

PERSONNEL HANDBOOK

RECOVERY SCHOOL DISTRICT
LOUISIANA DEPARTMENT OF EDUCATION

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**Recovery School District of Louisiana
Personnel Handbook**

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Section A: Ethical Issues

Policy	Code
Equal Opportunity Employment Individuals with Disabilities	A-1 A-1a
Professional Standards	A-2

The Recovery School District of Louisiana (RSD) and all offices under its jurisdiction declare that no person shall, on the basis of race, color, religion, sex, national origin, disability, or age, be discriminated against in admission or access to or treatment or employment in, its programs and activities. The RSD is an equal employment opportunity agency and is dedicated to a policy of nondiscrimination in employment or training. Qualified persons, applicants or employees shall not be excluded from any course or activity because of age, race, creed, color, sex, religion, national origin, or qualified disability.

See also: A-1a, Individuals with Disabilities

References: Constitution of Louisiana, Article 1, ' 3
Constitution of Louisiana, Article 10, ' 10
La. Rev. Stat. Ann. ' ' 23:301, 23:302, 23:303, 23:311, 23:312, 23:314,
23:323, 23:332, 23:334, 23:342, 23:352, 23:368
Department of Education Employee Policies, EP 1.2

The Recovery School District of Louisiana (RSD) 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 RSD.

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

In general, it is the responsibility of the applicant and/or employee with a disability to inform the RSD that an accommodation is necessary. This request need not specifically use the term *reasonable accommodation*, but need only let the RSD 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 RSD does not believe that the accommodation is needed, the RSD may request that the employee provide documentation from his/her physician regarding the employee's functional limitations in order to support the request. The RSD is not required to provide an accommodation that is primarily for the personal use of the employee. The RSD further is not required to provide an accommodation which would result in an undue hardship on the RSD.

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 RSD Director of Human Resources.

Once a request for an accommodation has been made, the RSD Director of Human Resources shall schedule an initial meeting with the employee and his/her immediate supervisor as soon as practical. Multiple meetings may be necessary however, before a determination regarding the request can be made. During the meeting, the RSD Director of Human Resources, together with the employee's immediate supervisor, and the employee shall 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 RSD may choose the accommodation that is less costly or that is easier to provide.

Following the meeting(s) discussed above, the RSD Director of Human Resources shall render a written decision regarding the request for accommodation, including whether the request is to be granted and how or, if the request is not to be granted, the reasons why. Such report will be rendered within a reasonable time following the conclusion of the meeting(s) with the employee and the immediate supervisor.

In case a decision is made not to grant an accommodation because of an undue hardship, written notification 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 file a grievance as provided in policy *E-2, Complaints and Grievances*.

See Also: A-1, Equal Employment Opportunity
 E-2, Complaints and Grievances

References: La. Rev. Stat. Ann. ' ' 23:322, 23:323, 23:324

ETHICS

It shall be the policy of the Recovery School District of Louisiana (RSD), that daily conduct and performance of employees shall reflect high standards of professional commitment and preparation. Honesty, morality, and integrity in relation to school finances, students, colleagues, community, and all other areas of educational responsibility are critical qualities employees shall demonstrate. Employees shall meet the terms of contracts or appointments, demonstrate emotional stability and physical adequacy appropriate to assigned responsibilities, and comply with all applicable policies and regulations.

Actions which may present a conflict of interest, acceptance of gifts, or solicitations, or gratuities, abuse of authority of office or position, and decisions regarding the employment of a family member of an official are all subject to statutory restrictions.

PROHIBITED TRANSACTIONS

Any RSD official, the RSD Superintendent, or employee is prohibited by state law, with limited exception as provided in La. Rev. Stat. Ann. '42:1120, from participating in a transaction in which he/she has a personal substantial economic interest of which he/she may be reasonably expected to know involving the governmental entity. Also, any RSD official, Superintendent, or employee is prohibited by state law, except as provided in La. Rev. Stat. Ann. '42:1120, from participating in a transaction involving the governmental entity in which, to his/her actual knowledge, any of the following persons has a substantial economic interest:

1. Any member of his/her immediate family.
2. Any person in which he/she has a substantial economic interest of which he/she may reasonably be expected to know.
3. Any person of which he/she is an officer, director, trustee, partner or employee.
4. Any person with whom he/she is negotiating or has an arrangement concerning prospective employment.
5. Any person who is a party to an existing contract with such public servant, or with any legal entity in which the public servant exercises control or owns an interest in excess of twenty-five percent, or who owes any thing of economic value to such public servant, or to any legal entity in which the public servant exercises control or owns an interest in excess of twenty-five percent, and who by reason thereof is in a position to affect directly the economic interests of such public servant.

Every public employee shall disqualify himself/herself from participating in a transaction involving the governmental entity when a violation of state law would result.

ABUSE OF OFFICE

No RSD official or employee shall use the authority of his/her office or position, directly or indirectly, in a manner intended to compel or coerce any person or other public servant to provide himself/herself, any other public servant, or other person with any thing of economic value.

No RSD official or employee shall use the authority of his/her office or position, directly or indirectly, in a manner intended to compel or coerce any person or other public servant to engage in political activity.

TRANSACTIONS AFTER TERMINATION OF PUBLIC SERVICE

No former RSD employee shall, for a period of two (2) years following the termination of his/her employment, assist another person, for compensation, in a transaction, or in an appearance in connection with a transaction in which such former public employee participated at any time during his/her public employment and involving the RSD by which he/she was formerly employed, or for a period of two (2) years following termination of his/her employment, render any service which such former public employee had rendered to the RSD during the term of his/her public employment on a contractual basis, regardless of the parties to the contract, to, for, or on behalf of the RSD with which he/she was formerly employed.

NEPOTISM

The employment and assignment of personnel within the Recovery School District of Louisiana (RSD) shall be in accordance with appropriate ethical standards and specific statutory provisions.

GIFTS TO PERSONNEL

The Recovery School District of Louisiana (RSD) shall prohibit staff members and employees of the RSD from soliciting, accepting, or receiving, either directly or indirectly, any thing of economic value as a gift or gratuity from students, parents, or other individuals.

Acceptance of any form of compensation, gift, or gratuity by any employee of the RSD from persons or firms doing business with the State or RSD is strictly prohibited. Reduced cost and/or free travel expenses are also defined as gifts with regard to this policy. This policy does not preclude, however, acceptance of food or drinks of a social nature or participation in a social event provided the value of the food, drink, or refreshment does not exceed that amount permitted under state law. This policy shall also not preclude the acceptance of campaign contributions for use in meeting campaign expenses by any employee who is or becomes a candidate for election to any public office.

SOLICITATIONS

The Recovery School District of Louisiana (RSD) 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 RSD Superintendent or his/her designee, who shall take whatever action is necessary, if any, to ensure that the RSD's best interests are protected.

SALES

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

ENDORSEMENTS

Employees of the Recovery School District of Louisiana (RSD) shall be prohibited from recommending, endorsing, or requiring students to purchase any product, material, or service in which they have or an immediate family member has a financial interest or that is sold by a company that may employ the RSD employee during non-school hours.

DEFINITIONS

Agency means a department, office, division, agency, commission, board, committee, or other organizational unit of a governmental entity. For public servants of political subdivisions, it shall mean the agency in which the public servant serves, except that for members of any governing authority and for the elected or appointed chief executive of a governmental entity, it shall mean the governmental entity.

Agency head means the chief executive or administrative officer of an agency or any member of a board or commission who exercises supervision over the agency.

Immediate family as the term relates to a public servant means his/her children, the spouses of his/her children, his/her brothers and their spouses, his/her sisters and their spouses, his/her parents, his/her spouse, and the parents of his/her spouse.

Public servant means a public employee or an elected official.

Political activity means an effort to support or oppose the election of a candidate for political office in an election.

Substantial economic interest means an economic interest which is of greater benefit to the public servant or other person than to a general class or group of persons, except:

- a. The interest that the public servant has in his/her position, office, rank, salary, per diem, or other matter arising solely from his/her public employment or office.
- b. The interest that an elected official who is elected to a house, body, or authority has in a position or office of such house, body, or authority which is required to be filled by a member of such house, body, or authority by law, legislative rule, or home rule charter.

- c. The interest that a person has as a member of the general public.

Transaction involving the governmental entity means any proceeding, application, submission, request for a ruling or other determination, contract, claim, case, or other such particular matter which the public servant or former public servant of the governmental entity in question knows or should know:

- a. Is, or will be, the subject of action by the governmental entity.
- b. Is one to which the governmental entity is or will be a party.
- c. Is one in which the governmental entity has a direct interest. A transaction involving the agency of a governmental entity shall have the same meaning with respect to the agency.

See Also: E-6, Conduct

References: La. Rev. Stat. Ann. §§ 17:81, 17:428, 17:1990, 42:1101, 42:1102, 42:111, 42:1112, 42:1113, 42:1115, 42:1115.1, 42:1116, 42:1119, 42:1121, 42:1123

Section B: Community Relations

Policy	Code
Employee Community Relations	B-1
Public Information	B-2
Political Activities	B-3

All employees of the Recovery School District of Louisiana (RSD) shall be permitted 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 RSD and should not be conducted during normal business hours unless RSD related.

References: La. Rev. Stat. Ann. §§17:81, 17:1990

CONFIDENTIAL INFORMATION

The Recovery School District of Louisiana (RSD) shall release/disclose information about the RSD that is not classified as *confidential information*. Release of confidential information to the public is prohibited. The disclosure of confidential information by unauthorized individuals or employee of the RSD may be cause for prosecution and/or disciplinary action against the individual/employee involved.

Information or records which are considered confidential by the RSD shall only be released/accessed as a result of a judicial court order or as otherwise provided by state or federal law.

REQUESTS FOR INFORMATION

It is the policy of the Recovery School District of Louisiana (RSD) that information not exempt by Louisiana statutes shall be made available for inspection by any person at reasonable times during working hours. Official records of the RSD shall not leave the school or RSD premises except for official RSD business.

Copies of RSD records may be requested at any time. The RSD shall require any person making the request to reimburse the RSD for the actual fees and costs incurred prior to providing any document, record, or item, unless the person is exempted from providing reimbursement. Duplication of records classified as privileged information shall not be permitted.

Any person may request in writing, a time to see such public records at a mutual, agreeable time with the RSD and such time and place will be mutually stipulated during normal working hours. Any request to view records shall clearly state the specific records desired.

PROCEDURES

1. Requests for information or records, once received by any employee of the RSD, shall be forwarded to the RSD Chief of Staff or his/her designee.
2. The RSD Chief of Staff or his/her designee shall review the request and determine the scope of information that may be released and notify the person making the request accordingly.
3. Included in the notification to the person making the request shall be information as to the fees to be charged should copies of any records be included in the request. No copies shall be made or given to the person requesting the information until payment of the fees has been received, unless the requester is exempt from paying such fees.

See Also: E-12a, Requests/Confidentiality
E-12b, Personnel Records

References: La. Rev. Stat. Ann. §§13:5112.1, 17:81, 17:93, 17:172, 17:196, 17:232,
17:415, 17:440, 44:1, 44:4, 44:31, 44:32, 44:36
Department of Education Administrative Policies, AP-2.1

The Recovery School District of Louisiana (RSD) directs that, while in the performance of his/her assigned school duties, whether it be in the classroom, in the school, or on the school grounds, or otherwise, an employee in his/her presentations to the students, or in his/her discussions or conversations with them, should handle all controversial and political issues in a strictly non-partisan manner.

No RSD employee shall engage in any political activity during business hours or while performing his/her RSD responsibilities, nor shall any employee use any RSD facility or property for such activities. As used in this policy, *political activity* includes any effort to support or oppose the election of a candidate for political office, to support or oppose any tax, bond, or other public referendum to be voted on, or to support a particular political party in an election, including the making or solicitation of campaign contributions, exhibition or distribution of cards, pictures, handbills, pins, or other campaign paraphernalia, and telephone solicitation. Employees shall not be prohibited from discussing political candidates or parties among themselves out of the presence of school children, or during personal time or affairs away from offices or school facilities.

References: La. Rev. Stat. Ann. §§17:81, 17:1990

Section C: Employment

Policy	Code
Classification of Personnel	C-1
Qualifications and Duties	C-2
Recruitment	C-3
Employment	C-4
Employment Contracts	C-4a
Probation	C-5
Assignment	C-6
Reassignment/Transfer	C-6a
Evaluation	C-7
Tenure	C-8
Investigations	C-9
Discipline/Corrective Action	C-10
Hearings	C-10a
Separation	C-11
Hearings	C-11a
Termination Due to Position Elimination	C-12
Resignation	C-13
Exit Interview and Process	C-13a

All employees of the Recovery School District of Louisiana (RSD) are designated as unclassified service employees under the 1974 Louisiana Constitution. All aspects of employment, including compensation and benefits, are governed by applicable law and/or RSD policy.

References: Constitution of Louisiana, Art. 10, Sec. 10
La. Rev. Stat. Ann. §§17:81, 17:1990

QUALIFICATIONS

All personnel of the Recovery School District of Louisiana (RSD) shall be required to meet those qualifications necessary for the position assigned as may be determined by the RSD.

