (4) hours after using alcohol. No driver required to take a post-accident alcohol test shall consume alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first. Any violation of this policy may result in discipline up to and including termination.**

#### **Enforcement**

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

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

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

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

tests should be administered within two (2) hours following the accident. A drug test shall be required within thirty-two (32) hours following an accident. A driver who is subject to a post-accident test shall remain readily available for such testing or may be deemed to have refused to submit to the test, which may result in discipline up to and including termination.

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

Random testing will be used for all employees to detect and to prevent substance abuse. This type of testing is particularly warranted for employees directly involved with public safety or in security sensitive positions. All employees who drive vehicles owned or contracted by the School Board, whether part time or full time, are eligible to be tested.

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

Government required testing may be utilized by the School Board where mandated by the U. S. Department of Transportation, Federal Highway Administration, or other agencies. The regulations apply to all drivers of commercial vehicles involved in interstate commerce.

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

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

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

#### **Notice of Disciplinary Action for Policy Violations**

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

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

#### **Positive Results**

##### ***Alcohol: 0.04 or Positive Result***

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

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

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

##### ***Drugs:***

If the bus driver tests positive for non-prescribed use of illegal or controlled illegal substances, then the bus driver will be immediately terminated.

**If the bus driver tests positive for any other controlled substance that requires a prescription and the bus driver is not taking the drug pursuant to the prescription, then the bus driver will be suspended without pay for a period of seven (7) calendar days or the period of time medically necessary for the body to no longer test positive for the drug or controlled substance, whichever is longer. In order for the bus driver to return to work, he or she will be retested at the end of the suspension period. If the test result is positive, the bus driver's suspension period will be converted to termination. If the test result is negative, then the bus driver will be able to return to work. The company will thereafter test the bus driver regularly for drug and alcohol abuse during the bus driver's remaining employment tenure at Jefferson Parish School Board. In the event a second positive reading for any drugs on any test within one (1) year after the bus driver returns to work, the bus driver will be terminated.**

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

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

Ref: PL 102-143 (Title V, Omnibus Transportation Employee Testing Act); 49 CFR 40 et seq.; 49 CFR 10, 382, 391, 394; La. Rev. Stat. Ann. ' ' 17:81, 23:897, 23:1081, 23:1601, Board minutes, 11-16-94.

**GAMFB: Handling of Body Fluids**

The Jefferson 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.

**Contact with Body Fluids**

**While the risk of infections may be low, contact with bodily fluids shall be minimized by using these precautions.**

- **Wear disposable exam gloves when contacting body fluids i.e. blood, drainage from cuts and scrapes, vomit, urine, feces, semen, and saliva.**
- **Clean contaminated surfaces with an approved sanitizer using clean gloves.**
- **Thoroughly wash hands with soap and water after removing gloves for three minutes if in contact with body fluids without gloves.**

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; Bulletin 741, *Louisiana Handbook for School Administrators*, Louisiana Department of Education.

**GAMFC:        *Health Examinations***

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

All Board members as well as Jefferson Parish School Board employees who drive vehicles and who hold a commercial driver's license for the Jefferson Parish School Board shall submit to physical examinations, inclusive of eye, general physical condition and drug abuse screening panel and confirmation (when necessary) on an annual basis during the first two weeks of August. Said physicals shall be paid for by the Jefferson Parish School Board.

**Bus Operator**

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

**Reporting of Arrests**

A school bus operator shall report his arrest for a violation of R.S. 14:98, 98.1, or any other law or ordinance that prohibits operating a vehicle while under the influence of alcohol or any abused substance or controlled dangerous substance. The report required shall be made by the operators to the Director of Transportation for the Jefferson Parish School Board. Such a report shall be made within 24 hours of the arrest or prior to the operator next report for his work assignment as a school bus operator, whichever time period is shorter. Such report shall be made by the school bus operator regardless of who owns or leases the vehicle being driven by the operator at the time of the offense for which he or she was arrested and regardless of whether the operator was performing an official duty or responsibility as a school bus operator at the time of the offense.

Ref: 42 USC 12101 et seq. (*Title I, Americans With Disabilities Act*); La. Rev. Stat. Ann. ' ' 17:81, 17:491, 17:491.2, 17:491.3,23:302,303,322,324,897; 46:2251..

***GAMFD: Personal Security and Safety***

**Staff Identification**

The Jefferson Parish School Board recognizes that school safety and security are of extreme importance for all schools. The principal shall implement a staff identification card program, and then the following guidelines shall be followed:

1. Teachers and school staff members must have a staff identification card showing the employee's name, department or building location, bar-coded identification number, picture, and position or job title.
2. Staff identification cards must be worn by the employee and clearly visible at all times (on front of body, either clipped to clothing or worn around neck) below neck and at or above the waist at all times while on School Board property during employee work hours or school activities. The cards must not be defaced or altered in any way. Cards altered or defaced shall be replaced.
3. Staff identification cards shall be provided each year by the Jefferson Parish School Board at no cost. Lost or misplaced identification cards may be replaced upon request. Temporary cards shall be provided for employees who do not have an identification card.
4. All visitors shall wear "VISITOR" cards while on campus during the school day showing that they are visitors at the school. Exceptions will be staff who already have staff identification cards from other locations in the parish or when large groups of parents are visiting on campus.
5. Substitute employees may also obtain "SUBSTITUTE" identification cards showing that they are substitute employees.

**Employee Protection**

Any individual, including any parent or guardian or any student attending a school of the Jefferson Parish School Board, who physically assaults or threatens harm to any teacher, staff member or employee of the Jefferson Parish School Board shall not be allowed to enter the campus of any Jefferson Parish public school or the grounds of any other facility owned and operated by the Jefferson Parish School Board without prior approval of the principal of the school or the individual in charge of the facility if not a school.

**If an employee is physically assaulted or a threat is received at the school against an employee of the Board, the principal of the school or the supervisor of the employee if not at a school shall immediately prepare in writing the circumstances of the event, including corroborating statements of any witnesses to the occurrence and submit same for review by their supervisor, unless the threat is made to the Network Director or the department head. The Executive Director or department head will review the investigation materials and determine if the matter warrants a letter from the Superintendent forbidding the person who made the threat or assaulted the teacher to come on campus. If the Executive Director or department head believes the action is appropriate, he will send the materials to the Board Attorney. The Board attorney will prepare a letter to the Superintendent to be sent to the individual forbidding the person from entering any Jefferson Parish Public School campus or the grounds of any Jefferson Parish Public School facility without the prior approval of the principal of the school or the administrator of the facility. A copy of the letter shall be sent to the appropriate school or facility where the employee works and the staff of the school or facility shall be notified that the individual shall not be allowed at the school or the facility.**

**If the individual is discovered by an employee on the grounds of the school or facility, the employee shall notify the principal or the building administrator immediately. If the individual has not received the required approval to be on campus or on the grounds of the facility, law enforcement with jurisdiction over the school or facility shall be notified and requested to assist. A copy of the letter should be available for the police upon their arrival. The principal or supervisor shall be authorized to press charges of criminal trespass under La. Rev. Stat. Ann. §14:63 and any other appropriate criminal statutes.**

***GAMG: Dangerous Weapons***

**Firearms**

**No employee of the Jefferson Parish School Board is allowed to possess a firearm of any kind on any School Board property at any time, except in their personal vehicle, unless an emergency has been declared either by the Parish President or the Jefferson Parish School Board, and the school employee has obtained the permission of the Superintendent. Any employee who carries a firearm in their vehicle must have it locked in their vehicle and out of sight from outside of the vehicle when parked on school property. No employee may carry a firearm in a Jefferson Parish Public School System vehicle at any time.**

Ref: La. Rev. Stat. Ann. ' ' 14:2, 14:95, 14:95.2, 14:95.6, 17:81; Board minutes, 5-6-09.

***GAMI: Employee Use of Telephones and Other Electronic Telecommunication Devices***

**Personal and Business Telephone Calls**

Generally, personal telephone calls made or received by employees are discouraged due to their disruptive nature. However, the Jefferson Parish School Board recognizes that under certain circumstances it becomes necessary or important for an employee to communicate with a family member. Such instances should be kept to an absolute minimum and the employee's supervisor shall be informed in each instance that occurs.

In cases of legitimate emergencies requiring immediate notification, the employee shall be permitted business phone usage to respond.

**Cell Phones and Other Electronic Telecommunication Devices**

The School Board allows employees to have cellular phones or other electronic telecommunication devices in their possession during work hours and the right to use those phones or devices at non-duty times. However, in the interest of the safety and welfare of students and the community, the following guidelines shall govern the use of cellular phones or other electronic telecommunication devices during the employees' work hours and times with students:

1. Employees may not engage in electronic communication during those class periods in which they are directing instructional activities for students. Cellular phones should be off during assigned class times.
2. Employees may not engage in electronic communication during any time that they are driving School Board-owned vehicles. Cellular phones should be off during the times that employees are driving their vehicles.
3. The Board recognizes that there are employees who drive School Board-owned vehicles and who are required to maintain radio contact with their departments while driving their vehicles. Any employee who is contacted by School Board radio while driving a School Board-owned vehicle should come to a complete stop at a safe place as soon as possible and respond to the radio call.
4. Employees may not engage in electronic communications during any professional meetings which they are required to attend, i.e., faculty meetings, department meetings, in-service sessions, etc.
5. Employees are encouraged to route phone calls of an emergency nature through their school and/or department offices. Employees shall be notified immediately in case of any emergency notice. Collect calls shall not be accepted.

Employees who are not in compliance with the above guidelines may be subject to disciplinary guidelines set forth by the Board.

Ref: La. Rev. Stat. Ann. '17:81.

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**GAMIA:**

***Electronic Communications between Employees and Students***

The Jefferson 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 anytime 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 at a school to a student enrolled at that school 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 prohibits 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.

A principal, or his designee, may 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 designee, to do so and has provided documentation in writing to the principal, or his 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.

Any electronic communication made by an employee at a school to a student enrolled at that school or that is received by an employee at a school from a student enrolled at that school 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.

**Definitions**

***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.

***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.

***Computers*** – pertains to any and all computers.

***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.

***Improper or inappropriate communications*** – any communication between employee and student, or between employees 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 Jefferson 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. A 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 Human Capital Office 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**

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

**GAMJ:            *Miscellaneous Conditions of Employment***

**Inspections and Searches**

**It shall be the policy of the Jefferson Parish School Board to inspect 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, or controlled substances.**

**As a condition of employment, each employee of the Jefferson Parish 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 Jefferson Parish 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 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.**

Ref:    La. Rev. Stat. Ann. §17:81.

*GAN: Employee Recognition/Awards*

**Recognition of Achievement**

**The Jefferson Parish School Board shall recognize the outstanding achievements of its employees. In honoring professional personnel, teachers and principals, awards/ honors won through membership in and in competition with others at state and national levels shall be recognized at Board meetings. Such recognition by the School Board would be recommended by a principal or a member of the administrative staff. Nomination to national honorary societies by principals cannot, in all cases, be considered as the basis for recognition at a School Board meeting. Although some are bona fide, professional, honorary societies, there are others which are more promotional and profit motivated than professionally oriented.**

**Outstanding achievement awards, including Teacher of the Year recognition at each school and the honoring of the retirees, shall be presented in a televised ceremony at the June Board meeting.**

**Special recognition of auxiliary personnel is to be recommended by division or department heads when unusual circumstances justify consideration for School Board recognition.**

Ref: Board minutes, 7-25-84.

**GB: Personnel—Professional and Support**

The Superintendent and the school principal shall make all employment-related decisions based upon performance, effectiveness, and qualifications as applicable to each specific position. Effectiveness, as determined pursuant to the evaluation program shall be used as the primary criterion for making personnel decisions; however, in no case shall seniority or tenure be used as the primary criterion when making decisions regarding the hiring, assignment, or dismissal of teachers and other employees.

**GBA: *Employment Contracts and Compensation***

**Contracts**

The Superintendent and its professional employees shall enter into contracts of employment for a specified period of time and compensation, with exceptions as may be determined. 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, with the exception of performance contracts, shall be issued on or before the last day of each school year, whenever possible, unless the employment is terminated, or action is being considered to terminate the contract, for any reason prior to the end of the school year.

The execution of an employee contract by the Superintendent and employee shall be legally binding upon both parties. The failure of a non-tenured teacher to sign a contract for the ensuing school session within the specified time, or a tenured teacher, when required, shall be considered as voluntary termination of employment on the part of the teacher, unless under extenuating circumstances, an extension is granted by the Superintendent. Any subsequent resignation or termination of said contract for reasons other than extreme emergencies, as determined by the Board, shall constitute a breach of contract against which legal action may be taken by the Board Superintendent and the employee dealt with accordingly.

The Superintendent or his/her designee shall sign each employee contract. **Unless specifically covered by a written employment contract expressly entered into by the individual employee and the Jefferson Parish School Board Superintendent, support staff personnel, excluding bus drivers, shall be hired on an at-will employment basis. Bus drivers shall be required to sign employment contracts.**

All School Board contracts entered into between the Superintendent and any principal, assistant principal, administrator and/or teachers and the employment of all principals, assistant principals, administrators, and/or teachers shall be governed by

any School Board policy including the School Board policy adopted on March 11,2010 and amended by the School Board on October 5, 2011 regarding reconstitution of schools which states:

**Schools Not Meeting The State Determined School Performance Growth Target Score**

Any school not meeting its state determined school performance growth target score (SPS) may be reconstituted. Any school not doing so for three (3) consecutive school years shall be reconstituted. Reconstitution will include but not necessarily be limited to the following:

1. the replacement of the principal, and
2. the replacement of other administrators as deemed necessary by the Superintendent.

The principal and administrators, as deemed necessary, of a school not meeting its required SPS Growth Target Score may be placed in other positions of equal standing and salary or, if given an unsatisfactory evaluation(s), upon recommendations to the Board, may be subject to demotion at the termination of the principal's or administrator's contract term or, if demotion is recommended by the Superintendent during the contract term and sufficient evidence exists to do so, after hearing before the Board. The Superintendent may recommend an extension of a principal's contract in such cases if compelling evidence exists to do so.

The replacement of teaching staff members of a school not making its required SPS growth target may be replaced as deemed necessary when a reconstitution takes place.

Teachers may re-interview for positions at the school. These interviews will be conducted by the newly assigned principals.

**Compensation**

**Salary Schedules**

The salaries of all personnel shall be established by the Superintendent in accordance with State law.

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 of the formula used to compute such employees' salaries:

- (1) Effectiveness, as determined by the performance evaluation program as provided by law;
- (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 performance evaluation program as provided in R.S. 17:3881 through 3905 shall receive a higher salary in the year following the evaluation than he received in the year of the evaluation.

The amount of the annual salary paid to any *teacher* or other school 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 *teacher* be reduced at any time during an academic year. The limitations on the reduction in the amount of the annual salary paid to any teacher shall not be applicable to the correction of any accounting errors or to a reduction necessitated by the elimination of a state program or state funding. Any salary reduction shall not apply to any local salary supplement funded, in whole or in part, from a revenue source requiring voter approval, when such voter approval has not been obtained.

#### Salary Supplements

Salary supplements may be paid to certain instructional personnel who assume special duties. Such supplements shall be reviewed and adopted by the Board upon the recommendation of the Superintendent.

#### Military Service Credit on Salary Schedule

Any person who was regularly employed as a teacher by a school system of this state prior to induction for service in the military and who served on active duty in the armed forces of the United States during the Vietnam conflict shall receive credit the period that he/she served in the armed forces of the United States. Further, any Louisiana Certified Teacher in the United States Armed Forces Institute school system, who has taught academic subjects consecutively in Louisiana, and who transfers from the United States Armed Forces Institute to this parish, shall be given full credit on the teacher salary schedule for the years and months of satisfactory teaching service previously rendered in the United States Armed Forces institute school system.

#### Garnishments

As may be required by a court order, employees may be subject to a deduction from their wage or salary to satisfy a judgment against the employee. The Office of Human Capital shall be immediately notified of any court order setting

forth garnishment of an employee's pay and shall make the deduction as required. The amount of said deduction shall be forwarded to the creditor(s) as directed by the court order.

### **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.

Newly hired retirees shall maintain their immediate past salary (salary received at time of retirement) and receive increases only as they accrue to other employees with similar duties and responsibilities.

### **Non-Certified Employees**

Compensation for all non-certified employees shall be based on salary schedules or hourly rates established by the Superintendent, with the exception that no employee shall receive less than the minimum established by state or federal law. Principals shall not be permitted to directly supplement employees' salaries from any school or school related funds.

### **Other Employees**

Certain employees may be employed on the basis of a fixed number of days beyond the 182 days of the regular school year, and shall be paid on the basis of his/her daily rate of pay.

Ref: LA R.S. 17:419.2; LA R.S. 17:420; Board Policy adopted and amended 10/5/2011 regarding Reconstitution of Schools

*GBAA: Compensation Guidelines/Overtime*

### **Minimum Wage**

The minimum wage paid on an hour-by-hour basis to all school system employees whether full or part time, permanent or temporary will be 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 Thursday 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 will vary as to time of reporting and will continue until professional responsibilities to students, school, and School System are completed. Administrative meetings, curriculum development, pupil supervision, assigned duties, parent conferences, group or individual planning, extracurricular activities, School Board and Board Committee meetings may require hours beyond any stated minimum. The Administration, consistent with the FLSA and the provisions of this policy, will define work schedules for nonexempt employees.

### Salaries

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

### Part Time in Different Capacity

If non-exempt individuals are employed in one capacity and additionally work in another capacity for the Jefferson Parish School Board, the combination of the hours worked may not exceed forty hours unless approved by *both supervisors* for the positions worked. The signatures of both supervisors must be on the same approval form.

### Classification of Exempt or Non-exempt Employees

*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, supervisors, principals, assistant principals, and department heads.

*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 drivers, and security personnel. Nonexempt employees may also include office employees who perform non-manual labor, such as secretaries, paraprofessionals, clerks, bookkeepers, nurses, data-processing operators and technicians. 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 longer than 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 will earn compensation at one-and-one-half times their *regular rate* for all hours worked more than forty (40). However, the School Board discourages overtime work (more than forty hours in a workweek) by nonexempt employees.

#### **Overtime Hours**

Overtime hours (more than forty hours worked in a workweek) will be held to a minimum consistent with the needs and requirements of sound and orderly Administration. No nonexempt employee is allowed to work more than 25% of his or her annual income during a calendar year. If the 25% threshold is met, he or she cannot participate in any other overtime work unless approved by the Superintendent. Overtime assignments of nonexempt employees shall be permitted only when required by operational necessity. All hours worked by nonexempt employees must be scheduled and duly authorized. Any hours worked by a nonexempt employee over forty (40) hours during the workweek must be authorized in writing by the building principal or department head prior to the time the work is performed. Unauthorized overtime will not be tolerated. All supervisory personnel must monitor overtime use on a weekly basis and report such use to the Superintendent or his/her designee.

#### **Flexible Time**

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

Building principals, department heads and other supervisors are 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 are not allowed to begin their duties prior to their scheduled start time and supervisors are to monitor sign-in procedures to prevent such employees performing duties prior to the start time.

### **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 will be provided at the rate of one and one-half hours for each hour of overtime worked.

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

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

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

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

### **Travel**

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

### **Leave**

Time **off which is not actually worked (such as** 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) is not counted as hours worked to determine if a nonexempt employee worked more than forty (40) hours in a workweek.

### **Volunteers**

A *volunteer* is 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 his/her designee must approve any exception.

### **Exclusions from Overtime Pay Requirements**

Executive, administrative, professional and certain computer employees are 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 will be maintained by the Office of Human Capital.

### **Exempt Employee Deductions**

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one 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 complaint in accordance with the School Board's complaint procedure (policy *GAE*), if there is a dispute or objection to deduction from pay.

### **Record-Keeping**

#### **Exempt Employees**

The following records must be kept for each employee:

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

#### **Nonexempt Employees**

The following records must be kept for each employee:

- Name and identifying number
- Birth date, if younger than nineteen (19)
- 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 (29 C.F.R. §516.2)

**Retention of Payroll Records (See also policy DIE, Retention of Records)**

**Records to be preserved For 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 (29 C.F.R. §516.5)

**Records to be preserved for 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 (29 C.F.R. §516.6)

**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.

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

*In-Service Training* - when authorized or required will 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).

*Bus Drivers* - uninterrupted time off between the morning and afternoon runs will not count as hours worked.

*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. If a disaster occurs or is imminent, causing the Superintendent or designee, or is imminent, causing the Superintendent or designee, the principal or designee, to close school(s) or central office(s), or to direct employees at such sites, in whole or in part, to leave the premises of such buildings, employees so affected shall not suffer any loss of pay or other benefits, provided the foregoing shall not affect the right of the Board to reschedule or reassign employees in order to deal with such disasters.

*Flexible time (flex time)* - A principal or supervisor 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. A principal can assign rotating work days that may include Saturday to cover such events like extracurricular team tryouts and/or meetings.

#### **Acknowledgement of Policy**

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

Ref: 29 U.S.C. Section 201, et.seq. (*The Fair Labor Standards Act of 1938, as amended*);  
Garcia v. San Antonio Metropolitan Transit Authority et al., 105 S.Ct. 1005 (February 1985);  
La. Rev. Stat. Ann. "17:84.1, 17:196 et. seq., 17:422.5.

**GBBA:            *Qualifications and Duties***

**Qualifications and specific requirements for most personnel positions of the Jefferson Parish School Board are outlined in each respective job description contained in the Board's *Personnel Evaluation Plan*. For these positions not enumerated in the *Plan*, qualifications shall be as determined by the Superintendent.**

Ref:    La. Rev. Stat. Ann. §17:81; 7-3-85.

**GBC:            Recruitment**

**The Jefferson Parish School Board recognizes that an outstanding educational program in any school system is dependent upon the employment and retention of the best qualified personnel. The Board feels that this can best be accomplished by giving careful consideration to qualifications and by providing attractive salary schedules, good working conditions, and adequate facilities.**

**The Superintendent or his/her designee shall be responsible for the maintenance of a plan for actively recruiting qualified personnel for employment by the school district.**

**Applications for classroom or special teaching positions shall be submitted to and retained by the Office of Human Capital for a period of not less than three (3) years and all applications for non-certified positions shall be retained for a period of not less than one (1) year.**

**When filling vacancies in positions of authority or those with policymaking duties, the School Board or any agent acting on behalf of the School Board shall not utilize only oral contacts and interviews of applicants considered, or use any other means to circumvent the provisions of this 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.**

**No member of the school board or school employee employed by the board shall disclose any information obtained pursuant to this Section to any person, other than the applicant, who is not directly involved in the process of evaluating the applicant's qualifications for employment.**

**Disclosure of Information by Applicant**

**Prior to hiring any employee, 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 BESE, committed by the applicant, if any, if such employer is/was a city, parish, or other local public School Board.**

***Adult sexual misconduct in schools***, as defined by BESE for the purposes of disclosing information to the School Boards includes sexually inappropriate behavior by the adult that is directed at a student, including but not limited to sexually-related conversations, jokes, or questions directed at students. More specifically, *sexual misconduct* is:

- a. any conduct that would amount to sexual harassment under Title IX of the (U.S.) Education Amendments of 1972, as amended;
  - b. any conduct that would amount to a sexual offense affecting a minor under state criminal codes;
  - c. any sexual relationship by a school employee with a student, regardless of the student's age; with a former student under 18; with a former student (regardless of age) who suffers from a disability that would prevent consent in a relationship. All students enrolled in the school and in any organization in which the school employee holds a position of trust and responsibility are included;
  - d. any activity directed toward establishing a sexual relationship such as sending intimate letters, engaging in sexualized dialogue in person, via the Internet, in writing or by phone, making suggestive comments, dating a student.
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.