GENERAL DUTIES AND RESPONSIBILITIES

Employees shall be expected to perform all assigned duties and responsibilities in a competent and professional manner. All employees have the responsibility to be familiar with and abide by the laws of the state, the policies and decisions of the RSD, and the administrative regulations and procedures designed to carry out RSD policies.

A written job description should be written for all employment positions in the RSD. Documentation of current signatures reflecting the annual review and/or receipt of job descriptions should be filed in the employee's official personnel file.

All employees of the RSD should be assigned an immediate supervisor. Besides the duties and responsibilities that may be enumerated in a position's job description, the immediate supervisor may assign other duties as needed.

References: La. Rev. Stat. Ann. §§17:413, 17:414, 17:441, 17:3884

The Recovery School District of Louisiana (RSD) will strive to employ the best employees available, and to assign such employees to positions, departments, levels, or subject fields in which they have achieved full qualification or certification. Upon creation of a new administrative or supervisory position or a vacancy occurring in an established position, the RSD Superintendent or his/her designee should prepare a notification outlining the details of the position and procedures for applying. Such notification should be posted. Advertisements for vacancies should generally be for a minimum of ten (10) days, unless extenuating circumstances require a shorter period of time.

Applications for non-certificated and certificated positions shall retained by the RSD for a period of not less than three (3) years.

See Also: C-2, Qualifications and Duties
C-4, Employment

References: La. Rev. Stat. Ann. ' ' 17:24.2, 17:81, 17:83, 17:1990, 23:291, 44:12.1, 44:31, 44:31.1, 44:32, 44:33, 44:34

The Recovery School District of Louisiana (RSD) shall require all certificated personnel employed by the RSD to possess those qualifications set forth by the Louisiana Board of Elementary and Secondary Education (BESE) and by all applicable accrediting agencies. The RSD also recognizes that these qualifications, as well as qualifications for all positions, are set up to promote minimum standards.

Employees not hired under an administrative contract and those employees not eligible to become tenured employees shall be employed on an *at-will employment basis*, which means that such employees are subject to dismissal by the RSD at any time, for any reason, provided the termination does not violate any statutory or constitutional provision. *At-will employment* also means that the employee may leave the employment of the RSD at any time without liability to the RSD. Neither this handbook nor any provision within shall constitute a contract of employment with any employee of the RSD.

RETIREEES

Employees who retire from the RSD may apply for any available position within the RSD for which they may be qualified. Any employee who formally and officially retires from the RSD shall not be guaranteed any position/reemployment with the RSD. Former employees shall make application and be considered for employment in accordance with selection procedures relative to employment.

Upon retirement, employees lose all tenure and seniority rights they may have earned with the RSD. Retirees returning to work shall earn tenure and/or seniority rights for which they are eligible. All other benefits, such as sick leave or annual leave, shall accrue as for any other newly hired employee.

DISCLOSURE OF INFORMATION BY APPLICANT

Prior to hiring any employee, the RSD shall request the applicant to sign a statement that requests and authorizes the release and disclosure of information by the applicant's current or previous employer, if such employer is a city, parish, or other local public school board, relative to all instances of *sexual misconduct with students* as defined by BESE regulations, as committed by the applicant, if any. The statement shall also request the current or previous employing School Board make available to the RSD, 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 RSD may employ any applicant on a conditional basis pending the RSD's review of any information obtained pursuant to this request. However, in accordance with statutory provisions, the RSD shall not hire any applicant who does not sign the statement as required by law.

Any information obtained by the RSD as a result of the statement and request outlined

above shall be used by the RSD *only* for the purpose of evaluating an applicant's qualifications for employment in the position for which he/she has applied.

In addition to the above, the applicant shall grant permission by signing a statement on the application form for the RSD to have access to any and all reference, background, and previous employment information, and to receive copies of such documentation from a current or previous employer.

CRIMINAL HISTORY OF APPLICANTS

The RSD shall require, in accordance with state law, applicants for employment with the RSD 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*. *Nolo contendere* means no contest; that is, in this case the person wishes not to argue against or contest the allegations.

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 RSD 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. 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.
2. A person who has submitted his/her fingerprints may be conditionally hired pending the results of the inquiry.
3. A teacher or any other RSD employee shall report any final conviction or plea of guilty or *nolo contendere* to any offense, excluding traffic offenses, to the RSD within forty-eight (48) hours of conviction or plea.

PROCEDURES

Prospective employees of the RSD must meet certain conditions before being offered employment. The conditions, which must be met in order for an employment offer to be made final, include, but are not limited to, the following:

1. Must take and pass a drug test.
2. Must meet all requirements for the job title, such as the RSD minimum qualifications for the position.
3. All male prospective employees age 18 through 25 shall be required to be registered with Selective Service System of the United States Government.

4. An *Authorization to Disclose Criminal History Background* form shall be completed and submitted with application.
5. Must agree to receive wage and compensation payments via direct deposit, through electronic transfer of funds, into a checking or savings account at a bank, savings and loan, or credit union, which is authorized by the RSD. (An employee may request a waiver of the mandatory direct deposit under certain conditions.)

Conditional Offer of Employment

When a selection has been made, the *Conditional Offer of Employment Form* may be completed by the RSD representative and submitted to RSD Human Resources Department following the existing processes established by the RSD.

Upon final signature from the RSD Superintendent or his/her designee, the RSD shall notify the applicant of selection contingent upon the conditions of employment. The *Conditional Offer of Employment Form* shall be retained in the RSD Human Resources Department along with the pre-employment drug testing information and other pre-employment documents.

No offer of employment shall be made to any applicant prior to being informed by a staff member of the RSD's Human Resources Department that the applicant has passed the drug test and met all required conditions of employment and the offer has been approved in writing by the Human Resources Department.

Report to Work Clearance

Employees must receive a *Report to Work Clearance* form from the Human Resources Department prior to reporting for their first day.

See Also: C-4a, Employment Contracts

References: La. Rev. Stat. Ann. §§11:710, 15:587, 15:587.1, 17:15, 17:22, 17:81, 17:81.9, 17:84, 17:84.1, 17:411, 17:1205, 17:1990, 23:897, 36:645
La. Civil Code, Art. 2747
Department of Education Administrative Policy, AP-3.4

ADMINISTRATIVE CONTRACTS

The Recovery School District of Louisiana (RSD) shall hire administrative and supervisory personnel in positions that require certification under the terms of an administrative contract of not less than two (2) nor more than four (4) years, except when such employment is for a temporary position. The RSD Superintendent shall make the final decision regarding the length of any such performance contract. Termination or non-renewal of any performance contract shall be governed by the terms of the contract and applicable law.

OTHER EMPLOYMENT CONTRACTS

Personnel of the RSD may be hired under an employment contract negotiated and entered into by the RSD Superintendent and/or his/her designees.

See Also: C-4, Employment
C-11, Separation
C-13, Resignation

References: La. Rev. Stat. Ann. §§11:710, 17:81, 17:83, 17:84, 17:84.1, 17:411, 17:413,
17:444

The Recovery School District of Louisiana (RSD) shall require, in accordance with statutory requirements, certificated teachers and counselors of the RSD who were employed by a transferring school district when a failing school was transferred to the RSD, and were eligible to earn tenure in the transferring school district, to serve a probationary term of three (3) years to be reckoned from the date of his/her first appointment as an employee of the RSD. The probationary period shall not begin until the date of issuance of certification for the employee, or the date of hire, whichever is later.

Any certificated employee found unsatisfactory by the RSD, at the expiration of the probationary term described above, shall be notified by the Superintendent of the RSD and/or his/her designee in writing that he/she has been discharged or dismissed and the reasons therefore. In the absence of such notification, the probationary employee shall automatically become a regular and permanent employee in the employ of the RSD after having successfully served the three (3) year probationary term and upon the employee reporting for the first school day of the employee's fourth (4th) year of employment.

See Also: C-4, Employment
C-4a, Employment Contracts

References: La. Rev. Stat. Ann. ' ' 17:81, 17:441, 17:442, 17:1205, 17:1990

POSITION ASSIGNMENTS

The Recovery School District of Louisiana (RSD) Superintendent or his/her designee shall be authorized to assign all teachers, administrators, supervisory personnel, and other employees of the RSD to their respective positions and/or schools upon employment. The RSD has a policy of site selection, and will attempt to assign staff according to the recommendations of school site administrators. It is the intent of the RSD that personnel be assigned on the basis of their qualifications and the needs of the RSD.

CLASS ASSIGNMENT

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

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

References: La. Rev. Stat. Ann. §§17:81, 17:1990, 42:1119

The Recovery School District of Louisiana (RSD) may reassign or transfer any teacher or other employee, including personnel employed as principals and supervisors, from one position, school or grade to another by giving written notice to the teacher or employee of such intention to transfer.

SURPLUS PROCESS

Due to the dynamic nature of the RSD, positions at schools in the RSD fluctuate based on budgetary considerations, staffing configurations, and strategies and initiatives of the RSD.

Consequently, the RSD shall devise and maintain a process for displaced employees to find positions in other schools of the RSD, while maintaining RSD's policy of site selection.

The RSD shall make every effort to assist displaced employees in finding new positions within the RSD, including publishing a vacancy list, and hosting several job fairs for internal and external positions.

The RSD shall also publish surplus process guidelines and timelines, depicting the procedures employees should follow and the deadlines included in the process.

VOLUNTARY TRANSFER

Persons employed by the RSD who voluntarily request such a transfer to another location or position shall submit such request in writing to the RSD Superintendent and/or his/her designee. Such requests shall be within timelines designated by the Human Resources Department. Each request for transfer shall be valid for one fiscal or school year *only*, as applicable.

Any decisions concerning transfer shall be based on the needs of the RSD first and the needs of the employee second. A teacher transferred to a school or position must be certified and qualified for the position to which transferred, unless waived by the RSD. Should a person request reassignment to a lesser position, such personnel, upon reassignment, shall be placed in the salary schedule at the level of the new position.

References: La. Rev. Stat. Ann. §§ 17:81, 17:443, 17:1990

It is the policy of the Recovery School District of Louisiana (RSD) to appraise the performance of all personnel in its employ in order to help each individual improve his/her effectiveness, and to estimate individual potential. The RSD Superintendent and staff shall have the responsibility for developing, monitoring, and maintaining an effective and efficient personnel evaluation program. The observation, evaluation and assessment process shall result in the assessment of the strengths and weaknesses of the individual and the selection of the necessary steps which will be taken to help the individual continue to grow professionally.

CONFIDENTIALITY

The assessments and evaluation results and any documentation related thereto of any employee evaluated by the RSD shall be confidential and therefore not considered a public record.

References: La. Rev. Stat. Ann. §§ 17:1990, 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

The Recovery School District of Louisiana (RSD) shall, in accordance with statutory provisions, grant tenure to certificated teachers and counselors of the RSD who were employed by a prior school system at the time a school was transferred to the RSD and were eligible to earn tenure in the transferring school district, who have successfully served a probationary term of three (3) calendar years from the date of their appointment as certificated employees within the RSD. If not notified in writing by the RSD at, or before, expiration of the probationary period that he or she has been discharged, such certificated employee shall automatically become a regular and permanent employee. The term *certificated employee* 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.

Certificated employees who have been promoted and, as a result, have entered into an administrative contract with the RSD shall not be eligible to acquire tenured status in the position to which promoted but shall retain permanent status in their former tenured positions.

No other employees shall be eligible to earn tenure.

See Also: C-5, Probation

References: La. Rev. Stat. Ann. §§ 17:441, 17:442, 17:443, 17:444, 17:1205, 17:1213, 17:1217, 17:1990

This policy sets forth the procedures followed when a complaint of misconduct is made against an employee. Misconduct includes any violation of rules that are set forth in the employee handbook or any other acts or omissions that are deemed detrimental to the district. It is the policy of the Recovery School District of Louisiana (RSD) that conditions within the RSD that may warrant investigation by the staff shall be reported to the RSD Superintendent or his/her designee. The scope and extent of each investigation shall depend on multiple factors, including the nature of the alleged conduct and the facts provided.

In any investigation, employees of the RSD shall, upon reasonable request by the RSD 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 may be the subject of the investigation or may be related to the matter being investigated.

If deemed appropriate by the RSD Superintendent or his/her designee in the conduct of such investigation, employees of the RSD shall, upon reasonable notification, appear at the offices of the RSD Superintendent or at such other suitable location within the RSD as might be appropriate and convenient in the investigation. In addition, an employee whose conduct is being investigated may be placed on exigent leave during the course of the investigation.

During any such employee interview, the employee may request legal representation if desired by the employee, but said representation is not guaranteed and shall be at no cost to the RSD.

If the allegation falls within the definition of *abuse* as defined in policy *E-15, Child Abuse Reporting*, 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 RSD policy. Such reporting shall be made and applied in conjunction with the procedures outlined in this policy.

PROCEDURES

Any complaint relative to employee conduct shall be handled as follows:

1. The principal/immediate supervisor shall schedule an informal conference to inform the employee of the nature of the problem, and discuss possible resolution without a formal investigation. If resolution is reached, the principal / immediate supervisor shall document the resolution and provide the employee and the Department of Human Resources with a copy. If resolution is not reached the following procedures apply.
2. The Department of Human Resources (HR) receives information regarding alleged misconduct of an RSD employee.

2. If necessary, Human Resources requests additional information from involved parties and determines if an investigation is necessary.
3. Once an investigation is determined necessary, parties to the investigation shall receive a written *Notice of Investigation* outlining the nature of the allegations including, if possible, the date, location and nature of the offense.
4. The complaint shall be assigned to an investigator who shall investigate the complaint by gathering information that may include, but shall not be limited to: interviews, collection and review of documents and records.
5. If evidence suggests that policy and or procedures have been violated the employee shall be given the opportunity to give a formal statement or to refute the alleged violations.
6. The assigned investigator shall write a report outlining the results of the investigation. The HR Director or designee shall determine if the complaint should be referred to the RSD Hearing Officer.
7. If the investigation suggests that an employee did not violate RSD policy, the employee shall receive written notice from HR that the case was closed and the incident shall be removed from his/her file.
8. If the investigation suggests that an employee did violate RSD policy, the complaint shall be given to the Hearing Officer to conduct a hearing and the employee shall receive written notice of their hearing.

If at any level throughout the review process, additional facts are needed, the investigation can and will be returned to the original investigator to gather the additional information before reaching the Hearing Officer.

See Also: E-12b, Personnel Records

References: La. Rev. Stat. Ann. ' ' 14:403, 17:81, 17:81.6, 17:81.8, 17:1990

The Recovery School District of Louisiana (RSD), in accordance with state law, shall have authority to discipline employees in any manner, including coaching, training, oral or written reprimand, suspension, or termination, when an employee's behavior warrants such action.

When not otherwise provided for by state law or RSD policy, any disciplinary action may be considered by the RSD. A series of these actions may be used depending on the nature and severity of the employee's misconduct.

When undesirable employee behavior arises, the immediate supervisor shall be responsible for discussing such behavior with the employee, and initiating corrective action.

When an employee's misconduct becomes more serious or severe in nature, the immediate supervisor shall discuss the matter with other appropriate administrative personnel for assistance in implementing other disciplinary action. When such conduct has continued or worsened throughout the disciplinary process, an employee may be subject to dismissal. Applicable procedural requirements governing the dismissal of employees shall be governed by each employee's status.

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

SUSPENSION OF EMPLOYEES

The RSD may suspend any person in its employment when the RSD Superintendent has reason to believe the interests of the RSD so dictate.

Tenured Employees

The RSD Superintendent shall have the authority to suspend tenured employees with pay when the circumstances necessitate immediate action.

Probationary and Non-Probationary Employees

The RSD Superintendent shall have the authority to suspend personnel other than tenured employees, with or without pay, when circumstances warrant such action.

See Also: C-9, Investigations

References: La. Rev. Stat. Ann. ' ' 17:81, 17:81.8, 17:443, 17:1990

The purpose of an employee hearing is to ensure that an employee of the Recovery School District of Louisiana (RSD) who has been charged with an alleged violation is provided the opportunity to respond to the charges prior to any disciplinary action. Upon receipt of the results of a disciplinary investigation, the Human Resources (HR) Director shall determine whether an employee hearing is warranted. If the HR Director or his/her designee determines that an employee hearing shall be held, the Employee Relations Coordinator shall submit the investigation to the designated RSD Hearing Officer. The Hearing Officer shall send written notice to the employee that a hearing will be scheduled and shall proceed to schedule the hearing. Once scheduled, the Hearing Officer shall review the information provided by both parties and make a recommendation to the RSD Superintendent or his/her designee for appropriate action.

REPRESENTATION

An employee charged with an alleged violation(s) may have a representative present during the hearing to provide advice to the employee as needed.

While an employee may elect to have a representative present, there is no provision for the RSD to schedule the Employee Hearing around a representative's calendar or pay compensation to or reimburse a representative's expenses, regardless of whether the representative is a state employee or an individual from outside state service.

Any meetings between an employee and the employee's representative relating to preparation for an Employee Hearing shall not occur during paid working hours.

If an employee acting as a representative elects to attend an Employee Hearing held during working hours, the employee shall obtain prior approval to use accrued leave or, if accrued leave is not available, leave without pay.

It shall be the policy of the Recovery School District of Louisiana (RSD) with the exception of lay-offs caused by programmatic changes, budget cuts, staff reorganizations, and/or reductions in force, no RSD employee shall be dismissed except upon valid reasons.

TENURED EMPLOYEES

A permanent (tenured) employee shall not be removed from his/her position except upon written and signed charges of 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, and then only if found guilty after a hearing by the State Superintendent upon a recommendation of the RSD Superintendent.

The State Superintendent, if he/she decides to proceed upon the charges, shall notify the tenured employee in writing at least twenty (20) days prior to the hearing, stating the charges brought against him/her, and shall arrange for a hearing to be held in accordance with due process provisions of the law, such hearing to be public or private at the option of the tenured employee.

ADMINISTRATIVE CONTRACTS

Personnel who have entered into administrative contracts with the RSD may be removed from employment upon being found incompetent, inefficient, or failing to fulfill the terms and performance objectives of his/her contract during the term of his/her contract. Notification of termination of an administrative contract shall be in accordance with terms of the contract and applicable state law. Any person so removed shall be entitled to written charges, notice of hearings, and a fair hearing before the RSD Superintendent or designated representative. If the person so removed had previously acquired tenure, then upon removal or non-renewal of contract, he/she shall be returned to his/her former position or one of equal salary as his/her former position, unless the employee chooses to terminate his/her employment.

PROBATIONARY EMPLOYEES

During the probationary term of an employee of the RSD, the RSD Superintendent may dismiss an employee accompanied by valid reasons for the dismissal.

NON-PROBATIONARY EMPLOYEES

The RSD Superintendent may dismiss an employee accompanied by valid reasons for the dismissal.

FAILURE TO RESIGN/REPORT TO WORK

If any employee leaves without resigning, after six (6) calendar days such action shall be considered willful neglect of duty and a recommendation shall be made for dismissal of the employee.

See Also: C-4, Employment
C-4a, Employment Contracts
C-10a, Hearings
C-13a, Exit Interview and Process
D-1, Compensation

References: La. Rev. Stat. Ann. §§ 15:587.1, 17:15, 17:81.5, 17:443, 17:444, 17:1990

From year to year it may become necessary for the Recovery School District of Louisiana (RSD) to reduce or eliminate positions by school, based on such considerations as a significant enrollment decline, loss of federal or state funds, need for academic or facility restructuring, compliance with state or federal law, and/or the discontinuance of special programs or projects. Elimination of any position shall be based foremost on the needs of the students within the RSD, and secondly on fluctuations in budgeting.

All decisions of position elimination shall be made by the RSD Superintendent with input by principals at each of the RSD schools.

Employees shall be notified in writing of any positions to be eliminated. Employees occupying positions which are scheduled for elimination, and who are in good standing within the RSD, shall be placed in the applicant pool already on file with the Human Resources Department.

See Also: E-2, Complaints and Grievances

References: La. Rev. Stat. Ann. §§17:81, 17:81.4, 17:1990

The Recovery School District of Louisiana (RSD) requires any employee who wishes to terminate his/her employment with the RSD to submit a letter of resignation to the RSD Superintendent or his/her designee. The RSD Superintendent shall be authorized to finalize resignations by accepting letters of resignation.

Employees resigning from employment with the RSD after the end of the school session shall do so as soon as possible. Resignations should include the reason for the request and the exact date for release.

FAILURE TO RESIGN/REPORT TO WORK

If an employee leaves without resigning, after six (6) working days such action shall be considered willful neglect of duty and a recommendation shall be made to the RSD Superintendent for dismissal of the employee. Such action may also be considered as a breach of contract against which legal action may be taken by the RSD.

EXIT REVIEW

Any person who resigns from employment with the RSD shall be expected to complete an exit interview and process prior to their last day of work, in accordance with policy *C-15a, Exit Interview and Process*.

See Also: C-13a, Exit Interview and Process

References: La. Rev. Stat. Ann. §§17:81, 17:1990

Every employee who leaves the Recovery School District of Louisiana (RSD) shall complete the exit process and interview. This includes employees who leave by resignation, transfer, retirement, layoff, termination or removal without cause.

PROCEDURES

1. It is the responsibility of the employee to inform his/her supervisor with written and reasonable notification (e.g., two (2) weeks of intent to terminate employment and complete an *Exit Interview Form*). The employee should contact the Human Resources Department, provide a copy of his/her resignation letter dated and signed, and schedule an appointment for an exit interview.
2. The employee's immediate supervisor shall complete the mandatory *Supervisor's Checklist for Exiting Employee*, verifying all related actions are reported and processed appropriately. The form must be maintained in the RSD files for a minimum of one (1) year from the date of separation. It is the supervisor's responsibility to notify all appropriate personnel of the employee's separation in order to timely delete/delimit passwords, parking and identification cards, etc.

Failure to complete exit procedures as outlined above shall constitute job abandonment.

See Also: E-8, Authorized Use of Equipment

Reference: Department of Education Employee Policies, EP-8.1

Section D: Compensation and Benefits

Policy	Code
Compensation	D-1
Overtime/Compensatory Time	D-1a
Payroll Procedures	D-2
Recoupment of Payroll Overpayments	D-2a
Travel Reimbursement	D-2b
Employee Leaves and Absences	D-3
Sick Leave	D-3a
Extended Sick Leave	D-3b
Catastrophic or Long-Term Leave	D-3c
Family and Medical Leave	D-3d
Personal Leave	D-3e
Maternity Leave	D-3f
Annual Leave	D-3g
Professional Leave	D-3h
Military Leave	D-3i
Bereavement Leave	D-3j
Court Appearances, Subpoenas, or Jury Duty	D-3k
Leave Without Pay	D-3l
Exigent Leave	D-3m
Holidays	D-4
Health Benefits	D-5a
Workers Compensation	D-5b
Return to work	D-5c
Retirement	D-5d

CERTIFICATED PERSONNELSalary SchedulesCentral Office Personnel

Personnel of the Recovery School District of Louisiana (RSD) Central Office shall be paid in accordance with Louisiana Department of Education policies and procedures. Such pay shall be at the minimum range established for the grade to which the position is allocated unless special circumstances or conditions warrant higher or lower pay as may be approved by the RSD Superintendent or his/her designee.

School-Based Employees

The salaries of all school-based employees shall be established by the Recovery School District of Louisiana (RSD.) The salaries of all school-based employees are generally based upon an established salary schedule; provided, however, that salaries may be stated in and controlled by an employment contract. Creditable service for salary determination purposes shall be all service for which employees are eligible to receive credit in accordance with statutory provisions, as noted below. Salary schedules shall be adopted by the RSD Superintendent and may be changed at the discretion of the RSD from year to year to make salary adjustments as a result of the changing revenue and state laws.

The amount of the annual salary paid to any *certificated 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 certificated employee be reduced at any time during an academic year. The limitations on the reduction in the amount of the annual salary paid to any certificated employee 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. Salaries are subject to change from year to year based on the position's assigned responsibilities, work schedule, or other contributing factors.

Ordinarily, no certificated employee shall be placed on the payroll of the RSD unless the employee holds a valid certificate as required by law. Exceptions shall be made only when certificated employees with valid certification are not available for employment, subject to approval of the State Superintendent of Education or his/her designee.

Salary Supplements

The RSD, at its discretion, may allow salary supplements to certain personnel who assume special or supplemental duties. Principals shall not be permitted to supplement any employee's salaries from any school or school related funds.

Experience Credit

It is the responsibility of the employee to submit prior service credits on the *Prior School System Experience Verification* form. Each employee shall submit this form to his/her previous employing school system for completion by the school system's personnel department. It must be completed by the employee's former employer. It is also the employee's responsibility to follow-up regarding submission of completed forms. Employees, once experience service credit has been approved by the RSD, shall receive credit according to the following guidelines:

- Full credit for years of satisfactory teaching service previously rendered in another parish, city, or community school system (La. Rev. Stat. Ann. §17:424);
- Full credit for year and months of satisfactory teaching services by a Louisiana certified teacher previously rendered in the United States armed forces institute school system of the state of Louisiana (La. Rev. Stat. Ann. §17:424.1);
- Full credit for years of satisfactory teaching services by a Louisiana certified teacher previously rendered in a private or secondary school approved by the Louisiana Department of Education (La. Rev. Stat. Ann. §17:424.2);
- Full credit for years of satisfactory teaching services by a teacher holding a valid Louisiana teaching certificate who has transferred to Louisiana from the public school system of another state who at time of such transfer held a valid teacher's certification from the state from where transferring (La. Rev. Stat. Ann. §17:424.3).

The RSD will not give credit for less than six (6) months of service. Months of experience shall be combined to equal six (6) or more months of service.

Once verification is documented, pay adjustment shall be retroactive from the date of hire. It is the discretion of the RSD to deny service credit in cases where the credits are not received prior to last month of academic year when hiring occurred.

Advanced Degree

A certificated employee shall be paid for the highest degree that appears on his/her teaching certificate. When a certificated employee is awarded an advanced degree or receives additional training that would result in an increase in salary, said certificated employee shall be paid according to the salary schedule for the advanced degree or training beginning with the next school semester following the date the degree is placed on his/her teaching certificate. A new employee not on the salary schedule shall be placed at the zero step of the salary schedule which corresponds to his/her position. It shall be the responsibility of the employee to assure proper notification is given to the Human Resources Department.

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.