In accordance with the Louisiana Children's Code, Art. 603:

1. ***Abuse*** means any one of the following acts which seriously endanger the physical, mental, or emotional health and safety of the child:
  - a. 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.
  - b. The exploitation or overwork of a child by a parent or any other person.
  - c. The involvement of the child in any sexual act with a parent or any other person, or the aiding or toleration by the parent or the caretaker of the child's sexual involvement with any other person or of the child's involvement in pornographic displays, or any other involvement of a child in sexual activity constituting a crime under the laws of Louisiana.

2. ***Neglect*** means the refusal or willful 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 is substantially threatened or impaired. Neglect includes parental neglect. Consistent with Louisiana Children's Code, Art. 606(B), 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.

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, 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 School Board may employ any applicant on a conditional basis pending the Board's review of any information obtained pursuant to this request. However, in accordance with statutory provisions, the School Board shall not hire any applicant who does not sign the statement as required by law.

Any information obtained by the School Board as a result of the statement and request outlined above shall be used by the Board *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, 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.

#### **Criminal History of Applicants**

The Jefferson Parish School Board shall require, in accordance with state law, applicants for employment with the School Board to submit necessary information regarding their backgrounds. A prospective employee shall be required to provide authorization for the disclosure of any information regarding past criminal activities, including arrests for, convictions of, or having pled *nolo contendere* to any criminal offense. All persons shall be hired on a contingent basis by the Jefferson Parish School Board until the background check has been completed.

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. No person who has been convicted of or has plead *nolo contendere* to crimes listed in La. Rev. Stat. Ann. §15:587.1 shall be hired as a teacher, substitute teacher, bus driver, substitute bus driver, or janitor, or as a temporary, part-time, or permanent school employee of any kind, unless approved in writing by a district judge and the district attorney with jurisdiction in this parish, or if employed on an emergency basis, unless approved in writing by the Superintendent. Any such statement of approval shall be kept on file at all times at the location wherein the employee is assigned and shall be produced upon request by any law enforcement officer.
2. 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.
3. Every such prospective employee shall be subjected to fingerprinting and each person's fingerprints shall be submitted to the proper authorities for a criminal history review.
4. A person who has submitted his/her fingerprints may be temporarily hired pending the results of the inquiry.
5. Upon the final conviction or upon a plea of *nolo contendere* of any crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74 (criminal neglect of family), any teacher may be dismissed following a hearing held in accordance with statutory provision.
6. 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, may be dismissed.
7. 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.

8. **The Board may reemploy a teacher or other school employee who has been convicted of crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, only upon written approval of a district judge and the district attorney who has jurisdiction in this school district.**

Ref: La. Rev. Stat. Ann. ' ' 17:24.2, 17:81,17:83, 23:291, 44:12.1, 44:31, 44:31.1, 44:32, 44:33, 44:34; LA. R.S. 17:81.9(H).

**GBD:            *Employment***

The Jefferson 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, religion, sex, age, **gender, sexual orientation, genetics, marital or veteran status**, national origin or any similar protected 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 made on a non-discriminatory basis with selection procedures and evaluative criteria known to all applicants. Applicants should not resort to the use of political, social, or other pressures to gain employment or promotion.

**Personnel Changes**

The Superintendent shall select teachers and all other personnel from recommendations made by the Office of Human Capital. 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.

**Certified Personnel**

The Superintendent and/or his/her designee shall consult with the principal regarding any possible selections made by the Superintendent for hiring or placement of any teacher or other certified personnel at the school in which the principal is employed. In addition, 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.

The Board shall require all teaching personnel employed by the district to possess those qualifications set forth by the Louisiana Board of Elementary and Secondary Education (BESE) and by all applicable accrediting agencies. The Board also recognizes that these qualifications, as well as qualifications for all positions, are set up to promote minimum standards. The Superintendent and/or his/her designee shall strive to employ persons who exceed these minimum requirements, whenever possible.

**Bus Drivers**

The Superintendent shall only employ as school bus drivers those persons who have met all state and federal requirements for such position.

Whenever a school bus operator owning his/her own bus retires, the Administration shall first offer a vacated route 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 Administration may select an operator to fill a vacant route using a different process than outlined above.

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.

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.

Vacant trips will be assigned in the best interest of the School System and the student to be served. To the extent it is practical to do so seniority as a bus driver will be used; however, size of bus, time schedules, frozen mileage, availability of bus attendants (if applicable), and other factors must be considered.

NOTE: The practice of "bumping" shall not be utilized.

#### Definitions

*Seniority*: The first consideration for seniority for bus owner/operator is the total period of continuous uninterrupted full-time service as a school bus operator with the Jefferson Parish School Board excluding official leave time granted by the School Board. When the experience as an owner/operator is equal, then second consideration shall be the number of years of uninterrupted service as an employee of the Jefferson Parish School Board. When these two factors are equal, then routes shall be awarded by random selections.

#### NOTES:

- (1) Non-tenured school bus operators who have previous uninterrupted full -time service for the purpose of determining seniority among non-tenured bus operators if a reduction in force (R.I.F.) is necessary.

- (2) For the purpose of base pay (salary) as an owner/operator, the employee will be given credit for all years of service as an employee of the Jefferson Parish School Board.

***Route and Trip:*** A route is the transportation of student to and from school and/or prescribed destinations. School buses normally run two (2) routes per day (one each morning and afternoon). Bus routes are measured in the terms of one-way mileage. Paid one-way mileage begins when the first child is picked up and ends when the final destination or school is reached.

NOTE: An example of a morning route is as follows: a trip to pick up and deliver to a high school; followed by a trip to pick up and deliver students to a middle school; followed by a trip(s) to pick up and deliver students to one or more elementary school(s).

#### **Other Support Personnel**

Applicants shall be selected for support positions based on criteria as may be determined by the Superintendent. Unless specifically covered by a written employment contract expressly entered into by the individual employee and the Superintendent, school support employees shall be hired on an *at-will employment basis*, which means they are subject to dismissal upon the written recommendation of the Superintendent. *School support employee* shall mean any employee of the Board that is not required to hold a valid teacher's certificate as a condition of employment or is not a bus driver.

Ref: La. Rev. Stat. Ann. 11:710, 15:587, 15:587.1, 17:15, 17:81, 17:81.9, 17:430, 17:493.1, 23:897;  
La. Children's Code, Art. 603; *Louisiana Handbook for School Administrators*, Bulletin 741, Louisiana Department of Education;  
Board minutes, 6-12-85, 8-10-88, 1-27-99, 5-1-02, 10-2-02, 6-16-04, 8-3-05, 1-18-06, 4-16-08, 2-4-09.

**GBE:           Assignment**

**Position Assignments**

**The principal will interview all personnel who will work at his/her school. If the employee consents to work at the school and the principal desires to hire him/her, the principal will notify the superintendent, who will approve or disapprove of the employment at the school.**

**The Superintendent and the principal assign all teachers, administrators, supervisory personnel, and other employees of the Board to their respective positions and/or schools upon employment.**

**In order to avoid conflicts of interest, or the appearance of same, no employee shall be assigned to supervise an immediate family member. *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.**

**Class Assignment**

**Class assignment and schedules shall be made by the administration. Every effort will be made for class assignments to be posted no later than the principal's last working day of the current school year. Reconsiderations of any posted assignment can be made at the discretion of the school principal.**

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

**GBI:   Evaluation**

**The Jefferson Parish School Board believes the quality of teaching and learning is directly related to the performance of personnel who work in the school district. The School Board, therefore, shall strive to attract, retain, and promote the most highly qualified personnel available for any and all positions of employment in the district. In turn, it is the policy of the School Board to appraise the performance of all personnel in its employment.**

**The Superintendent and his/her staff shall have the responsibility for developing, monitoring, and maintaining an effective and efficient personnel evaluation program in accordance with guidelines as developed by the Louisiana Department of Education and adopted by the Board of Elementary and Secondary Education (BESE). The observation, evaluation and assessment process shall assess the strengths and weaknesses of the individual and identify necessary steps to be taken to help the individual continue to grow professionally.**

**The process for all observations, evaluations, teacher conferences, and related functions shall be conducted in accordance with state requirements.**

Ref: La. Rev. Stat. Ann. ' ' 17:391.3, 17414.1, 17:3881, 17:3882, 17:3883, 17:3884, 17:3891, 17:3892, 17:3893, 17:3894, 17:3895, 17:3896, 17:3901, 17:3902, 17:3903, 17:3904; Board minutes, 6-3-92.

**GBJ:           *Promotion***

**The Superintendent will make the final decision concerning promotion of employees. All employees considered for promotion must possess all appropriate qualifications and/or certifications required for the position at issue, and past experience will be considered.**

**Teachers/Certificated Employees**

**Whenever a teacher is promoted by the Superintendent from a position of lower salary to one of higher salary, the Superintendent and employee shall enter into a written contract of employment for a term of two (2) years, except when such employment is for a temporary position.**

**Any teacher 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**

**Promotion of support personnel shall be made by the Superintendent.**

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

**GBK:            *Discipline***

**The Superintendent, in accordance with state law, shall have authority to discipline employees in any manner, including oral or written reprimand, suspension, or termination, when an employee's behavior warrants such action. When not otherwise provided for by state law or policy, any disciplinary action to be considered by the Superintendent shall be the decision of the Superintendent.**

**Documentation of employee behavior, performance, and disciplinary action taken shall be properly and thoroughly recorded.**

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

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

Ref:    La. Rev. Stat. Ann. ' ' 17:81, 17:81.8, 17:443.La. R.S. 17:1237

**GBKA:           Suspension**

The Superintendent may suspend any person in its employment when he/she has reason to believe the interests of the school district so dictate.

The Superintendent shall have the authority to temporarily suspend any employee with or without pay when the circumstances necessitate immediate action. If an employee's supervisor believes that an employee has violated a law, policy or procedure which might require discipline, the supervisor may recommend to the Superintendent that the employee be suspended pending the investigation and, if necessary, final disciplinary action.

Prior to the recommendation of suspension, the supervisor will hold a special conference with the employee after notifying him or her that s/he is alleged to have violated a law, policy or procedure which is being investigated and may result in disciplinary action. The conference will be held and the employee notified of the allegations being made against him or her. S/he will be given the opportunity to respond at that time.

If the supervisor believes that sufficient information is available to suspend the employee, s/he will recommend to the Human Capital Office that the employee be suspended pending the investigation and forward all the available documentation, including the special conference, to the Human Capital Office.

The Chief Human Capital Officer, or his/her designee, will review the documents and decide if an immediate suspension is appropriate. If so, the Chief or his designee will recommend to the Superintendent that the employee be suspended pending the investigation and forward all the available documentation, including the special conference, to the Superintendent for review.

If the Superintendent, after reviewing the documentation and recommendations of the supervisor and the Human Capital Officer or his/her designee, agrees that the person should be suspended, the Superintendent will notify the employee in writing that he is suspended.

If he/she is a tenured teacher or tenured bus driver, he/she will be suspended with pay until the investigation is completed and a determination is made whether to proceed to a hearing on the matter. If he is any other employee, he will be suspended without pay.

If the Superintendent does not agree that the employee needs to be suspended during the investigation, he/she will remain in his position pending the outcome of the investigation.