Sick leave and annual vacation leave shall accrue as any other *newly hired employee* within the employee's classification, if designated. No sick leave or annual leave shall be carried forward at the time of rehire.

NON-CERTIFICATED PERSONNEL

Compensation for all non-certificated employees shall be based on salary schedules or hourly rates established by the RSD, with the exception that no employee shall receive less than the minimum established by state or federal law. In determining compensation and compensation plans for non-certificated employees, the RSD shall take into account the responsibilities of the position, the qualifications needed, past experience of the individual, and years of previous service.

With limited exception as provided by state law, the RSD shall be prohibited from reducing the hourly wage or annual salary paid to any non-certificated employee for any school year below the amount paid the employee for the previous school year. The RSD shall be further prohibited from reducing the hourly wage or annual salary of a non-certificated employee at any time during the academic year. An employee's annual salary may be subject to adjustment based on a change in the work calendar or total hours of work.

Principals shall not be permitted to supplement any employee's salaries from any school or school related funds.

For the purpose of this subsection, *non-certificated employee* shall mean any employee of the RSD that is not required to hold a teacher's certificate as a condition of employment.

NOTIFICATION OF PERSONNEL INFORMATION

Employees shall be required to notify the Human Resources Department to report the following changes in name, address, insurance dependents/beneficiaries, tax withholding, and voluntary deductions, and updates of teaching certificates, including applications for higher certificates or extensions, adding certification in an area and adding a higher degree.

To the extent possible, the information referenced herein may be updated through the *Louisiana Employees Online* (LEO).

The Human Resources Department may designate additional information that it must receive throughout the year to process personnel information.

See Also: C-4, Employment of Personnel
C-11, Separation

C-13, Resignation
D-5d, Retirement

References: La. Rev. Stat. Ann. §§ 11:710, 17:81; 17:83, 17:84, 17:84.1, 17:411, 17:413, 17:419 et seq., 17:421.4, 17:422.6, 17:444, 17:491, 17:492, 17:496, 17:496.1, 17:497, 17:497.1, 17:498, 17:1205, 17:1990, 39:247, 42:455

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

MINIMUM WAGE

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

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 RSD are completed. Administrative meetings, curriculum development, pupil supervision, assigned duties, parent conferences, group or individual planning, extracurricular activities, RSD and BESE Committee meetings may require hours beyond any stated minimum. The RSD Superintendent or his/her designee, consistent with the FLSA and the provisions of this policy, shall define work schedules for non-exempt employees.

SALARIES

A fixed salary is paid to non-exempt employees for hours worked for forty (40) hours in a workweek. Non-exempt employees who have a work schedule of fewer than forty (40) hours 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.

FLSA DESIGNATION

The Fair Labor Standards Act (FLSA) classifies employees into two (2) groups, *exempt* and *non-exempt*. Some employees, including executives, administrators, and professionals, are exempt from FLSA coverage and are not entitled to compensation for overtime under the federal law. Learned professionals, such as teachers, are also classified as exempt. Other exempt employees may include but not be limited to, the RSD Superintendent, directors, supervisors, principals, assistant principals, and other degreed professionals. Employees in these positions must meet salary and job duty tests to be classified as exempt from the FLSA.

Exempt employees *may* be compensated for overtime at a straight hourly rate; non-exempt employees *must* be compensated for overtime at a rate of time and one-half. State and federal law provide that employees may be compensated by “compensatory leave” (K-time), which is time off, in exchange for the overtime hours worked. The Human Resources Department shall be responsible for designating positions as exempt or non-exempt based on the duties assigned to the position, subject to RSD approval.

HOURS WORKED FOR OVERTIME REQUIREMENTS

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

OVERTIME COMPENSATION

Non-exempt 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 more than forty (40). However, the RSD discourages overtime work (more than forty (40) hours in a workweek) by non-exempt employees.

- A. Non-exempt employees who actually work over forty (40) hours in the workweek, in accordance with FLSA, **shall be** compensated with time and one-half compensatory leave for each hour actually worked over forty (40) until the balance of time and one-half compensatory leave reaches 240 hours. When the 240-hour cap is exceeded, overtime hours that exceed 240 shall automatically be paid to the employee.
- B. Exempt employees **may be** compensated for overtime hours worked with straight-time compensatory leave.
- C. Credit for overtime hours will start at fifteen (15) minutes after the end of the regularly scheduled workday and will be accrued and used in the same manner as regular leave. Minutes may be accumulated at the end of the workweek.

OVERTIME HOURS

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

Flexible Time

Principals or supervisors may need to adjust daily schedules of non-exempt employees to prevent non-exempt 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 non-exempt employee and supervisor and submitted to the payroll department.

Building principals, department heads and other supervisors are subject to discipline for allowing non-exempt employees under their supervision to work more than forty (40) hours in a workweek without the RSD Superintendent's or his/her designee's advance approval. Non-exempt 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.

Work at Home

Overtime compensation shall **NOT** be permitted for work performed at home.

Travel

The RSD shall have the discretion of determining whether overtime hours shall be compensated during travel for exempt employees. Overtime compensation may be applicable only to certain segments of exempt employees. However, other administrative support jobs may be considered for overtime compensation.

Time and One-Half Compensatory Leave (1.5 K-time)

Employees who occupy positions that have been determined to be **non-exempt** under the *Fair Labor Standards Act*, and have worked in excess of a forty (40) hour workweek, may be credited with compensatory leave at the time and one-half rate in lieu of paid overtime.

- Eligible employees may elect to use 1.5 K-time for any chargeable leave absence, provided it is applied for and approved in advance by the immediate supervisor.
- Additional administrative approval may be required.
- An employee who has been credited with 1.5 K-time may be required to take all or part of their accumulated 1.5 K-time, at any time (unless the absence is for an approved *Family and Medical Leave* absence related to a personal health condition).
- Employees who have accrued more than 240 hours of 1.5 K-time must be paid for hours in excess of 240, in the pay period in which it is earned.

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. Non-exempt 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.

Straight Time Compensatory Leave (ST K-time)

Employees who occupy positions that have been determined to be **exempt** under the *Fair Labor Standards Act* and have worked in excess of a forty (40) hour workweek, may be credited with compensatory leave at the straight time rate (one hour for each hour worked) in lieu of paid overtime.

- Eligible employees may elect to use ST K-time for any chargeable leave absence, provided it is applied for and approved in advance by the immediate supervisor.
- Additional administrative approval may be required.
- An employee who has been credited with ST K-time may be required to take all or part of their accumulated ST K-time at any time.
- No employee shall be allowed to carry forward more than 360 hours of ST K-time into a new calendar year.

Recording Overtime Hours

- A. Written authorizations for overtime requests must be documented on the appropriate form. The document must contain the explanation of the nature of the work performed. The document with approval signature by the supervisor and RSD must be attached to the timesheet.
- B. Overtime requests must contain the dates or period(s) of time for the overtime work, the name(s) and job title(s) of employees working overtime, and purpose/justification for the overtime.
- C. Employees must record overtime hours daily on timesheets to show the number of hours worked in excess of the regular hours of the day. For further information on recording time, refer to policy *E-13a, Attendance*.

PAYMENT AT SEPARATION AND/OR TRANSFER

Payment for overtime or compensatory leave to employees upon separation of employment shall be treated as follows:

1. **All** (exempt or non-exempt) employees with a time and one-half (1.5) compensatory leave balance shall be paid at a rate equal to his/her hourly rate prior to separation or transfer.

2. Only **non-exempt** employees shall be automatically paid straight-time compensatory leave balance, if applicable.
3. **Exempt** employees shall be paid eighty (80) hours of unused straight-time compensatory leave upon separation or transfer to an agency outside of the RSD. Payment for compensatory leave that exceed eighty (80) hours may be requested and approved by the RSD based on available budget.
4. All unused straight-time compensatory leave, if not paid to the employee, shall be cancelled and shall not be re-credited to him/her upon reemployment within RSD.
5. Employees with compensatory balances transferring into the RSD from an agency outside of the RSD cannot transfer the compensatory balance into the RSD.

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 in accordance with the RSD's policy *E-2, Complaints and Grievances*, if there is a dispute or objection to deduction from pay.

EXCEPTIONS AND SPECIAL SITUATIONS

When the RSD determines it in the best interest of the RSD, exceptions may be made to the provisions of this policy.

CONSEQUENCES

Violations of this policy shall not be tolerated and may be cause for disciplinary action, up to and including termination. Suspected violations or abuse of this policy shall be reported to the appropriate supervisor and/or Human Resources Director for review and further handling.

Any employee who fraudulently reports overtime hours earned shall be subject to disciplinary action up to and including termination for payroll fraud.

See Also: C-1, Classification of Personnel

References: La. Rev. Stat. Ann. §§17:84.1, 17:196, 17:197, 17:197.1, 17:198, 17:199, 17:422.5

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

PAYDAY SCHEDULES

The salaries of all permanent employees shall be distributed over twelve (12) months, regardless of employment period. All RSD employees are paid biweekly (every other Friday) by direct deposit. Each employee shall have access to pay information, via Louisiana Employees Online (LEO).

Any employee who wishes to update his or her banking information, deductions or other payroll information must complete the request through LEO or the Human Resources Department (HR) by the Friday prior to the close of the payroll period for which the change is to be effective.

Payroll

Most changes in taxes or payroll deductions can be completed through LEO. For assistance with changes through HR, requests must be on the appropriate form and must be received by (HR) to change the amount being deducted. Cancellations in payroll deductions shall only be by written notification, signed by the employee, to (HR). Changes sent directly to insurance companies shall not be effective until the change notification is received by the RSD.

No payments to employees shall be authorized until HR receives the minimum information of: name, address, and social security number. If no W-4 form is received for federal and local taxes, the taxes to be withheld shall be at the single rate with no dependents.

Bank Information

In order to ensure deposit of paychecks, employees must maintain appropriate bank information. Employees should update information in LEO as soon as possible when establishing new bank accounts, changing banks and/or account numbers or closing bank accounts. Employees can also contact the Human Resources Department for assistance with processing these updates.

Failure to update information in LEO or notify the Human Resources Department in a timely manner may cause delay in the receipt of the payroll check. Funds will not be deposited into a closed account under any circumstances.

Address Changes

The mailing address in the Human Resources computer payroll system determines where remuneration statements will be mailed. Incorrect addresses may prohibit an employee from receiving either a check or remuneration statement. The Human Resources Department shall be notified immediately of changes and/or incorrect mailing address information.

DIRECT DEPOSIT

Direct deposit of payroll checks shall be considered a condition of employment, and the RSD is forbidden from submitting job offers to prospective employees who are not willing to receive their wage and compensation payments via direct deposit.

Direct deposit of employee pay shall not be set up to go to a third party's account. This includes any account where the employee is not named on the account. Exceptions may be made by the RSD for deposits to a dependent's account or to the account of a parent/guardian when the employee is a dependent of the parent/guardian.

All requests for direct deposit waiver forms must be submitted to the RSD Human Resources Department either prior to or on the first date of employment. The RSD Human Resources Department shall then forward the waiver request to the RSD Superintendent or his/her designee. If/when the RSD Superintendent approves the form, the RSD Human Resources Department shall forward it to the Louisiana Office of State Uniform Payroll (OSUP) for final approval/denial. OSUP shall notify the RSD Human Resources Department of the final decision on the request. The RSD Human Resources Department shall then notify the supervisor/principal and/or employee.

An employee who **fails to timely complete and submit** the form shall not receive wages and/or compensation. The employee's wages shall be placed in a holding account until such time as the process is completed to establish direct deposit.

EMPLOYEES SEPARATING

Employees separating from the RSD during the school year shall receive payment in full for their services at the time of termination of services or within fifteen (15) days following the date of termination.

See Also: D-1, Compensation
D-1a, Overtime/Compensatory Time

References: La. Rev. Stat. Ann. ' ' 17:81, 17:421, 17:1990, 23:631,39:247, 42:455, 42:461

Payroll overpayments occur when compensation that is not owed to an employee is paid in error. This includes, but is not limited to, overpayment of wages, annual leave paid in error and erroneous refunds of deductions.

The Recovery School District of Louisiana (RSD) shall require that all employees and department staff responsible for processing RSD payroll actions shall be responsible for following internal procedures and assuring internal controls are in place to prevent overpayments of payroll.

The RSD is required to make a reasonable effort to recoup overpayments to both active and separated employees. In an attempt to recover payroll overpayments the following procedures shall be observed:

1. Recoupment from Active Employees

The Human Resources Department shall notify the employee, in writing, of the overpayment prior to taking action to recoup the overpayment. The notification shall include:

- a. The pay date(s) the overpayment occurred.
- b. The amount of the overpayment.
- c. The reason the overpayment occurred.
- d. The plan of action for recoupment.
- e. The employee's options for reimbursement of the overpayment.
- f. The RSD's overpayment dispute process.
- g. The employee's deadline to notify the RSD of the repayment option chosen.
- h. Notice that an employee who fails to respond by the deadline date shall forfeit the option to choose a repayment plan.

The following repayment options are available to active employees:

- a. Direct deposit reversal.
- b. One-time deduction from a subsequent paycheck.
- c. Payment plan (not to exceed 12 months).
- d. Personal payment from the employee (e.g., check or money order). This option requires approval from the Louisiana Office of State Uniform Payroll (OSUP).

An employee who has been overpaid and is separating from the RSD shall have the overpayment deducted from the final paycheck. If the final paycheck is insufficient to cover the full amount of the overpayment, the RSD shall follow the procedures outlined in the *Recoupment from Separated Employees* section of this policy.

Neither a recoupment of a one-time payment nor recurring payments can

reduce the gross hourly wage of the employee's biweekly pay to less than the federal minimum wage without the employee's written approval.

2. Recoupment from Employees Transferring to Another State Agency

When an employee has been overpaid but transfers to another state agency before the recoupment process is completed, the RSD shall notify the other agency of the outstanding balance, and the repayment plan initiated by the RSD must be continued.

If a repayment plan was not previously established, the RSD and other agency must work together to determine the best method for recouping the overpayment and for transferring the funds received back to the RSD.

Neither a recoupment of a one-time payment nor recurring payments can reduce the gross hourly wage of the employee's biweekly pay to less than the federal minimum wage without the employee's written approval.

3. Recoupment from Separated Employees

The RSD Human Resources Department shall notify the separated employee, in writing, of the overpayment. The notification shall include:

- a. The pay date(s) the overpayment occurred.
- b. The amount of the overpayment.
- c. The plan of action for recoupment.
- d. A demand for repayment of the overpayment.
- e. The employee's options for reimbursement of the overpayment.

The following repayment options are available to inactive employees:

- a. One-time personal payment from the employee (e.g., check or money order); or
- b. Payment plan (not to exceed 12 months).

If the RSD is unable to recover the overpayment after making contact with the separated employee, the RSD Human Resources Department shall refer the matter to the Louisiana Attorney General's Office.

4. Collection and Reporting of Accounts Receivable

Receipt of salary overpayments in the form of a personal check or money order shall be delivered from the RSD Human Resources Department to the Division of Appropriation Control within 24 hours of receipt. The Division of Appropriation Control shall maintain a record of all monies recouped and shall report unpaid balances quarterly to the Office of Statewide Reporting and Accounting.

5. Dispute Process

If an employee does not agree with the RSD's claim of overpayment, the employee must submit a written request within thirty (30) days of notification of overpayment by the Human Resources Department for review to the RSD Human Resources Director explaining why the claim is inaccurate or an error.

The RSD Human Resources Director or his/her designee shall analyze the overpayment in detail to ensure the accuracy of the claim. The results of the analysis shall be reviewed with the employee, either in person or by telephone. In addition, a written response shall be provided to the employee to confirm the final disposition and provide what action, if any, shall be taken to settle the claim.

6. Exceptions

Exceptions to this policy may be made upon approval of the Louisiana Office of State Uniform Payroll.

References: La. Rev. Stat. Ann. §§17:81, 17:1990, 42:460

Recognizing the fact that some employees will be required to travel as a condition of fulfilling job responsibilities, the Recovery School District of Louisiana (RSD) shall reimburse employees for expenses incurred while on official RSD business. All employees shall be required to adhere to the travel provisions outlined in this policy. The RSD Superintendent shall reserve the right to limit the number of out-of-state trips to be made by individual employees.

All employees who use their private vehicles for official RSD business shall be required to carry liability insurance in an amount equal to or greater than the amount required under Louisiana law in order to be eligible for reimbursement. In no case shall an employee be allowed mileage or transportation reimbursement when the employee has been gratuitously transported by another person.

Any person who submits a travel reimbursement claim who willfully makes and subscribes to any claim which he/she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels or advises the preparation or presentation of a claim which is fraudulent or is false as to any material matter shall be guilty of official misconduct. Whoever shall receive an allowance or reimbursement by means of a false claim shall be subject to severe disciplinary provisions of state law.

Official Domicile/Residence

Every state officer, employee, and/or authorized person, except those on temporary assignment, shall be assigned an official domicile. Section 1502a., Louisiana Travel Regulations states that, "Except where fixed by law, *official domicile* of an officer or employee assigned to an office shall be, at a minimum, the city limits in which the office is located. The department head or his/her designee should determine the extent of any surrounding area to be included, such as parish or region. The official domicile of an authorized person shall be the city in which the person resides, except when the department head has designated another location (such as the person's workplace)."

An employee who must travel within his/her domicile in the course of performing his/her duties shall be reimbursed for mileage only.

When a traveler signs the *Travel Expense Account Form* attesting to the accuracy of the contents, it is important that all state and RSD regulations governing travel be closely adhered to.

General Travel Guidelines

- a. Contract airfares (in-state and out-of-state) shall be booked only through the contracted travel agency. The Office of State Travel must approve any deviation from this agency in writing. A Corporate Travel card must be used to purchase tickets from the contracted travel agency.
- b. If an outside source offers to reimburse an employee for his/her travel expenses to a conference, training, committee, etc., the employee shall be responsible for the initial expense.
- c. Additional Out-of-State Travel Procedures that must be adhered to:
 - Must be conducted in accordance with state travel regulations issued by the Division of Administration and as published in the *Louisiana Register*.
 - Must be requested and approved on the form entitled *Louisiana Department of Education Request for Official Travel*.
 - Requests must be accompanied with an itinerary of the conference or meeting to be attended.

References: La. Rev. Stat. Ann. §§17:81, 17:1990, 32:861, 32:862, 32:863, 32:863.1, 32:900, 39:231
Department of Education Fiscal Policies, FP 1.1

The Recovery School District of Louisiana (RSD) may grant leaves of absence to employees upon application for leave, subject to such rules and regulations that may be established for the various types of leave.

All leaves granted shall be conducted in accordance with state law and pertinent regulations. Any employee on leave who does not comply fully with the reasons stated in his/her application for taking leave and administrative regulations of said leave may be subject to disciplinary action.

If an employee is absent from duty under circumstances in which he/she is not entitled to any kind of leave, such employee shall be considered to be in violation of RSD policies, is not entitled to be paid for the days of unauthorized absence and non-performance of duties, and may be subject to disciplinary action.

LEAVE RECORDS

The RSD requires documentary evidence certifying all authorized leaves of absence. Accordingly, the RSD shall use the standard *Application for Leave* form as the official record of employee leave absences.

Employees must complete and sign the *Application for Leave* form when making a request for any type of leave, and it must be approved and signed by the employee's supervisor or other designated authority. All leave is subject to administrative approval. Should higher administrative approval be deemed necessary, the RSD Superintendent or designee shall notify all subordinate employees accordingly, and initial/sign and date the form below or next to the supervisor's signature.

The *Application for Leave* form shall be used for the posting of leave taken on a payroll period basis and must correspond with the employee's time and attendance records. The form must be attached to the time and attendance records as supporting documentation.

ATTENDANCE TYPES

When employees are in attendance performing job duties away from the regular work site, the following attendance types may be used to document this attendance:

Conference/Convention – when an employee is attending a conference or convention as a part of the employee's job requirement.

Training – when an employee is participating in mandatory in-service or training, work seminars/sessions, meetings, etc., on or off the work site.

Interview – time may be granted to an employee when interviewing for another state job.

Drug Testing – time may be granted to an employee who is required to take a drug test as a result of reasonable suspicion, on-the-job injury, etc.

Prior approval must be obtained from the RSD Superintendent or designee.

Documentation may be required to support any attendance request, at the discretion of the supervisor. In addition, all attendance may be subject to administrative approval.

ABUSE OF LEAVE

Leave is a benefit of employment with the RSD. Employees who abuse leave and/or fail to secure proper approval are subject to being placed on leave without pay and/or disciplinary action.

An employee may have their salary docked for tardiness if such tardiness has caused loss of time from official duties. In cases when deduction of pay may be made, the amount of pay deducted shall be based on the employee's daily rate of pay proportional to the period of tardiness.

DOCUMENTATION OF ABSENCES

Each supervisor may apply any record-keeping method that fits his or her needs. Supervisors should be aware that no action will be taken under this policy unless sufficient documentation is maintained and sufficient notification is provided to employee regarding absences and tardies.

APPROVAL OF LEAVE AFTER THE FACT

Approval of leave, after the fact, to cover an unscheduled absence shall not prevent the absence from being considered unscheduled. Disciplinary action may be taken with certain applicable employees when he/she has more than six (6) unscheduled absences during any consecutive twenty-six (26) week period.

DISCIPLINARY ACTION

Use of this policy does not prohibit the RSD from taking other appropriate action for unauthorized or excessive absences or for failure or refusal to follow other requirements related to leave.

EXCEPTIONS

The RSD Superintendent may grant exceptions to the normal provisions of this policy for rational business reasons.

References: La. Rev. Stat. Ann. §§17:81, 17:442, 17:443, 17:444, 17:1171, 17:1186, 17:1201, 17:1202, 17:1203, 17:1208, 17:1208.1, 17:1210, 17:1211, 17:1215, 17:1990
Department of Education Employee Policies, EP-4.2, EP-8.3

SCHOOL BASED EMPLOYEES

The Recovery School District of Louisiana (RSD) shall grant all RSD school based employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness, medical consultation, or other emergencies without loss of pay.

Sick leave, when not used, shall be allowed to accumulate to the credit of the employee without limitation. However, upon initial employment, a certificated employee employed by the RSD 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 eligible employee shall be based on the employee beginning work at the beginning of the school year. In the case of an employee beginning work after the beginning of the school year, the employee shall have the number of sick leave days prorated, so that for an employee beginning work in the second month of the school year, only nine days of sick leave shall be granted. The number of sick leave days 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 RSD Superintendent and/or his/her designee shall be responsible for developing and maintaining pertinent regulations and procedures governing sick leave.

RSD CENTRAL OFFICE PERSONNEL AND OTHER EMPLOYEES

For eligible full-time and part-time RSD central office employees, and any other employees not considered to be *school based*, sick leave shall be earned for each hour of regular duty, or in accordance with the following schedule, including time the employee is on paid leave or observing a paid holiday:

0 – 3 years service	3.688 hours per pay period
3 – 5 years service	4.608 hours per pay period
5 – 10 years service	5.536 hours per pay period
10 – 15 years service	6.456 hours per pay period
15 or more years service	7.384 hours per pay period

CERTIFICATION OF ABSENCE

Any 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 days because of illness, the RSD reserves the right to require verification of illness. Should a pattern of behavior so warrant, upon the request of the RSD Superintendent or his/her designee, the employee shall be required, at the expense of the RSD, to provide a certificate from a physician specified by the RSD, in order to verify the existence of a medical disability.

Excuses for any 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.

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 obligations, and is not entitled to be paid for the days of unauthorized absence and non-performance of duties.

Notification of Absence

An employee, upon ascertaining that he or she will be absent from his/her duties, shall notify, his or her principal or immediate supervisor in time for a substitute to be employed. Except in extreme emergencies, the word "time" is interpreted to mean at least one (1) hour before the appointed working hour. Failure to do so may result in the absence being declared unauthorized and a denial of use of sick/emergency leave.

SICK LEAVE FOR EMERGENCIES

Emergency for sick leave purposes shall be defined as a sudden or unexpected occurrence or combination of occurrences demanding prompt action on the part of the employee requesting leave, which, if said person fails to act promptly is likely to cause significant harm, detriment or injury to said person or to a member of his or her immediate family. This definition precludes absence in any case for which the need for action can be foreseen and planned for, or in which action can be taken by some other person, or in which the claimed emergency is not truly substantial.

SICK LEAVE FOR ASSAULT OR BATTERY

Any certificated employee of the RSD who is injured and disabled while acting in his/her official capacity as a result of an assault or battery by any student or person shall receive sick leave without reduction in pay, and without reduction in accrued sick leave days while disabled as a result of such assault and battery. 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 *school based certificated employee* who is injured or disabled while acting in his/her official capacity as a result of physical contact with a student while providing physical assistance to a student to prevent danger or risk of injury to the student, shall receive sick leave for a period of up to one (1) calendar year without reduction in pay and without reduction in accrued sick leave days while injured or disabled as a result of rendering such assistance. Any *school based non-certificated employee* injured or disabled in a similar

manner shall receive up to ninety (90) days of such sick leave. The employee shall be required to present a certificate from a physician certifying such injury or disability. The RSD may extend the period of sick leave beyond the allowable period at its discretion.

If the RSD questions the validity or accuracy of the physician's certification submitted by a *school based certificated employee*, the RSD may require the *certificated employee* to be examined by a licensed physician selected by the RSD. Any further review of medical certification shall proceed in the same manner as requests for extended sick leave, which is outlined in policy *D-3b, Extended Sick Leave*. The RSD shall pay all costs of any examinations and tests determined to be necessary.

SICK LEAVE/WORKERS' COMPENSATION

Central office employees who become injured or disabled while acting in their official capacity shall be required to use sick leave if available and/or compensatory leave, annual leave, or leave without pay. When an employee is on paid leave, the worker's compensation indemnity checks received by the Human Resources Department shall be endorsed by the employee for re-crediting of leave used while absent. When the leave balances are exhausted, the employee shall be placed on leave without pay and shall receive only the indemnity check.

Should any *school based certificated employee* become injured or disabled while acting in his/her official capacity, other than by assault, the certificated employee shall be entitled to appropriate worker's compensation benefits and/or sick leave benefits, at the certificated employee'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 certificated employee shall be required to present a certificate from a physician certifying such injury or incapacitation.