Ref: La. Rev. Stat. Ann. ' ' 17:81, 17:443; Reed v. Orleans Parish School Board, April 30, 1945, 21 So.2d 895; **(La. App. 1945)** Frazier v. East Baton Rouge Parish School Board, App. 1 Cir. 1961, 128 So.2d 250. **(La. App. 1<sup>st</sup> Cir. 1961)**

**GBL: Tenure**

**Bus Operators hired before July 1, 2012**

**Each school bus operator hired before July 1, 2012 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 therefore.**

**Any school bus operator found unsatisfactory by the School Board at the expiration of the probationary term shall be notified in writing by the Board that he/she has been discharged or dismissed. In the absence of such notification, the probationary school bus operator shall automatically become a regular and permanent operator in the employ of the School Board.**

**Bus operators hired after July 1, 2012 shall be treated as all other support personnel.**

**Support Personnel**

**All support personnel shall be placed on 180 day introductory period upon employment. All support personnel shall be evaluated by their principal and/or immediate supervisor at the end of the first ninety(90) days of employment and at the end of the six month probationary period. Successful completion of the probationary period shall in no way convey any expectation of continued employment, rather the employee shall remain an at-will employee.**

**Certificated Personnel**

Tenure shall be granted to certificated employees in accordance with state law. The term *teacher* as used herein is defined to mean and include all professional employees of the system who hold teaching certificates and whose job descriptions require the holding of such certificates. A teacher who has acquired tenure before September 1, 2012 retains tenure is subject to the provisions of this policy.

Effective beginning July 1, 2012, a teacher rated “highly effective” for five years within a six-year period pursuant to the performance evaluation program as provided in R.S. 17:3881 through 3905 shall be granted tenure. 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 towards the time required for acquisition of tenure.

The school superintendent shall notify a teacher, in writing when tenure has been awarded and the teacher is deemed to have acquired tenure on the date specified therein. A teacher who is not awarded tenure remains an at-will employee of the public school board or the special school district but shall acquire tenure upon meeting the criteria established.

Beginning with the 2013-2014 school year, a tenured teacher who receives a performance rating of “ineffective” pursuant to the performance evaluation program as provided in R.S. 17:3881 through 3905 shall immediately lose his/her tenure and all rights related thereto. If a teacher is rated “highly effective” based on the evidence of the growth portion of the evaluation but is rated “ineffective” according to the observation portion, within thirty days after such finding, the teacher shall be entitled to a second observation by member of a team of three designees, chosen by the local Superintendent, which shall not include the principal. Such teacher shall reacquire tenure if any of the following applies:

- a) The teacher’s “ineffective” performance rating is reversed pursuant to the grievance procedure established. In such case, the teacher’s tenure shall be immediately reinstated.
- b) The teacher receives a performance rating of “highly effective” for five years within a six year period subsequent to receiving an “ineffective” rating.

Substitute teachers, those in federally funded programs, and those teaching on any kind of temporary certificate or special certification waiver cannot acquire tenure. Principals, supervisors, and other administrative personnel on administrative contracts do not acquire tenure. Coaches cannot earn tenure as coaches.

### **Bus Operators**

All bus drivers who attained tenure under *La. R.S. 17:491* by July 1, 2012, shall retain their tenure. Those hired before July 1, 2012, but have not obtained tenure by that date, may obtain tenure if s/he is not notified that s/he will not be retained during or at the end of his or her probationary period. No driver hired after July 1, 2012 shall obtain tenure.

### **Other Support Employees**

**No tenure is granted by law to other school support employees of the Jefferson Parish School Board. *School support employee* shall be defined as any employee who is not certified to teach or is not employed as a bus driver.**

Ref: La. Rev. Stat. Ann. '17:441, 17:442, 17:443, 17:444, 17:492, 17:493, 17:493.1, 17:494, 17:495, 17:496, 17:496.1, 17:497, 17:497.1, 17:497.2, 17:497.3, 17:497.4, 17:498, 17:499, 17:499.1, 17:1205, 17:1213, 17:1217.

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**GBM:**            *Transfer*

**All transfers, voluntary and involuntary, will be dictated according to transfer guidelines and parameters set by the Superintendent or his/her designee.**

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

**GBN:            *Dismissal***

With the exception of lay-offs caused by programmatic changes, budget cuts, staff reorganizations, reconstitution of schools under Board Policy and/or reductions in force, no School Board employee shall be dismissed except upon stated reasons and in accord with all statutory provisions. Any school employee shall be dismissed by the Superintendent, in accordance with statutory provisions, upon final conviction or pleading *nolo contendere* of certain crimes enumerated in La. Rev. Stat. Ann. §15:587.1 and/or any other felony.

**Support Personnel**

With the exception of lay-offs caused by programmatic changes, budget cuts, staff reorganizations, reconstitution of schools under Board Policy and/or reductions in force, no employee of the Jefferson Parish School Board shall be dismissed without Administration approval.

**Bus Operators**

Bus drivers hired prior to July 1, 2012, who have acquired tenure will retain their tenure and the following rules will continue to apply. Drivers hired prior to July 1, 2012 who have not acquired will be subject to the probationary term as discussed below until they acquire tenure after three (3) years of continuous service. Any driver hired after July 1, 2012 will not acquire tenure. The policies and procedures for discipline will be the same as those for support employees.

During his/her probationary term, a bus operator may be dismissed by the Board upon the Superintendent's written recommendation, accompanied by stated reasons therefore.

Any school bus operator found unsatisfactory by the Board at the expiration of his/her probationary term shall be notified in writing by the District that he/she has been discharged or dismissed.

A tenured school bus operator shall not be removed from his/her position except upon written and signed charges of willful neglect of duty, or incompetence, or immorality, or drunkenness while on duty, 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, and then only if found guilty after a hearing by the School Board by a majority of the Board's membership. An additional ground for the removal from office of any permanent school bus operator shall

**be the abolition, discontinuance, or consolidation of routes, but then only if it is found as a fact, after a hearing by the School Board, that it is in the best interests of the school system to abolish, discontinue, or consolidate said route or routes.**

**All hearings shall be private or public, at the option of the operator affected thereby. At least twenty (20) days in advance of the date of the hearing the Superintendent, with approval of the School Board, shall furnish the affected operator a copy of the written grounds on which said abolition, discontinuance, or consolidation of routes is sought. The operator affected shall have the right to appear before the Board with witnesses in his/her behalf and with counsel of his/her selection, all of whom shall be heard by the Board at said hearing.**

**If a permanent school bus operator is found guilty, the Superintendent shall furnish to the school bus operator a written statement of recommendation of removal or discipline, which shall include but not be limited to the exact reason, offense, or instance upon which the recommendation is based.**

**In the event that one or more school bus operators must be removed due to the abolition, discontinuance, or consolidation of routes, 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.**

#### **Support Employees Other Than Bus Operators hired after July 1, 2012**

**Dismissal of any non-tenured support school employee shall be accomplished in accordance with the following procedure:**

- (1) If a principal or department head believes that an employee has violated any laws, policies or procedures or has not properly performed the requirements of the employee's position, the principal or department head shall conduct an investigation. Once completed, the principal or department head will hold a special conference with the employee after properly notifying the employee that s/he must attend. At the conference the allegations against the employee, and all proof in support thereof will be presented to the employee, who will be given an opportunity to respond. If, after the employee has provided his response, the principal or department feels that discipline is warranted, s/he will make a recommendation to the Superintendent;**
- (2) The entire file shall be forwarded to the Superintendent or his/her designee who will review it and make a final determination of what, if any, discipline should be administered to the employee. The employee will not have a right to a hearing before the superintendent.**

**(3) The decision of the Superintendent will be final. Notice of the Superintendent's decision will be sent immediately to the employee, the principal or department head and the Office of Human Capital.**

**As used herein, *non-tenured employees* shall refer to all school employees who have not attained tenure, including, without limitation, bus drivers hired after July 1, 2012, janitors/custodians, teachers' aides, clerical employees, maintenance workers, and cafeteria workers.**

Ref: La. Rev. Stat. Ann. ' ' 15:587.1, 17:15, 17:81.5, 17:443, 17:444, 17:461, 17:462, 17:463, 17:493, 17:522, 17:523.

**GBNA: Reduction in Force Policy of the Jefferson Parish School Board**

**I. Teachers and Administrators**

**a. *Criteria:***

**When a Reduction in Force is instituted among teachers and/or administrators, the Superintendent shall use only the following criteria to determine what teachers and/or administrators will be included in the Reduction in Force:**

- 1. Demand;**
- 2. Performance; and**
- 3. Effectiveness, as determined by the performance evaluation program as provided in La. R.S. 17:3881-3905.**

**For any Reduction in Force implemented before the 2012-2013 school year, the effectiveness of teachers and administrators who are not evaluated pursuant to the evaluation program provided in La. R.S. 17:3881-3905 shall be determined by the personnel evaluation procedure in effect at the time of the Reduction in Force.**

**b. *Procedure:***

- 1. Determining what teachers and administrators will be included in a Reduction in Force:**

**A Reduction in Force will be instituted by identifying the targeted subject areas or areas of certification that will be affected by the Reduction in Force and by dismissing the least effective teacher or administrator within each targeted subject area or area of certification first. The Reduction in Force will then proceed by effectiveness rating until the Reduction in Force has been accomplished.**

**If the Reduction in Force must include more than one, but less than all of the teachers or administrators with the same effectiveness rating within a targeted subject area or area of certification, then the Reduction in Force**

**within that area will proceed based on performance until the Reduction in Force has been accomplished, dismissing the lowest performing teacher or administrator first.**

**2. “Demand” will determine the “targeted subject areas or areas of certification”:**

**The targeted subject areas or areas of certification to be affected by the Reduction in Force will be determined based on demand.**

**For teachers and administrators assigned to a specific school, demand means the school’s demand for a particular teacher or administrator’s services. For teachers or administrators not assigned to a specific school, demand means the School System’s demand for a particular teacher or administrator’s services.**

**Consistent with his or her responsibility to make employment-related decisions, as set forth in La. R.S. 17:81(A)(6), the Superintendent will determine the demand of each school and of the entire School System after consulting the School’s System’s Principals. The Superintendent will have authority to decide how to consult with the Principals, and the Superintendent will not be bound by any Principal’s recommendations. The Superintendent also may delegate the determination of demand as he or she sees fit.**

**Factors that may be considered when determining demand include but are not limited to the following: particular school need; need for an employee in a subject area or area of certification; enrollment; curriculum; financial or economic constraints or requirements; allocation of resources; special programs or projects; an employee’s qualifications for the position including advanced degree levels; or the needs of a particular unit, department, or division.**

**3. “Performance”:**

**In order to determine the performance of a teacher, the Superintendent will consult the Principal(s) of the school(s) to which the teacher is assigned. In order to determine the performance of an administrator evaluated pursuant to La. R.S. 17:3881-3905, the Superintendent will consult the administrator’s supervisor.**

**Performance will be determined based on a teacher or administrator’s execution of the duties of his or her position, as may be set forth in any applicable job description, and/or based on any other criteria or requirements established by the Superintendent.**



**II. Other School Employees**

**a. *Criteria:***

**When a Reduction in Force is instituted among School System employees other than teachers and administrators who are evaluated pursuant to La. R.S. 17:3881-3905, the Superintendent shall use the following criteria to determine which employees will be included in the Reduction in Force:**

- 1. Performance and effectiveness, as determined by School Board policy; and**
- 2. Demand in light of any applicable certification or academic preparation.**

**b. *Procedure:***

- 1. Determining what employees will be included in a Reduction in Force:**

**A Reduction in Force affecting employees other than teachers or administrators who are evaluated pursuant to La. R.S. 17:3881-3905 will be instituted by identifying the targeted areas that will be affected by the Reduction in Force and by dismissing the employee with the lowest performance and effectiveness rating within each targeted area first. The Reduction in Force will then proceed by performance and effectiveness rating until it has been accomplished.**

- 2. Targeted areas:**

**The targeted areas to be affected by the Reduction in Force will be determined based on demand.**

**For employees assigned to a specific school, demand means the school's demand for a particular employee's services considering any certification or academic preparation applicable to the employee's position. For**

employees not assigned to a specific school, demand means the School System's demand for a particular employee's services considering any certification or academic preparation applicable to the employee's position.