Should any *school based non-certificated employee* become injured or disabled while acting in his/her official capacity, the employee shall be entitled to appropriate workers' compensation benefits and sick leave benefits simultaneously. The employee shall continue to receive workers' compensation benefits while they are eligible should the employee's sick leave benefits run out.

VESTING OF SICK LEAVE

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

PAYMENT UPON RETIREMENT OR DEATH

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

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

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

See Also: D-3, Employee Leaves and Absences
D-3b, Extended Sick Leave
D-5a, Workers' Compensation

References: La. Rev. Stat. Ann. §§17:81, 17:425, 17:425.1, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1, 17:1990

The Recovery School District of Louisiana (RSD) shall permit any school based employee to take up to ninety (90) days of extended sick leave in each six-year period of employment which may be used for personal illness or illness of an immediate family member at any time the employee has **no** remaining regular sick leave balance at the time the extended sick leave is set to begin. The initial six-year period of employment shall begin on August 29, 2005 for all *certificated school based employees* employed as of that date, on August 15, 2008 for *non-certificated school based employees* employed as of that date, or on the effective date of employment for those employees employed after the dates above.

Immediate family member means a spouse, parent, or child of the employee. *Parent* means the biological parent or an individual who stood in loco parentis to the certificated employee. *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 certificated employee 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.

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

Interruptions of service between periods of employment with a public school employer shall not be included in any calculation of a six-year period, such that any employment with any public school employer, regardless of when it occurs, shall be included in any determination of the balance of days of extended sick leave available to the employee. Any employee on extended sick leave shall be paid **sixty-five percent (65%)** of the salary paid the employee at the time the extended sick leave begins.

Gainful Employment Permitted

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

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

Any violation of the provisions regarding gainful employment may require the employee to

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

Application Process

On every occasion when an employee uses extended sick leave, a statement from a licensed physician certifying that the leave is medically necessary for the employee or that the immediate family member's illness is serious and requires the presence of the employee shall be presented prior to extended sick leave being taken, whenever possible.

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

- 1) If the RSD, upon review of the application, questions the validity or accuracy of the certification, the RSD may require the *employee*, or the immediate family member, as a condition for continued extended sick leave, to be examined by a licensed physician selected by the RSD. In such case the RSD shall pay all costs of the examination and any tests determined to be necessary. If the physician selected by the RSD finds medical necessity, the leave shall be granted
- 2) If the RSD selected physician disagrees with the original medical certification from the physician selected by the employee, then the RSD may require the employee, or immediate family member, as a condition for continued 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 RSD. All costs of an examination and any required tests by a third doctor shall be paid by the RSD. 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 extended sick leave shall be submitted to the RSD in the form of a **sworn statement**. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.

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

See Also: D-3, Employee Leaves and Absences
D-3a, Sick Leave

References: La. Rev. Stat. Ann. §§14:125, 17:1200, 17:1202, 17:1205, 17:1206.2

The Recovery School District of Louisiana (RSD) declares that crisis or long-term illness of any employee shall be treated as any other illness. If established by the RSD, full-time employees may be eligible for additional sick leave days through the RSD Crisis Leave Bank. The intent of the Crisis Leave Bank is to provide leave to an eligible employee who has experienced a catastrophic illness, injury, or other emergency, to himself/herself or an eligible family member who has insufficient paid leave to cover the event.

DEFINITIONS

Eligible Employee: A full-time employee of the RSD who is eligible to earn annual leave.

Eligible Family Member:

1. An individual living in the same household who is related to the employee by kinship, adoption or marriage, or a foster child so certified by the Louisiana Office of Children's Services; or
2. An individual not living in the same household who is related to the employee by kinship, adoption or marriage, and is totally dependent upon the employee for personal care or services on a continuing basis.

Licensed Medical Service Provider (LMSP): A practitioner, as defined in the Louisiana State Licensing Law (relative to that LMSP's field of service), who is practicing within the scope of his or her license. This shall include licensed Physicians (a doctor of medicine) or MD, Doctor of Osteopathy or DO, or licensed Chiropractors, Counselors, or Therapists, as recognized and licensed by appropriate State boards or authorities.

Catastrophic Injury or Illness: An acute or prolonged illness, usually considered to be life threatening or with the threat of serious residual disability. The contributing condition or combination of conditions must:

- Affect the physical or mental health of the employee or the employee's eligible family member; **and**
- Require(s) the services of a licensed medical service provider for a prolonged period of time; **and**
- Prevent(s) the employee from performing his/her duties for a period of more than ten (10) consecutive days and forces the employee to exhaust all appropriate leave and to lose compensation from the RSD.

Leave Bank Manager: The Human Resources Director or designee.

ELIGIBILITY REQUIREMENTS

An eligible employee may apply to receive crisis leave if the following requirements are met:

- The employee or employee's eligible family member suffers from a catastrophic illness or injury; and
- The employee exhausted all annual, sick, and compensatory leave the employee has accrued; and
- The employee has exhibited regular attendance (with no history of leave abuse) and is not currently absent from work due to disciplinary reasons; and
- The appropriate documentation from an LMSP is provided to the Leave Bank Manager.

An employee shall not be required to contribute to the Crisis Leave Bank to be eligible to receive such leave.

The Leave Bank Manager shall determine the amount of crisis leave granted for each catastrophic illness or injury. The amount of leave granted to an employee will generally reflect the recommendations of the LMSP, subject to the following limits:

- A maximum of 240 hours may be requested by an employee during one calendar year.
- Crisis leave shall not be granted to any individual to extend paid leave status beyond a total time in leave status of twelve (12) weeks.
- The value of the annual leave granted, as crisis leave shall not exceed 75% of the employee's pay received in a regular workweek.

DONATION PROCEDURES

Contributions to the Crisis Leave Bank shall be strictly voluntary; no employee shall be coerced or pressured to donate leave. An employee donating to the bank shall not designate a particular employee to receive donated time. Donations shall be accumulated in the bank and awarded on a first-come, first-served basis to eligible employees. Donations shall be limited to the following terms:

- An employee may donate a minimum of four (4) hours of annual leave (not sick or compensatory leave) at any given time; these donations shall be made in whole hour increments.
- The donor shall have a balance of at least 120 hours of annual leave remaining after the contribution.

- Donations shall be limited to 240 hours of annual leave per employee per calendar year.
- Donations shall be deducted from the donor's leave balance and credited to the Crisis Leave Bank the first pay period following receipt of the approved leave slip.
- Unused crisis leave shall be rolled forward to the next year.
- Donations shall not be automatic. If an employee chooses to make a donation in consecutive years, a donation leave slip shall be resubmitted.

The employee shall complete a leave form and designate the leave as a *Donation to the Crisis Leave Bank*. This form should be turned in to the immediate supervisor for approval, who shall then forward the slip to the Leave Bank Manager.

REQUEST PROCEDURES

An employee may request leave from the Crisis Leave Bank by the submission of a letter and must be accompanied by the employee's LMSP statement. The documentation must include:

- The beginning date of the illness or injury, **and**
- A detailed description of the illness or injury, including any requested information useful in making a final determination of eligibility, **and**
- A prognosis for recovery, if the request is for an employee, **and**
- An anticipated return to work date, and
- Documentation as requested by the Leave Bank Manager to establish eligibility of a family member.

The request and accompanying documentation shall be submitted to the Leave Bank Manager. The Leave Bank Manager shall review the request to make sure that the employee is eligible to receive such leave. The employee requesting crisis leave shall provide all requested information necessary to make a final determination of eligibility.

All requests for crisis leave shall be treated as **confidential**. All requests and documentation for such leave should be submitted in envelopes marked "confidential." Requests shall proceed directly to the Leave Bank Manager for approval or disapproval.

Each request shall be stamped with the time and day upon receipt by the Leave Bank Manager, and handled on a first-come, first-served basis. The request shall be submitted at least ten (10) days before the crisis leave is needed. This is necessary to allow the Leave Bank Manager ample time to receive/approve all or part of the request, or deny the request, and communicate such approval or denial to the employee, the employee's immediate supervisor, and the primary timekeeper.

If the request is approved, the Leave Bank Manager shall credit the approved time to the employee's leave record as used, up to the allowable limit.

Any approved crisis leave shall be used and documented in accordance with the same procedures as regular paid leave taken by the employee.

CHANGES IN STATUS AFFECTING CRISIS LEAVE

The granting of crisis leave is meant to cover only the circumstances for which it was requested. If any change occurs in the nature or severity of an illness or injury, or of any other factor on which the approval was based, the employee shall immediately provide documentation describing the change to the Leave Bank Manager. The employee can request more crisis leave subject to the limits outlined above; however, extensions of crisis leave shall not be automatic. Each extension shall be considered for approval on a first-come, first-served basis. The employee, immediate supervisor, and the primary timekeeper shall be notified accordingly.

Any hours granted from the Crisis Leave Bank shall be used **only** for reasons stipulated in the approved request. The use of the Crisis Leave Bank that is not in accordance with procedures and requirements outlined in this policy may constitute payroll fraud and shall be dealt with accordingly.

Employees who are able to return to work before using all of their granted crisis leave must return the unused leave to the Crisis Leave Bank.

COMPENSATION AND BENEFITS

Crisis leave shall be awarded hour-for-hour, regardless of the giving or receiving employee's rate of pay.

An employee in crisis leave status shall be considered in partial paid leave status and shall continue to receive benefits as appropriate.

Employees on crisis leave shall not accrue leave on donated leave.

APPEALS

The decision to approve or deny crisis leave by the Leave Bank Manager shall be final and not subject to appeal.

See Also: D-3a, Sick Leave

References: La. Rev. Stat. Ann. §§17:81, 17:1990, 42:441, 42:442, 42:443, 42:444, 42:445, 42:446, 42:447

It is the policy of the Recovery School District of Louisiana (RSD) to provide benefits required under the *Family and Medical Leave Act of 1993* (FMLA) to all eligible employees. Eligible employees may receive up to twelve (12) weeks of leave for certain family and medical reasons. Leave taken for an FMLA qualifying reason shall run concurrent with an employee's paid leave as approved by the RSD. Leave shall be unpaid after appropriate and available paid leave is exhausted.

Due to the sensitive and personal nature of FMLA requests, the request and all related information shall only be shared with those employees who have a business need to know and shall be kept confidential at all levels.

ELIGIBILITY

To be eligible for FMLA leave, the employee must have:

1. Worked for the State of Louisiana or the RSD for a minimum of twelve (12) months, which need not be continuous or served immediately prior to taking the leave, and
2. Worked for the State of Louisiana or the RSD at least 1250 hours during the twelve (12) month period immediately preceding the leave.

The "FMLA year" begins on the date an employee first takes FMLA leave. The next twelve (12) month period begins the first time FMLA leave is taken after completion of any previous twelve (12) month FMLA entitlement.

Example: If the employee begins FMLA leave effective October 1, the twelve (12) month period ends on September 30. After the year ends (September 30), the employee's next entitlement begins on the date the next FMLA request is approved.

PURPOSE OF LEAVE

An eligible employee may be granted up to a total of twelve (12) weeks FMLA leave in a twelve (12) month period if the procedures of this policy are followed and if leave is for any one or more of the following reasons:

1. The birth of a child and to care for the newborn child.
2. The placement of a child with the employee for adoption or foster care.
3. To care for a spouse, child or parent with a serious health condition.

4. A serious health condition that makes the employee unable to perform the essential functions of his/her job.

Spouses employed by the State of Louisiana or the RSD may be eligible for a **combined** total of twelve (12) work weeks of family leave for the birth and care of a newborn child, or for the placement of a child for adoption or foster care.

SERIOUS HEALTH CONDITION

A *serious health condition* is an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Hospital Care: Inpatient care (that is, an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to a serious health condition, treatment thereof, or recovery therefrom), or any subsequent treatment in connection with such inpatient care.
2. Absence plus treatment: Continuing treatment by a health care provider which includes a period of incapacity of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - a. Treatment two (2) or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 - b. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
3. Pregnancy: Any period of incapacity due to pregnancy, or for prenatal care.
4. Chronic conditions requiring treatments: A *chronic serious health condition* is one which:
 - a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy).

5. Permanent/long-term conditions requiring supervision of a health care provider: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
6. Multiple treatments (non-chronic conditions): Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation treatments, etc), severe arthritis (physical therapy), or kidney disease (dialysis).

The following are **not usually** considered to be *serious health conditions* (unless the condition/treatment develops into one of six (6) conditions that define a *serious health condition* as noted above:

1. Treatment that includes the taking of over-the-counter medication, such as aspirin, antihistamines, or salve; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.
2. Cosmetic treatments (such as most treatments for acne or plastic surgery).
3. The common cold, the flu, ear aches, nausea, minor upset stomach, ulcers, headaches (other than migraine), routine dental or orthodontia problems, periodontal disease, etc.
4. Mental illness from stress or allergies, or substance abuse (except when all the conditions of this section are met).

NOTICE AND CERTIFICATION

Employees seeking to use FMLA leave are required to provide their supervisor and the RSD Human Resources Department with thirty (30) days advance notice when the need is foreseeable and notice is practicable.

When the employee cannot provide thirty (30) days advance notice (e.g., severe automobile accident) the employee must give notice as soon as practicable. If the employee cannot give notice himself/herself, the spouse or other family member must give notice as soon as practicable.

Medical certification supporting the need for leave due to a *serious health condition* affecting the employee or an immediate family member may be required. Second or third opinions (at the RSD's expense), and periodic recertification may also be required. The certification form should be returned to the RSD Human Resources Department within

fifteen (15) days or as soon as practicable; however, if the form is not returned, it shall **not** prohibit placement of the employee on FMLA if the notification and reason are applicable. Failure to provide the completed form may result in unauthorized leave and/or disciplinary action against the employee.

Periodic reports during FMLA leave regarding the employee's status and intent to return to work may be required by the employee's supervisor and/or RSD Human Resources Department.

LEAVE

The RSD requires the employee to use the appropriate accrued paid leave (e.g., sick, annual, straight-time compensatory leave) for FMLA purposes before leave without pay shall be approved.

Note: Sick leave may only be used for the **employee's** personal illness or treatment.

Leave may be taken intermittently or on a schedule that reduces the usual number of hours per workday or workweek when medically necessary. Employees needing intermittent leave or a reduced work schedule for foreseeable medical treatment shall work with their supervisor to schedule the leave so as not to unduly disrupt department operations.

Employees requesting intermittent leave or a reduced work schedule may be temporarily transferred to an alternative equivalent position if it better accommodates recurring periods of leave.

GROUP INSURANCE

For the duration of *Family and Medical Leave*, the employee's health and life coverage (excluding optional life) provided under the State's group plan shall be maintained at the same level and under the same conditions as was provided prior to commencement of leave.

When on FMLA leave without pay, the employee's share of the premium shall be paid by the RSD. The RSD shall pursue repayment of the premiums upon the employee's return to work as allowed by FMLA. The RSD shall pursue repayment of the employer's portion of the premiums if the employee chooses not to return to work.

RETURN TO WORK

Employees who are granted FMLA for their own serious health condition may be required to provide fitness-for-duty certification prior to or immediately upon return to work. An employee who fails to provide a required fitness-for-duty certification shall not be allowed to return to work until certification is provided.

An employee taking leave under this policy shall be returned to the employee's same position or to an equivalent position, at the RSD's discretion, unless the employee would have been terminated in the absence of any leave.

If an employee has exhausted all FMLA leave and is unable to return to work, the RSD policies governing leave usage shall apply.

TRANSFERS

If an employee transfers between state agencies, the record of any FMLA leave taken shall transfer with the employee. The employee is only entitled to a total of twelve (12) weeks of leave during any FMLA year.

FMLA FOR MILITARY PERSONNEL

Family and Medical Leave Act of 1993 (FMLA) also permits a spouse, son, daughter, parent, or next of kin to take up to 26 workweeks of leave in a single 12-month period to care for a member of the 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 disability retired list, for a serious injury or illness.

The RSD may require an employee to provide medical certification to support the request for family and medical leave. Such certification shall be provided in a timely manner. Certification shall be sufficient if it states:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
4.
 - a. For purposes of leave to care for immediate family member a statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent; and
 - b. For purposes of leave for self, a statement that the employee is unable to perform the functions of the position of the employee;
5. In the case of certification for intermittent leave, or leave on a reduced leave schedule, for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment.

This policy will also permit an employee to take FMLA leave for any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a 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 Armed Forces in support of a contingency operation.

References: Department of Education Employee Policies, EP-4.4

School based employees of the Recovery School District of Louisiana (RSD), except 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 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.

See Also: D-3, Employee Leaves and Absences

References: La. Rev. Stat. Ann. §§ 17:81, 17:1208, 17:1208.1, 17:1990

The Recovery School District of Louisiana (RSD) 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 RSD Superintendent or his/her designee in writing (by completing the *Request for Maternity Leave* form) at least thirty (30) 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.

References: La. Rev. Stat. Ann. ' ' 17:1171, 17:1211, 17:1990, 23:1007

All twelve-month full-time employees of the Recovery School District of Louisiana (RSD) shall earn annual leave with pay as follows:

0 – 3 years service	3.688 hours per pay period
3 – 5 years service	4.608 hours per pay period
5 – 10 years service	5.536 hours per pay period
10 – 15 years service	6.456 hours per pay period
15 or more years service	7.384 hours per pay period

Annual leave may be accumulated by the employee during his/her employment without limit and may be carried forward from year to year.

Annual leave shall be used for vacation time, personal business, and emergency situations, which includes leave taken for care of a sick child or family member. All annual leave shall be applied for and approved in advance by the immediate supervisor. Annual leave requests in excess of eighty (80) hours for any one continuous period of time shall be subject to administrative approval of the RSD Superintendent and/or his/her designee prior to the beginning date of the annual leave period.

Annual leave shall be charged in increments of one-half hour. An absence of 16-30 minutes shall be recorded as one-half hour.

Approved annual leave shall first reduce an employee's K-time (1.5 rate) quota, the K-Time (straight-time rate) quota, and finally, annual leave.

Upon termination, resignation, or retirement, any unused annual leave shall be paid at the employee's 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 RSD 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.

References: La. Rev. Stat. Ann. ' ' 11:754, 17:81, 17:425.1, 17:1990, 23:631

The Recovery School District of Louisiana (RSD) 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 RSD. The RSD may pay all or any part of travel expenses incurred, provided prior approval for said expenses must be given by the RSD Superintendent or his/her designee.

Application for professional leave shall be made in writing and approved as far in advance of the conference or meeting as possible, but generally at least ten (10) working days prior to the conference or meeting. The written request shall include dates, subjects to be covered, and sponsoring agency.

Employees granted professional leave shall be expected to fully participate in the conference or educational meetings for which leave is granted. The employee may also be required to submit proper documentation that the leave granted was used for the purposes for which requested. Any instances of non-attendance shall be reported to the employee's supervisor. Such non-attendance may result in reimbursement to the RSD of any compensation paid the employee for the leave days taken, and may lead to discipline of the employee up to and including termination.

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

ACTIVE DUTY

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

In times of a declaration of war, congressional authorization, Presidential proclamation, or national emergency, the RSD may pay to employees who have been called up and deployed to active military duty the difference in the employee's regular salary and the military pay received during active duty only. It is the responsibility of the employee's to provide the RSD with proper documentation attesting to military orders and the military pay to be received.

RESERVE, NATIONAL GUARD, OR SIMILAR DUTY

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

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

References: La. Rev. Stat. Ann §§17:1215, 29:401, 29:402, 29:403, 29:404, 29:405, 29:406, 29:407, 29:410, 42:394, 42:401, 42:402, 42:403

The Recovery School District of Louisiana (RSD) shall grant all employees time off without loss of pay, annual leave, or sick leave in the event of death of an immediate family member. Bereavement leave may be allowed for a period of two (2) working days on any one occasion, and in extenuating circumstances, such that would require travel or additional time, one (1) additional day can be granted to employees at the discretion of a department head.

Immediate family member shall be defined as spouse and children, mother and father or the spouse's mother and father, brother and sister, the employee's grandparents or grandchildren, and the employee's stepmother and stepfather, stepchildren, or stepbrother and stepsister.

The employee may be required to verify bereavement leave requested in the form of a copy of the obituary or other documentation requested by the employee's principal, immediate supervisor, or department head.

References: La. Rev. Stat. Ann. §§17:81, 17:1990

JURY DUTY OR SUBPOENAS

D-3k

The Recovery School District of Louisiana (RSD) shall grant a leave of absence to any employee of the RSD who has been called to serve jury duty, or subpoenaed to serve as a witness in a court proceeding, including depositions, on RSD 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. 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 prior to the end of the employee's work schedule.

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

Anyone serving on jury duty shall receive his/her regular salary while he/she serves as a juror. An employee shall submit a jury duty attendance slip to his/her school timekeeper immediately upon returning from jury duty. Any employee abusing said leave shall be subject to disciplinary action.

References: La. Rev. Stat. Ann. ' ' 17:81, 17:1210, 17:1990

An employee of the Recovery School District of Louisiana (RSD) may be placed on leave without pay for any unapproved absence from duty during the employee's assigned work schedule by the RSD. This is not a disciplinary action. Such leave may be given/used for, but is not limited to:

- a. tardiness;
- b. failure to report for duty or secure advance approved leave for absence from duty;
- c. when an employee calls in to say that he/she cannot come to work and the supervisor does not approve annual or compensatory leave;
- d. when an employee calls in sick and the supervisor advises him/her to bring in a doctor's certificate upon return to duty - and he/she does not.

Disciplinary action may also be considered for such absences.

When an employee exhibits a pattern of tardiness, minutes shall be accumulated and deducted as leave without pay. In addition, the employee may be disciplined accordingly.

See Also: C-10, Discipline/Corrective Action
D-3, Leaves and Absences

References: La. Rev. Stat. Ann. ' ' 17:81, 17:1186, 17:1990

The Recovery School District Superintendent or his/her designee shall, at his/her discretion, place an employee on exigent leave, when such leave is in the best interest of the RSD. Exigent leave shall be with pay and benefits and the duration of leave shall be as the RSD Superintendent determines, with the understanding that the amount of leave shall only be that period of time necessary to conduct, determine, or otherwise decide if further personnel action is warranted.

Exigent leave not only includes temporarily releasing the employee from his/her duties, but it may also include temporary reassignment to a vacancy or another position. Alternatively, an employee's duties may be modified to limit the conditions and circumstances which create the need for such leave.

See Also: D-3, Leaves and Absences

References: La. Rev. Stat. Ann. §§17:81, 17:1990

The Recovery School District of Louisiana (RSD) 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 RSD may declare that the holiday be observed on the preceding Friday or following Monday, respectively.

The RSD has established the following holiday schedule for all personnel employed on a twelve (12) month basis:

July 4th
Labor Day
Thanksgiving Day and Wednesday preceding and Friday following
Christmas, New Year's Day and additional days to be determined
Martin Luther King Day
Mardi Gras Day and Monday preceding
Easter and Thursday and Friday preceding, and Monday following
Memorial Day
Veterans Day

Additional special office closures during holiday periods for school-based or central office employees shall be at the discretion of the RSD Superintendent. General election day shall be designated by each school system as a holiday every four (4) years for the presidential election.

EMERGENCY OFFICE CLOSURE:

- If, during an office closure due to a determination that local conditions make it impossible for employees to work, and, certain employees are directed to report to work at a “closed” location, those employees will be additionally compensated at the following rate:
 - Non-exempt employees – comp time at hour for hour rate
 - Exempt employees – comp time at hour for hour rate

References: La. Rev. Stat. Ann. ' 1:55

The Recovery School District of Louisiana (RSD) shall utilize the programs offered by the Louisiana Office of State Employee Benefits as its health care provider for health, hospitalization, and life insurance benefits for its eligible employees, retirees, and/or their spouses and children. The RSD may pay any portion of an employee's premium it so designates. Employees and retirees shall be responsible for any portion of the employee's health care premium not paid by the RSD.

Any employee or retiree, together with dependents, is eligible to participate in the hospitalization and health care coverage. Any employee who terminates his/her employment with the RSD shall not be covered by the RSD's health care plan as of the date of termination. However, any employee who terminates employment with the RSD may apply for continued health care coverage in accordance with regulations of the *Consolidated Omnibus Budget Reconciliation Act (COBRA)*.

See Also: D-3a, Sick Leave

References: La. Rev. Stat. Ann. §§17:81, 17:1990, 42:851

The Recovery School District of Louisiana (RSD), through the *Louisiana Worker's Compensation Insurance Program* covers all employees of the RSD while performing their job responsibilities. Employees who are injured while in the course of his/her official responsibilities may be eligible for compensation and reimbursement of medical bills related to the injury.

NOTIFICATION OF INJURY

Employee's Responsibility

Employees shall be required to immediately report all injuries or accidents sustained while on the job to their supervisor. It is expected that an employee shall report the injury to the supervisor before seeking medical treatment. However, when this is not possible, notice of injury may be given or made by anyone on behalf of the injured employee. If the employee notifies the Human Resources Department of the injury, the employee must also notify the supervisor.

Supervisor's Responsibility

The employee's immediate supervisor must notify the Human Resources Department immediately when an employee is injured. This notification must include information as to whether the employee requires medical attention and if it is anticipated the employee will not be able to report to work.

It is the responsibility of the immediate supervisor to complete the *Employer's Report of Occupational Injury/Illness* form (*LWC-WC-1007 Form-Louisiana Workforce Commission, Worker's Compensation Form 1007*) within three (3) working days and submitted to the Human Resources Department. This form shall be signed and dated by the supervisor. This report shall be retained in the Human Resources Department for one year in the event that medical expenses are incurred.

It is also the responsibility of the immediate supervisor to conduct an accident investigation, complete an *Accident Investigation Form* and submit it to the Human Resources Department within five (5) working days.

Once filed with the Human Resources Department, the *Employer's Report of Occupational Injury/Illness* and the *Accident Investigation Form* shall be sent to the Office of Risk Management as well, if medical expenses are incurred and/or if the employee misses work time in excess of seven (7) calendar days.

BENEFITS

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

- (1) Weekly workers' compensation wage benefits do not begin until an employee has been disabled for more than one week (7 calendar days). If the employee is absent for more than six (6) weeks, he/she is entitled to receive wage benefits for the first week of that disability.
- (2) As a general rule, an employee's weekly wage benefits under workers' compensation can be calculated by dividing his/her annual salary by 52 weeks and multiplying by 66-2/3%, up to the maximum average weekly wage (AWW) calculated by the State each year.