Consistent with his or her responsibility to make employment-related decisions, as set forth in La. R.S. 17:81(A)(6), the Superintendent will determine the demand of each school and of the entire School System after consulting the School's System's Principals. The Superintendent will have authority to decide how to consult with the Principals, and the Superintendent will not be bound by any Principal's recommendations. The Superintendent also may delegate the determination of demand as he or she sees fit.

Factors that may be considered when determining demand include but are not limited to the following: particular school need; need for an employee in a subject area or area of certification; enrollment; curriculum; financial or economic constraints or requirements; allocation of resources; special programs or projects; an employee's qualifications for the position including advanced degree levels; or the needs of a particular unit, department, or division.

3. "Performance and Effectiveness":

In order to determine the performance and effectiveness of an employee assigned to a school, the Superintendent will consult the Principal(s) of the school(s) to which the employee is assigned. In order to determine the performance and effectiveness of an employee not assigned to a school, the Superintendent will consult the employee's supervisor.

Performance and effectiveness will be determined based on an employee's execution of the duties of his or her position, as may be set forth any applicable job description, and/or based on any other criteria or requirements established by the Superintendent.

III. General provisions applicable to all School System employees.

- a. Seniority and tenure will not be considered when instituting any Reduction in Force or in hiring or assigning teachers and other school employees included in a Reduction in Force to vacant positions in accordance with La. R.S. 17:81(A)(6) and 17:81.4.

- b. Employees who are included in a Reduction in Force will be allowed the opportunity to apply for any vacant positions in the School System. In accordance with La. R.S. 17:81(A)(4), (6), principals will fill all vacant positions at the schools to which they are assigned based on performance, effectiveness, and qualifications as applicable to each specific position, subject to the approval of the Superintendent. If any employee included in a Reduction in Force is not hired or placed in a vacant position, his or her employment with the System will be terminated.**
- c. When a school is closed permanently, the procedures set forth in Sections I(b) and II(b) above shall not apply. Rather, all positions at the school to be closed will be eliminated in a Reduction in Force because there is no demand for those employees.**
- d. Every employee included in a Reduction in Force shall have the following additional rights:**
  - 1. The School System shall send to every employee a notice indicating that he or she is included in the Reduction in Force;**
  - 2. The School System shall review the decision to include any employee in a Reduction in Force if the employee submits a written request to the Department of Human Capital so that it is received no later than 14 days after notice of the decision is sent to the employee;**
  - 3. The School System shall send to the employee a notice indicating the result of its review of the decision to include the employee in a Reduction in Force; and**
  - 4. Any employee included in a Reduction in Force shall have the right to address the decision to include him or her in a Reduction in Force through any grievance or complaint procedure adopted by the School System.**

#### **IV. Severability**

**If any part of this Policy is determined to be unlawful or unenforceable for any reason, the remainder of the Policy will remain in effect to the full extent permitted by law.**

**GBNB:           *Conduct of Hearings***

**Teacher**

**A teacher with tenure shall not be removed from office except upon written and signed charges of poor performance, willful neglect of duty, or incompetency, dishonesty, or 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,**

- 1)       The teacher will be furnished with a copy of such written charges and given the opportunity to respond.**
- 2)       The teacher shall have seven days to respond, and such response shall be included in the teacher's personnel file.**
- 3)       At the end of this seven-day time period, the superintendent may terminate the teacher's employment.**

**A teacher shall not be terminated for an “ineffective” performance rating until completion of the grievance procedure established pursuant to R.S. 17:3883(A)(5) if a complaint was timely filed.**

**Within seven days after dismissal, a teacher may request and upon request shall be granted a hearing by a panel composed of a designee of the Superintendent, a designee of the principal, and a designee of the teacher.**

- 1)       In no case shall the superintendent, the principal or state special school administrative head, or teacher designate an immediate family member or any full-time employee of the school system who is under the supervision of the person making the designation.**
- 2)       Such hearing may be private or public, at the option of the teacher.**
- 3)       The hearing shall begin within seven business days after receipt of the teacher's request for such hearing.**
- 4)       The teacher shall have the right to appear before the board tenure hearing panel with witnesses in on his behalf and with counsel of his selection, all of whom shall be heard by the board panel at said the hearing.**
- 5)       For the purpose of conducting hearings hereunder, the panel shall have the power to issue subpoenas to compel the attendance of all witnesses.**
- 6)       Nothing herein contained shall impair the right to seek supervisory review from a court of competent jurisdiction.**

**The tenure hearing panel shall submit its recommendation to the superintendent, and the superintendent may choose to reinstate the teacher.**

- 1)       If the superintendent does not reinstate the teacher, the superintendent shall notify the teacher of his final determination, in writing,**

2) Such teacher may, not more than sixty days from the postmarked date of such written notification, petition a court of competent jurisdiction for a full hearing to review whether the action of the superintendent was arbitrary or capricious.

3) If the action of the superintendent is reversed by the court and the teacher is ordered reinstated and restored to duty, the teacher shall be entitled to full pay for any loss of time or salary he or she may have sustained by reason of the action of the superintendent.

### **Rules of Evidence**

At the hearing the panel shall admit and give probative affect to evidence which possesses probative value commonly accepted by reasonably prudent men in the conduct of their affairs. It shall give effect to the rules of privilege recognized by law. The panel may exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence. Hearsay evidence is admissible if it has probative value; however, hearsay evidence shall not be considered the best evidence available. Written hearsay evidence shall be given full probative value when the introduction of such evidence will expedite the hearing and the interest of the parties will not be substantially prejudiced.

Documentary evidence in the form of copies or excerpts or incorporation by reference shall be received by the panel. In case of incorporation by reference, the material so incorporated shall be available for examination by the teacher before being received as evidence.

The panel shall take notice of judicially cognizable facts. In addition, notice may be taken of generally recognized technical or scientific facts within the panel's specialized knowledge. The panel's experience, competence, and specialized knowledge may be utilized in the evaluation of evidence.

### **Hearing Procedure**

1. All hearings shall be open to the public except when the teacher requests a private executive session.
2. The party shall have the right, but shall not be required to be represented by counsel. Counsel must be duly licensed to practice law in the State of Louisiana. Unless otherwise provided for, hearings and the taking of testimony shall be conducted according to the *Rules of Civil Procedure* in the State of Louisiana.

3. **Unless otherwise provided for, the rules of evidence as applied herein shall be the same as those applied in the *Administrative Procedure Act* for the State of Louisiana.**
4. **The panel, or on request of any party, or on its own motion, may order that the witnesses be separated. When witnesses have been ordered separated, no witness then under examination and no prospective witness may be informed of the testimony given by a prior witness except in open hearing in order to lay a foundation for an impeachment of the veracity of that witness. Furthermore, said witness shall be ordered not to discuss his or her testimony with any other person or prospective witness except legal counsel for each party.**
5. **The panel may limit the total time for oral arguments, according to the circumstances of each case.**
6. **Except with special leave of the panel, only one attorney shall be permitted to present evidence for any one party.**

#### **Timelines and Deadlines**

**All timelines and deadlines established by these rules can be modified and extended by the mutual consent of the representatives of the administration and teacher.**

#### **Decision of the Panel**

**Immediately upon the final submission of all evidence, the panel shall privately meet and consider the evidence. The panel shall have the option to uphold, modify or deny the recommendation of the Superintendent. The decision of the panel shall be based upon a majority vote of the members present. The vote and decision of the panel shall be returned and made known to the parties to the hearings immediately upon the end of the panel's deliberations.**

Ref: La. Rev. Stat. Ann. §17:81; Board minutes, 7-1-87.

***GBO: Resignation***

**The Superintendent 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 finalize resignations by accepting letters of resignation.**

**Employees resigning from employment with the School Board after the end of the school session shall do so as soon as possible.**

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Ref: La. Rev. Stat. Ann. '17:81

***GBQ: Retirement***

**Enrollment in Retirement Systems**

**Upon initial employment, employees are required to enroll in the respective retirement system for which they are eligible. Eligibility requirements for retirement are established by the retirement systems.**

**Notification and Effective Date of Retirement**

**It is the policy of the Jefferson Parish School Board that an employee wishing to retire shall submit written notice of this intent to the School Board. An employee's retirement shall become effective at the end of the fiscal year or as may be approved by the Superintendent. When the retirement becomes effective, the employee is no longer considered to be in active service with the School Board.**

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

Ref: La. Rev. Stat. Ann. ' ' 11:133, 11:203, 11:204, 11:701 et seq., 11:778, 11:791, 11:1147, 17:425, 17:1231.

**GBR:            *General Responsibilities***

**Board Policies and Procedures**

All employees shall have a responsibility to make themselves familiar with, and abide by, the policies of the Jefferson Parish School Board and the regulations designed to implement them.

**Assigned Responsibilities**

All employees shall be expected to carry out their assigned responsibilities in a conscientious and exemplary manner. This includes daily punctual attendance at work, proper care and protection of School Board property, and concern and attention toward their own and the Board's legal responsibility to supervise students for their safety and welfare.

**Positive Role Models**

All persons employed by the Jefferson Parish School Board are representatives of the school system. As such, they shall be expected to present themselves as positive examples to the students and community they serve.

Employees should dress in a professional manner. They should not engage in inappropriate conduct. The use of abusive or profane language in the presence of students or while representing the school system shall be expressly prohibited.

**Records and Reports**

All personnel shall keep applicable records, prepare and submit reports on a timely basis as may be required by state law, Board of Elementary and Secondary Education (BESE) directives, Board policy and administrative regulations or as directed by their supervisors.

**Reporting Crime and Disruptive Behavior**

All employees of the school system shall be required to report to their immediate supervisor, any criminal act and disruptive behavior occurring on school property. The responsible administrator has the obligation to conduct an immediate investigation of the allegation and, upon verification of a criminal act and disruptive behavior, report in a manner consistent with procedures established by the Superintendent to the appropriate law enforcement authorities.

**Care of Business Property**

All employees are expected to exercise due care when using School Board property and to utilize the property only for authorized purposes. Negligence in the care and use of School Board property may be cause for disciplinary action, including

**termination. Additionally, unauthorized removal of School Board property from the premises, or its conversion to personal use, shall be considered cause for termination.**

Ref: La. Rev. Stat. Ann. ' 17:81.

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**GBRA:            *Employee Conduct***

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

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

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

**While the operation of the School Board and its schools is governed by the provisions of this and all other Board policies, regulations, and procedures, as well as procedures of the individual schools, no policy manual can list each and every instance of misconduct that is precluded. Accordingly, employees are cautioned that the appropriateness of certain action or behavior must necessarily be dictated by the nature of the position held by the employee and standards of common sense. By virtue of one's education and experience, an employee knows and understands that certain actions or conducts are unacceptable even in the**

absence of formal Board policy. For instance, without the need of a specific prohibition or warning, a classroom teacher should be aware of the impropriety of certain practices such as leaving students unattended, using profanity or sexually suggestive language, or bringing a firearm onto campus. Such conduct constitutes both incompetence and willful neglect of duty. Such conduct, as well as violation of any ~~state or federal~~ law or Board policies, regulations, or procedures, or school regulations or procedures, shall result in the imposition of discipline up to and including termination.

### **Prohibited Sexual Conduct**

Employees shall be prohibited from engaging in any form of sexual conduct with students. In particular, it is a violation of criminal statutes for any educator, which includes any administrator, coach, instructor, teacher, paraprofessional, teacher aide, or student aide, to engage in sexual conduct, as defined in La. Rev. Stat. Ann. §14:81.4 with a student who is seventeen (17) years of age or older, but less than twenty-one (21) years of age, where there is an age difference of greater than four (4) years between the two persons.

Notwithstanding any claim of privileged communication, any educator, having cause to believe that prohibited sexual conduct has occurred between another educator and a student, shall be required by state law to immediately report such conduct to a local or state law enforcement agency.

### **Notification of 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.

Ref: 41 USC 702 (*Drug-Free Workplace*); La. Rev. Stat. Ann. §§ 14:81, 14:81.4, 17:15, 17:81; Sylvester v. Cancienne, 95-0789 (La. App. 1st Cir. 11/9/95), 664 So.2d 1259; Howard v. West Baton Rouge Parish School Board, 2000-3234 (La. 6/29/01), 793 So.2d 153; Spurlock v. East Feliciana Parish School Board, 03-1879 (La. App. 1st Cir. 6/25/04), 885 So.2d 1225.

**GBRAA:**

***Theft***

**It shall be a violation of the Jefferson Parish School Board policy for an employee to:**

- 1. Intentionally misappropriate or take anything of value which belongs to another with the intent to deprive the other of a thing of value by means of fraudulent conduct, practices, or representations;**
- 2. Intentionally fail or refuse to return to the owner, anything of value obtained through error, within a reasonable time after the person obtaining the thing of value learns or is informed of the error; including checks issued in error or the dollar equivalent thereof;**
- 3. Remove Board property without prior authorization from the designated unit head. Such property includes, but is not limited to, school/department files, records, equipment materials, food, and supplies;**
- 4. Fail to notify the appropriate unit head immediately, when he/she becomes aware, witnesses or discovers that a theft has taken place.**

**The Superintendent or his/her designee shall develop procedures for implementation of this policy. Said procedures shall include but are not limited to the following topics: timelines for submission of oral and written reports to appropriate administrative offices; reporting/handling thefts perpetrated by non-employees; internal investigations; due process for employees; notification to law enforcement agencies; return of records, files, equipment, materials, etc., removed without proper authorization; restitution of stolen property/funds; and employee return of checks issued in error, or the dollar equivalent thereof.**

**For employees, violation of this policy may result in termination and referral to law enforcement authorities.**

**Non-employees engaging in acts of theft shall be reported to the police.**

Ref: La. Rev. Stat. Ann. ' 14:67, 17:81.

**GBRAB:**

***Criminal Proceeding Involving Employees***

**An employee shall report his arrest for any felony, Driving While Intoxicated, or any justified complaint of child abuse or neglect on file in the central registry pursuant to Article 615 of the Children's Code.**

**The report required by this Section shall be made by the school employee to his/her immediate supervisor. The supervisor of the employee will notify the Chief Human Capital Officer who will notify the Superintendent. Such report shall be made within twenty-four hours of the arrest.**

**However, if the school employee is arrested on a Saturday, Sunday, or a legally declared school holiday such report shall be made prior to the school employee next reporting for his work assignment at a school. Such report shall be made by the school employee or an agent of the employee regardless of whether he was performing an official duty or responsibility as a school employee at the time of the offense.**

**In addition, the school 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.**

**An employee who fails to comply with the provisions of this Section shall be suspended without pay by the superintendent 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.**

**An employee employed who is a tenured employee of the board shall be subject to removal for failure to comply with the provisions of this Section.**

**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 by this Section, 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.**

Ref: La. R.S. 17:16; La. Rev. Stat. Ann. •17:81; Sylvester v. Cancienne, 95-0789 (La. App. 1 Cir. 11/9/95), 664 So.2d 1259; Howard v. West Baton Rouge Parish School Board, 2000-3234 (La. 6/29/01), 793 So.2d 153; Board minutes, 4-22-91.

**GBRB: Employee Attendance**

Employees of the Jefferson Parish School Board shall be expected and required to report to their designated work locations in the prescribed manner and at the prescribed time work activity is to commence. Employees are also expected to remain at work for the entire work period excluding any rest and meal periods permitted. Tardiness, unexpected absence, or failure to report to work as scheduled may result in disciplinary action. In cases of anticipated absence or where the employee cannot report to work as scheduled, the employee shall notify his/her supervisor as soon as possible after the employee becomes aware that he/she will be absent from work. Continual absence by the employee shall be conveyed to the employee's supervisor on a regular basis. The frequency of contact that may be required shall be determined by the supervisor.

**Absences during Day**

No teacher or other employee shall leave the school campus without having first obtained permission from the principal or designee. Teachers shall be required to sign out, stating the reason for leaving school. Upon returning, the teacher shall sign back in and note the time of his/her return. An employee's immediate supervisor may authorize an absence during the business day. The Superintendent or designee must grant permission for a period of one day or more.

**Unauthorized Absence**

Any employee who is absent from work and who has not received an authorized leave shall be considered on unauthorized leave. Any employee on unauthorized leave shall receive no pay for those days which constituted the unauthorized leave and may be subject to dismissal and/or other disciplinary actions.

An employee who is absent from his/her assigned work location or schedule without authorization for three (3) or more days shall be considered *absent without authorized leave*. In such cases, the Superintendent may consider the job as abandoned and the employee automatically terminated, unless the employee can provide the Superintendent with acceptable and verifiable evidence of extenuation circumstances. The Chief Human Capital Officer or his/her designee shall be responsible for determining acceptability of evidence of extenuating circumstances, subject to review by the Superintendent.

**Reporting Absences**

All absences of one (1) hour or more shall be reported by the immediate supervisor and shall be recorded and counted toward an employee's leave time. However, the immediate supervisor shall be allowed to record and count less than one (1) hour at his/her discretion.

## **Tardiness**

**A teacher who is tardy for a period of one hour or more on more than one occasion during one school year shall have his or her pay deducted based on one day's pay proportioned to the period of tardiness. Excessive tardiness could be grounds for termination of any employee.**

Ref: La. Rev. Stat. Ann. ' ' 17:81, 17:1186, 17:1201 et. seq. **LA R.S. 17:1203**

**GBRC:           *Staff Schedules***

**The Administration shall require all personnel to follow the school calendar and holiday schedule, during the school term. The Superintendent, or his/her designee shall establish office hours and work schedules outside the normal school calendar as necessary. Normal business hours shall be officially designated as 7:00 a.m. to 5:00 p.m. Monday through Friday for the central office.**

**Principals and the administrative staff should be in their buildings ahead of pupils or teachers, and should remain in their buildings until pupils and teachers have gone from school. Principals who leave their buildings for any purpose, other than attendance at civic clubs, principals' meetings, going to the administrative offices of the School Board, or other routine business affairs connected with the schools shall secure prior approval of the Superintendent or his/her designee for such absence. Teachers are expected to be at school at least 15 minutes before school starts and may leave school no sooner than five (5) minutes after the close of school each day. Teachers shall be permitted to leave school grounds during their duty-free lunch period using prescribed procedures for checking out and back in to the school campus. *School day* shall mean the regular student attendance hours, whether or not students are actually present.**

**All employees shall personally record their arrival and departure time each day in the *Employee Attendance Record*.**

**Principals and department heads shall be authorized to adjust staff personnel schedules during the work week in order to prevent any employee incurring overtime work, unless properly authorized.**

**Modified Work Schedule (Light Duty)**

**Any employee recovering from a work-related disability and whose recovery is determined by a physician to be to the point where the employee can resume at least partial duties and/or hours of work, may be allowed to return to work on a modified duty schedule. Such a work schedule and/or the nature of the work to be performed by the returning employee shall be at the discretion of the Administration. The Administration shall endeavor to provide reasonable accommodation to such an employee based on the employee's circumstances and conditions of employment in accordance with Board policy *GAAB, Individuals With Disabilities*. A modified work schedule may continue only until the employee is certified to return to his or her normal work schedule by a physician or the employee has been determined to be permanently disabled.**

Ref: La. Rev. Stat. Ann. ' 17:81.



***GBRG: Non-school Employment***

**The Jefferson Parish School Board shall expect full-time employees to exhibit proper attention to their employment responsibilities. Employees shall not engage in other employment that would affect or detract from their usefulness as employees in the school system.**

**GBRH: Professional Leave**

The Jefferson 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 of 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 **obtain approval from the Administration by providing** the dates and times of all meetings of the entity and any committees thereof that are scheduled to occur on a regular basis and **to obtain approval from** the Administration to attend 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.**

Ref: La. Rev. Stat. Ann. ' 17:81.

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**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 Board who holds a valid teaching certificate issued by the Louisiana Board of Elementary and Secondary Education and any social worker, guidance counselor, or school psychologist employed by the Board who holds, as applicable, a valid professional ancillary certificate in school social work, guidance counseling, or school psychology 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.

Active service accumulated toward sabbatical leave shall not be deemed to be interrupted by any of the following:

- a.     Absence on *sick leave* or *extended sick leave*,
- b.     Absence on *special leave without pay* due to medical reasons, if at the time such leave is granted by the School Board it is deemed not to interrupt the accumulation of service provided the semester(s) in which a special leave without pay occurs shall not be counted in the computation of semesters for qualification for sabbatical leave.

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**

**For these purposes, a “medical necessity” is the result of catastrophic illness or injury, which means a life-threatening, chronic, or incapacitating condition of the teacher or a member of his/her immediate family. All decisions made relative to the granting of medical sabbatical leave shall be made by the Superintendent and/or his/her designee.**

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 Board shall pay all costs of the examination and any tests determined to be necessary. If the physician selected by the Superintendent finds a medical necessity, the leave application shall be granted.

If the physician selected by the Superintendent disagrees with the certification of the physician selected by the applicant, then the Superintendent 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 Board. The opinion of the third physician shall decide the issue.

The opinion of all physicians consulted shall be submitted to the 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.

#### **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 Superintendent*.
- (2) Engage in travel which is so planned as to be of definite educational value and which has been *approved by the Superintendent*.

**All decisions made relative to the granting of sabbatical leave for professional or cultural improvement shall be made by the Superintendent and/or his/her designee.**

#### **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**

- A. 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, or as an adult education teacher.
  
- B. 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:
  - (1) 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.
  - (2) 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.
  - (3) The Superintendent authorizes such part-time work.

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

- C. Each person granted sabbatical leave shall sign an agreement or contract as specified with the Superintendent 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 Board while he/she was on leave, unless the Superintendent opts to exercise the waiver provision as explained herein.

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 below, if

it deems such to be in the best interest of the School Board, 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.

- D. 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, and shall apprise the Board periodically concerning such reports. 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.
- E. Any employee who fails to comply with statutory provisions may have his/her leave terminated by the Superintendent at any time.
- F. 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 C above, may be waived by the Superintendent, any but not limited to, the following instances:

- A. 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).
- B. 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 Board any compensation paid by the Board while on leave.**

**C. Incapacitating illness, as certified by two (2) physicians.**

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

Ref: La. Rev. Stat. Ann. ' ' 11:755, 17:1170 et seq., 17:1187, Board minutes, 8-21-85, 8-15-92, 9-22-99.

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**GBRI:**            *Employee Leaves*

**GBRIA:**            **Personal Leave**

**Teachers and other employees of the Jefferson Parish School Board, except bus drivers and those who receive annual leave (vacation time), shall be allowed up to two (2) days absence during each school year to be used for such purposes as may be determined by the individual employee without loss of pay. Personal leave days shall be charged to and deducted from current and/or accumulated sick leave as of the date personal leave is taken. Personal leave shall not be accumulated from year to year, nor shall personal leave be compensated for upon death or retirement or paid in any other manner except as provided by law.**

**Persons wishing to take personal leave shall notify the principal of the school or their supervisor in which he/she is employed or his/her staff supervisor of his/her intention to take such personal leave at least twenty-four (24) hours before personal leave will be taken, except in emergency situations. All employees requesting personal leave must submit a *Request for Leave* form to the principal/immediate supervisor for approval.**

Ref:    La. Rev. Stat. Ann. ' ' 17:1208, 17:1208.1.

**GBRIB: Sick Leave**  
**Initial Sick Leave**

The Jefferson Parish School Board shall grant all employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness or other emergencies without loss of pay. Sick leave shall be granted according to the following:

Nine and ten month employees	10 days per year
Eleven month employees	11 days per year
Twelve month employees	12 days per year

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

The minimum of ten days of sick leave for an employee shall be based on the employee beginning work at the beginning of the school year. In the case of an employee beginning work in the first month of the school year, *ten days* sick leave shall be allowed. If an employee begins work in the second month of the school year, *nine days* of sick leave shall be allowed. If an employee begins work in the third month of the school year, *eight days* of sick leave shall be allowed; if an employee begins work in the fourth month of the school year, *seven 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.

An employee who is absent for six (6) or more consecutive days shall be required to present a certificate from a physician certifying such absence upon return to work. In the case of repeated absences of less than six (6) days because of illness, the Board reserves the right to require verification of illness. Should a pattern of behavior so warrant, the employee shall be required, at the expense of the school system, to provide a certificate from a physician specified by the school system, upon the request of the Superintendent or his/her designee.

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 disability, date of the disability, and the anticipated return-to-work date.

Upon the retirement of any employee, upon the employee entering DROP (see section below), 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.

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.

#### **Donation of sick leave (sick leave bank policy)**

Any employee may donate his/her sick leave to another employee if the donee employee has no sick leave remaining, including regular and extended sick leave, and the donee employee meets all of the requirements to obtain regular and extended sick leave. The donation will be based on the value of the sick leave as determined by the daily rates of pay of the donor and donee. The calculation will be made as follows:

The payroll department will determine the daily rate of pay of the donor and the donee. The number of days donated by the donor will be multiplied by the donor's rate of pay. That sum will be divided by the rate of pay of the donee and the resultant quotient will give the number of days which the donee may have based on the donation. All sums will be rounded up to a one-half (1/2) day.

#### **Retirees**

Sick leave and annual leave (vacation) shall accrue as for any other newly hired employee within the classification of employees, if designated. No sick leave or annual leave shall be carried forward at the time of employment.

#### **Sick Leave for Emergencies**

Emergencies for sick leave purposes shall be defined by the Board as:

1. Serious illness or death in the employee's family or any person living and in the employee's household;  
or

2. Circumstances over which the employee has no control, such as fire, flood, and summons to appear in court (other than for School Board cases); or
3. Attendance at religious functions of the employee's faith not to exceed two (2) days per fiscal year; or
4. Attendance at comprehensive examinations and graduations for advanced degree.

#### **Extended Sick Leave**

Every employee may take up to ninety days of extended sick leave in each six-year period of employment, which may be used for a medical necessity in the manner provided in this Section at any time that the teacher has no remaining regular sick leave balance.

Each teacher granted maternity leave in accordance with the provisions of R.S. 17:48 or 1211 and who has no remaining sick leave balance available to take in the manner provided in this Section up to thirty days of extended sick leave in each six-year period of employment for personal illness related to the purpose for which the maternity leave was granted. The teacher may also take the maternity leave without pay granted in Section GBRIC below.

As used in this Section the following terms shall have the following meanings:

- (a) "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 a teacher standing in loco parentis to that ward who is either under the age of eighteen, or who is eighteen years of age but under twenty-four years of age and is a full-time student, or who is nineteen years of age or older and incapable of self-care because of a mental or physical disability.
- (b) "Immediate family member" means a spouse, parent, or child of a teacher.
- (c) "Parent" means the biological parent of a teacher or an individual who stood in loco parentis to the teacher.
- (d) a "medical necessity" is the result of a catastrophic illness or injury, which means a life-threatening, chronic, or incapacitating condition of the teacher or a member of his immediate family.

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 leave available to a teacher shall transfer with such employee from one public school employer to another without loss of days and without 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 a teacher.

All time while on extended sick leave is regular service time for all purposes for which service time is calculated or used.

Any employee on extended sick leave shall be paid sixty-five percent of the salary paid to him at the time the extended sick leave begins.

**Gainful Employment Permitted**

An *employee* may undertake additional gainful employment while on additional 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 additional 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 additional extended sick leave is required.

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

If the period an employee is on additional 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 must be submitted prior to the start of the next school year in order to be eligible for additional extended sick leave.

- 1) If the Board, upon review of the application, questions the validity or accuracy of the certification, the Board may require the *employee*, or the immediate family member, as a condition for continued additional extended sick leave, to be examined by a licensed physician selected by the Board. In such case the Board shall pay all costs of the examination and any tests determined to be necessary. If the physician selected by the Board finds medical necessity, the leave shall be granted.
- 2) If the Board selected physician disagrees with the original medical certification from the physician selected by the employee, then the Board may require the *employee*, or immediate family member, as a condition for continued additional extension of 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 Board. All costs of an examination and any required tests by a third doctor shall be paid by the Board. The final determination of medical necessity shall be based on the opinion of the third physician.

- 3) The opinion of *all* physicians consulted in determining medical necessity of the additional extended sick leave shall be submitted to the Board 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.

#### **Sick Leave for Assault or Battery**

Any employee of the public schools who is injured and disabled while acting in his or her official capacity as a result of 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. The employee shall be required to provide a certificate from a physician certifying such injury and incapacitation.

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.

#### **Sick Leave for Physical Contact with a Student**

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

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

**Sick Leave/Workers' Compensation**

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

**Unused Sick Leave**

Employees leaving the Jefferson Parish Public School System for reasons other than retirement or death will receive compensation for unused sick leave. This policy covers payment of only those sick leave days granted the year the employee leaves the school system provided these days added to previously accumulated days do not exceed twenty-five (25).

**Catastrophic or Long-term Illness**

Catastrophic or long-term illness of an employee shall be treated as any other illness.

**Disability Insurance**

School Board offers, through payroll deduction, the opportunity for employees to purchase disability insurance.

**Deferred Retirement Option Program (DROP)**

Any employee of the Jefferson 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 days) upon entering DROP on the same basis as any other employee who retires or otherwise leaves employment; otherwise, any accrued sick leave shall be paid only upon final retirement of the employee.

Ref: La. Rev. Stat. Ann. ' ' 14:125, 17:425, 17:425.1, 17:500, 17:500.1, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1, 17:1206.2.

**GBRIBA: Family and Medical Leave**

The Jefferson Parish School Board shall permit qualified employees to take up to twelve (12) workweeks of unpaid family and medical leave for family and medical reasons.

**Purposes for Which Leave May Be Taken**

School Board employees who have been employed for at least twelve (12) months and have worked at least 1250 hours during the previous twelve (12) month period shall be allowed to take leave for the following reasons:

1. For the birth and care of a child and for the placement of a child through adoption or through a state foster care program.
2. For the care of the following persons, if they have a serious health condition of more than three (3) days:
  - a. an employee's spouse.
  - b. a child under eighteen (18) years of age.
  - c. a child over eighteen (18) years of age who is incapable of self-care.
  - d. a parent or a person who has acted as a parent for the employee when the employee was a child.
3. For the care and/or treatment of his or her own serious health condition of more than three (3) days if the condition causes the employee to be unable to perform the function of his or her position.
4. For any qualifying event designated by the law arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the U.S. Armed Forces in support of a contingency operation.

The Jefferson Parish School Board's policy also provides family and medical leave to permit a spouse, son, daughter, parent or next of kin to take up to 26 weeks of leave during any 12 month period to care for a member of the U.S. Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is otherwise on the temporary retired list, for a serious injury or illness.

#### **Length of Leave**

Eligible employees may take up to twelve (12) weeks of leave. The leave must be taken during the School Board's fiscal year.

If both husband and wife are employed by the School Board and both request leave for the birth or placement of a child or to care for a family member with a serious health condition, they may only take an aggregate of twelve (12) weeks; that is, both may be off at the same time a maximum of six (6) weeks. If either uses his or her six (6) weeks with the co-employee spouse and later needs additional time off, for example, for the husband's own serious health condition, another period of leave, up to six (6) weeks, may be taken.

Family and medical leave should be taken continuously unless intermittent leave or a reduced leave schedule is necessary because of the nature of foreseeable medical treatment, such as therapy treatments, chemotherapy, etc. In case of foreseeable medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the School Board, subject to the approval of the medical care provider. If a teacher, including coaches, driver education instructors, or other instructional personnel desire to take intermittent leave or have a reduced leave schedule, and such leave would be for more than twenty (20) percent of the work week, the School Board may require the employee to choose either to:

1. take leave for periods of a particular duration not to exceed the length of the medical treatment.
2. transfer temporarily to an available alternative position offered by the School Board for which the employee is qualified that (a) has equivalent pay and benefits and (b) better accommodates recurring periods of leave than the regular employment position of the employee.

If intermittent leave or a reduced leave schedule is requested by *non-instructional employees*, the School Board, through the Office of Human Capital, may require the employee to move to another position with equivalent pay and benefits that better accommodates recurring periods of leave than the regular employment position of the employee. Intermittent leave or reduced leave is not available for leave for the birth or placement of a child.

If the employee fails to give timely notice of intent to take leave, the School Board shall obtain the option to choose.

Under some circumstances, *instructional employees* may be required to take leave through the end of the semester, although it is a longer period of time than requested or permitted under family and medical leave provisions. Employees subject to these provisions shall be notified if this stipulation applies to them when they apply for leave.

If an employee desires to continue on unpaid leave, he or she may do so under the provisions of policy *GBRIB, Sick Leave*, or *GBRIJ, Leave Without Pay*.

#### **Application of Paid Leave**

All **leaves of absence or paid time off for which an employee is eligible will run concurrently. An employee taking family or medical leave of absence will be required to use during the leave all accrued paid leave, including sick leave first (if applicable) and then any personal leave followed by vacation leave.** If the employee has no accrued paid leave, family and medical leave shall be unpaid leave.

**Notice:** An employee requesting family and medical leave shall notify the Office of Human Capital of the intention to do so at least thirty (30) days prior to the date the leave will begin. If such notice is impossible because of unexpected circumstances related to the reason for the leave, notice shall be made to the School Board as soon as possible upon the employee's realization of the need for leave. Failure to provide notice as required herein shall result in the denial of family and medical leave until at least thirty (30) days after the date the employee provides notice to the School Board of the need for family and medical leave.

#### **Certification of the Need for Leave**

When an employee applies for unpaid leave to care for a family member or for the employee's own illness, he or she must provide certification from the family member's or the employee's health care provider, within fifteen (15) days after the request is made. Forms for the certification shall be provided by the Office of Human Capital when family and medical leave is requested. When the leave is to care for a family member, the certification must state that the employee is needed to care for the person, and an estimate of the time that the employee is needed to do so must be given.

If the leave is for the employee's own illness, the certification must state that the employee is (or will be) unable to perform the essential functions of the job due to the illness. If for any reason the Administration doubts the validity of the certification, the Administration may require a second certification from another physician selected by the department. If the second certification is contrary to the employee's certification, then a third certification may be obtained from a physician selected by the employee and the Human Resources department. Both must act in good faith to select a physician. The third certification shall be binding.

### **Continuing Certification**

An employee must be required to recertify the need for leave through the employee's or the family member's care provider upon request of the Office of Human Capital. If the employee wishes to extend the leave originally requested, a recertification shall be required. If the employee is unable to return to work because of the continuation, recurrence, or onset of a serious health condition and the School Board has paid its share of premiums for the employee's health insurance, certification of the condition may be required by the Human Capital Office.

For leave of sixty (60) days or more, the employee shall notify the Human Capital Office he/she intends to return to work at least thirty (30) days prior to the scheduled date of termination of the leave.

### **Payment of Benefits**

If the employee is covered under the group hospitalization plan for the Jefferson Parish School Board, the School Board shall continue making its contribution on behalf of the employee during qualified family and medical leave. The employee must continue to make his/her contribution directly to the School Board for his/her share of the monthly premium for group hospitalization coverage. If the employee fails to pay his/her share, the School Board may, after a thirty (30) day grace period, discontinue health care coverage on the employee if the employee gives unequivocal notice of intent not to return to work, the obligation of the School Board to maintain health benefits shall cease. The School Board shall not pay any share of group hospitalization benefits for any additional unpaid leave beyond that allowed under the provisions of *the Family and Medical Leave Act (FMLA)*.

If the employee does not return to the job, the employee shall be required to repay Jefferson Parish School Board all sums it has paid as the School Board's share of the employee's group health insurance, unless the failure to return is because of the recurrence, continuation, or onset of a serious health condition that entitles the employee to take qualified family and medical leave or of other circumstances beyond the control of the employee. If the employee does not return because of the recurrence, continuation, or onset of a serious health condition, then the employee's or family member's health care provider must certify in writing that the employee's serious health condition prevents the employee from performing the functions of the job when the leave expired or that the employee is still needed to care for the family member on the date the leave expired due to the serious health condition.

**Restoration to Position**

**An employee who returns to employment prior to the expiration of the time allowed by the Family and Medical Leave Act shall be returned to an equivalent position according to School Board policies. If the employee is returning from qualifying family and medical leave for treatment of his/her own illness, he/she shall provide certification that he/she is fit to return to duty. Failure to do so may result in the refusal of the Administration to allow the employee to return to work until the certification is provided.**

**If the employee notifies the Administration that he/she unequivocally intends not to return to work, the obligation to restore his/her to an equivalent position shall cease and the employee shall be deemed to have resigned, and no longer in the employ of the School Board.**

Ref: 29 USCA ' 2601 et seq. (The Family and Medical Leave Act of 1993); Board minutes, 9-22-99.

**GBRIC:            Maternity Leave**

**The Jefferson Parish School Board declares that any employee who becomes pregnant shall be eligible for maternity leave (leave without pay). The expectant employee shall be given the option of choosing maternity leave or using current and accumulated sick leave for the period of medical disability occasioned by pregnancy and childbirth. Employees who use current and/or accumulated sick leave for maternity leave purposes shall be subject to all policy provisions, regulations and procedures affecting sick leave.**

**An employee who becomes pregnant must notify the Chief Human Capital Officer or his/her designee in writing (by completing the *Request for Maternity Leave* form) at least sixty (60) days prior to the beginning of the date of leave, except in emergency situations. The form must be accompanied by a statement from a physician verifying the stage of pregnancy and the expected dates of disability due to pregnancy. Failure to comply with the notice and other requirements of this policy may be considered willful neglect of duty and may result in termination of employment.**

**Maternity leave of absence (leave without pay) may be granted to regularly employed women for a reasonable time before and after childbirth for a maximum of one year. Maternity leave without pay does not affect tenure, teaching or working experience acquired prior to the leave. Maternity leave granted only for the period of disability occasioned by pregnancy and/or childbirth shall not interrupt the consecutive service for sabbatical leave purposes.**

**A teacher may receive maternity leave with pay under the provisions allowed by law and stated above under the section on extended sick leave.**

Ref:    La. Rev. Stat. Ann. ' ' 17:1171, 17:1211, 23:1007.

**GBRID: Military Leave**

**The Jefferson Parish School Board shall grant military leave to employees of the Board upon proper submission of application for such leave. Leave with pay for military purposes shall be granted when leave is not to exceed fifteen (15) working days in one calendar year. Leave without pay shall be granted when leave is for more than fifteen (15) working days. Employees taking military leave shall provide proper notification of pending military service accompanied by documents attesting to call to duty.**

**An employee on extended military leave (longer than fifteen (15) working days) may be required to apply for reinstatement of his/her former position within thirty (30) days after end of leave; following the properly submitted application, the employee shall then be reinstated at the salary then in force in the salary schedule.**

**Military service shall not be deemed to interrupt the active service used in computing time earned toward sabbatical eligibility.**

**The Jefferson Parish School Board shall follow all applicable State and Federal laws (USERRA, *Uniformed Services Employment and Reemployment Rights Act*) and regulations relative to their employees' military status.**

Ref: 38 U.S.C. ' 4301-4333; La. Rev. Stat. Ann. ' ' 17:1215, 29:401 et seq., 42:394, 42:401, 42:403.

**GBRIG:        *Public Service***

**Election Commissioners**

**A Jefferson Parish School Board employee who is appointed to serve as an election commissioner or clerk during any authorized city, state, or national election, may be granted a leave of absence for that purpose. The employee shall notify the Superintendent within five (5) days following the publication of the official list of commissioners and clerks and request that a leave of absence be granted. Such leave when approved shall be without pay. All requests of this type should be submitted sufficiently in advance of the required date of absence to enable administrative consideration and action on request.**

Ref:    La. Rev. Stat. Ann. ' ' 17:81, 17:1171.

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**GBRIH:        *Jury Duty/Court Appearance***

**The Jefferson Parish School Board shall grant a leave of absence to any regularly employed person of the school system who has been called to serve jury duty, or subpoenaed to serve as a witness in a court proceeding, including depositions, on school business. Such leave shall be granted for the period of time required to serve such jury duty without loss of sick, emergency, or personal leave or any other benefit. Jury duty shall not be deemed to interrupt service accumulated toward sabbatical leave.**

**Employees shall be required to return to work sites immediately upon release by the courts.**

**All legal matters requiring an employee's presence (i.e. deposition, hearing, etc.) not in connection with the employee's official duties shall be charged against the employee's sick leave or annual leave (if applicable).**

**Employees selected for jury duty shall receive their regular rate of compensation, without loss of leave time, provided any monies received for such jury service (other than reimbursement for meals and travel) shall be remitted to the Board.**

**An employee subpoenaed as a witness in a judicial proceeding in which he/she or his/her immediate family receive no financial gain as a result thereof, or is not a party to such proceeding, shall suffer no loss of pay or benefits. *Immediate family* shall include only the employee's mother, father, sister, brother, children or spouse. The employee shall notify his/her principal, or designee, of the service of such subpoena as promptly as possible and shall advise of the details of such proceeding in sufficient detail to permit a determination of the applicability of this policy. Upon request of the principal or designee, the employee shall also furnish a copy of the subpoena. The employee shall remit to the Board any monies received in connection with such proceedings other than reimbursement of meals and travel. Sick leave shall not be applicable for more than three (3) days in any school year except as the Superintendent or his/her designee shall allow in his/her sole discretion and without precedential effect.**

**Teachers authorized to serve jury duty must leave lesson plans for the substitutes with their principal.**

Ref:    La. Rev. Stat. Ann. ' ' 17:81, 17:1210.

**GBRIJ: Leave without Pay**

The Jefferson Parish School Board may grant leaves of absence without pay for periods not exceeding one (1) year to any regularly employed teacher or other employee, who requests such leave in writing, whenever in the discretion of the Board such leave is in the best interest of the public school system. The granting of such leaves shall not affect any tenure rights which the applicant may have acquired.

Requests for leave of absence without pay shall be submitted to the Superintendent or his/her designee, in writing, at least fifteen (15) days prior to the effective date of the leave, whenever possible. The leave request shall be presented to the Board for its consideration.

The Board may reassign an employee taking leave without pay to a teaching, administrative, or similar position within the person's area of certification or job responsibility if a vacancy occurs. Such reassignment shall be effected in accordance with the Board's transfer policy and procedures.

**Special Leave without Pay for School Employees**

For school employees, those other than teachers and bus drivers, upon the exhaustion of all accrued and/or emergency leave, if the school employee is still unable to return, upon certification of the attending physician, the employee shall be placed on special leave without pay for the remainder of the school semester, school year, or fiscal year. If such special leave without pay was for a period less than thirty (30) working days, and if the employee is still unable to return to work at the beginning of the next school semester, school year, or fiscal year, upon certification of the attending physician, the employee shall be placed on special leave without pay for one (1) additional semester, school year, or fiscal year. Those employees granted an additional one (1) semester of special leave without pay may be similarly renewed for one additional semester. A condition of such additional special leave without pay shall be that no compensation of any nature shall be due the employee from the Board, provided the employee may continue all group insurance and/or other benefits by making timely advance payments of the premiums to the Board's business office or designee. The failure of the employee to request such additional special leave without pay shall be deemed a submission of resignation. If the employee is still unable to return to work at the expiration of such additional leave, the employee shall have the option to resign or be deemed permanently disabled.

If the leave taken herein falls entirely within the employee's entitlement to *family and medical leave*, the provisions under the *Family and Medical Leave Act (FMLA)* contained in policy GBRIBA shall supersede these provisions. If the leave requested under this provision exceeds the employee's entitlement under *family and medical leave*, then the provisions contained herein shall apply.

### **Application**

Application requests for special leave without pay shall be considered on an individual basis. All such leave for the purpose of caring for a family member and for birth or placement of a child shall be subject to the regulations contained in the Board's *family and medical leave* policy and pertinent provisions of state or federal law. All such requests shall be submitted in writing to the Chief Human Capital Officer or his/her designee with a copy to the principal or administrative department head, at least thirty (30) days prior to the date the leave is desired. The request shall be made by completing the appropriate application form.

### **Approval**

The Chief Human Capital Officer or his/her designee, or his/her designee, after consultation with the principal or administrative department head, shall review the special leave request and forward a written recommendation to the Superintendent. If approved by the Superintendent, the request shall be forwarded to the School Board for appropriate action. Employees shall be recommended for a special leave without pay only once in each school session or fiscal year.

Special leave without pay is not granted to an employee for the purpose of obtaining employment in an educational system in the New Orleans area, except under extenuating circumstances approved by the Chief Human Capital Officer or his/her designee. Employees who have not been authorized to be employed outside the school system and who are found to be employed in another education system in the New Orleans area shall be given the opportunity to resign from the school system. If a resignation is not received within ten (10) work days, the employee shall be terminated from employment with the Jefferson Parish School Board.

Ref: La. Rev. Stat. Ann. ' ' 17:81, 17:1186; Board minutes, 3-13-85, 9-22-99.

**GBRK:            *Annual Leave***

All personnel paid on a twelve-month basis by the Jefferson Parish School Board shall be entitled to annual leave to be granted at the rate of ten (10) days annual leave at the beginning of the fiscal year. Those employees having worked for less than a full year on July 1 when the new fiscal year starts shall have their annual leave days prorated to the number of months worked the previous year. However, during the first six (6) months of employment, no annual leave shall be earned.

Annual leave shall be taken during the fiscal year in which granted. No more than five (5) unused annual leave days may be carried over to the next fiscal year. No more than fifteen (15) annual leave days may be carried over from year to year.

Annual leave shall typically be scheduled during the summer months, with all employees being required to take annual leave by August 1 following the end of the fiscal year. Employees eligible for annual leave shall submit a requesting writing for taking annual leave days no later than the first full week of school in January of each year. The request shall be submitted to the Human Capital Office and have prior approval of the employee's immediate supervisor.

Upon termination, resignation, or retirement, any unused annual leave shall be paid at the employee's current daily rate of pay. Payment shall be made 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.

**Deferred Retirement Option Program (DROP)**

Any employee of the Jefferson 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 payment for unused annual leave upon entering DROP on the same basis as any other employee who retires or otherwise leaves employment; otherwise, any accrued annual leave shall be paid only upon final retirement of the employee.

Ref:    La. Rev. Stat. Ann. ' ' 11:754, 17:81, 17:425.1, 23:631.

**GBRL:           Holidays**

**The Jefferson Parish School Board shall establish the holiday schedule for all personnel in addition to those included in the adoption of a school calendar. Whenever a holiday falls on a Saturday or Sunday, the 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 years for the presidential election. In addition, schools shall be closed for an election day in those years that mark the second year of a president's term of office, and in those years that a mid-term election is scheduled.**

Ref:   La. Rev. Stat. Ann. ' 1:55; Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of Education; Board minutes, 12-6-06.