RSD Central Office and Non-Certificated Personnel

RSD Central Office and non-certificated employees who are absent from work due to a job-related injury, including post-injury medical treatment, shall be required to use sick leave if available, and/or compensatory leave, annual leave or leave without pay, if applicable. The immediate supervisor shall notify the Human Resources Department of the type of leave utilized by the employee so that worker's compensation indemnity checks shall be handled appropriately.

When an employee is on paid leave, the workers' compensation indemnity checks received by the Human Resources Department shall be endorsed by the employee for recrediting of leave. When the leave balances are exhausted, the employee shall be placed on leave without pay and begin to receive only the worker's compensation indemnity check.

School Based Certificated Personnel

Should a *school based certificated employee* become injured while performing his/her responsibilities, the certificated employee is entitled to receive, at his/her option, workers' compensation benefits provided under the state workers' compensation laws and/or appropriate sick leave benefits. In no case, however shall the total amount of combined benefits received exceed the total amount of regular salary the certificated employee was receiving at the time of injury.

Sick leave benefits may be used to supplement workers' compensation benefits but only up to 100% of the certificated employee's salary at the time of injury. If a certificated employee chooses to utilize current and accumulated sick leave benefits, his/her balance of current and accumulated sick leave days will be reduced by the corresponding percentage of the certificated employee's salary paid for with sick leave benefits.

If an employee who has chosen to simultaneously receive both workers' compensation wage benefits and current and accumulated sick leave benefits exhausts all sick leave days, he/she will thereafter receive only workers' compensation wage benefits.

PAYMENT OF MEDICAL BILLS

Medical bills incurred for job-related injuries shall be submitted to the Human Resources Department for timely payment. These bills shall be forwarded to the Department of Education Office of Risk Management for payment but shall require review and retention of copies by the Human Resources Department.

ALCOHOL AND DRUG USE

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

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

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

All drug and alcohol testing shall be in accordance with state law and RSD policy (see procedures in policy *E-1b, Alcohol and Drug Testing*.)

LOSS CONTROL

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

CONTINUATION OF LEAVE BENEFITS

An employee who is on leave due to worker's compensation shall continue to earn leave, if applicable. If the employee is on some sort of partial paid leave, leave shall be earned on a prorated basis. While on leave, deductions for benefits shall continue as long as there is enough gross pay to cover the deductions. If gross salary is insufficient to cover the deduction(s), insurance premium payments may need to be remitted by the employee to the Human Resources Department by check or other means in order to maintain coverage. Certain exceptions may apply. It is the employee's responsibility to maintain contact with the Human Resources Department for arrangements regarding benefits payments.

See Also: D-3a, Sick Leave

References: La. Rev. Stat. Ann. §§ 17:81, 17:1990, 17:1201, 23:1034, 23:1081, 23:1121, 23:1124, 23:1201, 23:1202

Department of Education Employee Policies, EP-6.1

It is the Recovery School District of Louisiana's (RSD) duty to supply the highest quality services to the taxpayers of the State of Louisiana at the lowest expense.

In conjunction with the State's Office of Risk Management's (ORM) *Return to Transitional Duty* policy, the RSD wishes to return workers who suffer a job-related injury or illness back to gainful employment as soon as it is medically possible.

PROCEDURES

The following procedures shall be followed to ensure these goals are met:

1. An RSD designee shall, on an as-needed basis, review all workers' compensation claims and determine which claims, if any, may be eligible for transitional return to work.
2. The designee shall review the job duties performed by each employee on lost time due to a workers' compensation injury or illness and determine what, if any, transitional tasks/duties can be performed based on the individual's physical restrictions.
3. If there are no transitional tasks/duties that can be performed under the employee's current job description, the designee shall discuss the possibility of other tasks/duties in the RSD that the employee might be able to perform to transition the employee back to full-time work status.
4. If needed, the designee shall contact the state's ORM and request that ORM and a licensed rehabilitation counselor participate in the evaluation and consideration of transitional job tasks/duties based on an employee's physical limitations.
5. The designee shall document efforts made to identify transitional work tasks and barriers, if any, that may prevent an employee from returning to transitional work.

Should an employee be returned to work in a transitional status and be unable to return to work at full capacity after six (6) months, the designee shall determine what, if any, additional accommodations can be made.

In the event that a decision is made by the RSD and the ORM that the RSD cannot accommodate the employee with a transitional work assignment, the employee shall continue to be eligible for workers' compensation benefits until released by the physician.

In the event an employee refuses an accommodation or temporary position reassignment, which is within the employee's restrictions and ability to perform as certified by the

physician, the RSD is not obligated to provide alternatives, and the employee may be subject to a limitation or termination of any workers' compensation benefits being received.

An employee who is unable to return to transitional duty or full duty, and has exhausted all applicable leave, may be non-disciplinarily removed.

References: Department of Education Employee Policies, EP-6.2

It shall be the policy of the Recovery School District of Louisiana (RSD) to require notice of retirement by all employees who wish to retire at least thirty (30) days prior to the date of anticipated retirement. Such retirement shall become effective at the end of the fiscal year or as may be approved by the RSD.

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

DISABILITY RETIREMENT

An employee who becomes disabled, and who files for disability benefits while in service, and who upon proper medical examination and certification is found to be totally disabled for any cause, shall be entitled to disability benefits under the provisions of state law, provided that the disability was incurred while the member was in active service. Upon the application of an employee or of the RSD, any employee who is eligible to apply for disability retirement may be retired on a disability retirement allowance, provided that the medical board, after a medical examination of the employee, certifies that the member is mentally or physically incapacitated for the further performance of the duties currently being performed, that the incapacity is likely to be total and permanent, and that the employee should be retired.

References: La. Rev. Stat. Ann. §§11:133, 11:203, 11:204, 11:701, 11:778, 11:1147, 17:425, 17:1231

Section E: Working Conditions

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Harassment	E-3
Sexual Harassment	E-3a
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Child Abuse Reporting	E-13
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It shall be the policy of the Recovery School District of Louisiana (RSD) to maintain a drug/alcohol-free workplace and workforce free of substance abuse. Employees are prohibited from reporting for work or performing work for the RSD, with the presence in their bodies of alcohol above the prohibited alcohol concentration level, illegal drugs, or designer (synthetic) drugs. Employees are further prohibited from the illegal use, possession, dispensation, distribution, manufacture, or sale of controlled substances, designer (synthetic) drugs, and illegal drugs or alcohol at the work site, while on official RSD business or on call for duty.

To assure maintenance of a drug/alcohol-free workforce, the RSD shall implement a program of drug/alcohol testing, in accordance with state law, and all other applicable federal and/or state laws.

CONDITIONS REQUIRING DRUG/ALCOHOL TESTS

The RSD Superintendent or his/her designee shall require testing upon notification of any of the following conditions:

- Reasonable Suspicion: An employee shall be required to submit to a drug or alcohol test if there is reasonable suspicion that the employee is using drugs or alcohol.
- Post-Accident: Each employee involved in an accident that occurs during the course and scope of employment shall be required to submit to a drug and/or alcohol test if the accident
 - a. involves circumstances leading to a reasonable suspicion that drugs or alcohol may have contributed to the accident,
 - b. results in a fatality, or
 - c. results in or causes the release of hazardous waste as defined in La. Rev. Stat. Ann. §30:2173 or hazardous materials defined in La. Rev. Stat. Ann. §32:1502.
- Rehabilitation Monitoring: Any employee who is participating in an alcohol/substance abuse after-treatment program or who has a rehabilitation agreement with the agency following an incident involving alcohol/substance abuse shall be required to submit to random testing.
- Pre-Employment: Each prospective employee shall be required to submit to pre-employment drug testing at the time and place designated by the person administering the program, following a job offer contingent upon satisfactory drug test results. A prospective employee who tests positive for the presence of drugs in the initial screening shall be eliminated from consideration for employment.

- Safety-sensitive and security-sensitive positions – Appointments and Promotions: Each employee who is offered a safety-sensitive or security-sensitive position shall be required to pass a drug test before being placed in such position, whether through appointment or promotion, and/or subject to regular random drug testing. The RSD shall identify those positions classified as safety-sensitive or security-sensitive.

PRESCRIPTION DRUGS

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

UNAUTHORIZED POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES

Unauthorized possession or consumption of alcoholic beverages by persons on or in any RSD property is prohibited.

DEFINITIONS

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

Conviction is a finding of guilt (including a plea of *nolo contendere* as defined in policy C-4, *Employment*, 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 RSD property or other site where work is performed by employees of the RSD, whether owned, leased, or used by the RSD, at any school-sponsored or supervised activity, in any RSD owned, leased, vehicle, machinery or equipment used in the course of RSD 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.

CONFIDENTIALITY

All information, interviews, reports, statements, memoranda, and/or test results received by the RSD through its drug/alcohol testing program are confidential communications, pursuant to La. Rev. Stat. Ann. §49:1012. The information may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in an administrative or disciplinary proceeding or hearing, or civil litigation where drug/alcohol use by the tested individual is relevant.

VIOLATION OF THIS POLICY

Violation of this policy, including refusal to submit to drug/alcohol testing, shall result in actions up to and including termination of employment. Each violation and alleged violation of this policy shall be handled on an individual basis, taking into account all data, including the risk to self, fellow employees and the general public.

See Also: E-5b, Inspections and Searches

References: La. Rev. Stat. Ann. ' ' 14:91.7, 17:240, 17:405, 30:2173(2), 32:1502(5), 40:961, 40:962, 40:963, 40:964, 40:967, 40:968, 40:969, 40:970, 40:971, 40:971.1

Employees of the Recovery School District of Louisiana (RSD) are encouraged to bring to the attention of the administration employment-related concerns and attempt to resolve such concerns at the earliest possible time and with the least possible expense, disruption, and friction. The person(s) filing a grievance shall be assured freedom from restraint, interference, coercion, disorientation, or reprisal in presenting his/her appeal with respect to a personal grievance.

PROCEDURAL STEPS

Level 1

The grievant must discuss or request a meeting to discuss the grievance with his/her immediate supervisor.

If an employee has a grievance or complaint, he/she should make his/her immediate supervisor aware of the grievance or complaint, either verbally or in writing. It is strongly recommended that the employee and his/her immediate supervisor continue discussions of the situation until a satisfactory resolution is reached.

Level 2

If the employee is not satisfied with the discussion(s) of the complaint or grievance with his/her immediate supervisor (Level 1), he/she may discuss the complaint with the next administrative officer of higher rank than the employee's immediate supervisor. A conference between the employee, the employee's immediate supervisor, and the administrative officer shall be timely scheduled and conducted in an attempt to resolve the complaint or grievance. The administrative officer should issue a decision no later than ten (10) workdays following the conference.

Level 3

If the employee is not satisfied with the outcome of the Level 2 conference, the employee may appeal the complaint or grievance in writing to the Human Resources Department (HR). A conference with HR staff shall be timely scheduled and conducted in an attempt to resolve the complaint or grievance. A written decision regarding the decision of the Department should be issued no later than ten (10) workdays following the conference.

Level 4

If the employee wishes to appeal the decision at Level 3, the appeal shall be presented to the RSD Superintendent in writing. Appeals should be received within seven (7) workdays of the decision rendered at Level 3.

The RSD Superintendent or his/her designee shall conduct a record review after receipt of the grievance. The RSD Superintendent or his/her designee may also attempt to resolve

the grievance by meeting with the grievant and may request supporting evidence or documentation as needed. In the attempt to resolve the grievance, the RSD Superintendent or his/her designee may require parties in interest to participate in any proceedings. If a meeting is scheduled by the RSD Superintendent or his/her designee, the grievant shall be provided with notice of the date, time, and location of the meeting at least two (2) workdays prior to the date on which the meeting shall be held. Such notice may be waived by the grievant.

A written decision will be rendered by the RSD Superintendent after conducting a record review or following a meeting with the grievant, if applicable.

Miscellaneous Procedural Requirements

1. No persons shall suffer retaliation, recrimination, discrimination, harassment, or be otherwise adversely affected because of this grievance procedure.
2. All documents, communications, and records dealing with a grievance shall be filed separately from and no notation of such grievance shall appear in the official personnel file of the grievant.
3. All decision rendered at all levels beyond the Level 2 of the grievance procedure shall be in writing
4. Nothing contained herein shall be construed to limit in any way the ability of the RSD and the grievant to resolve any grievance by informal means, and nothing herein shall be construed as requiring resort to the formal procedures when problems arise.
5. A grievant may terminate the process at any level if he or she indicates in writing a desire to do so, accepts the resolution at that level or fails to pursue his or her grievance by filing at the next level.
6. A grievance may be dismissed on the following grounds:
 - a. the grievant failed to appear at the time and place fixed for a hearing on his/her grievance, absent extenuating circumstances; or
 - b. the grievance involves facts and complaints that have been addressed in a previous grievance.
7. A supervisor or the RSD Superintendent may, in exercise of sound discretion, extend the time limits.

Definitions

1. "Grievant" shall mean an employee who is personally and directly affected by a condition about which he or she grieves.
2. A "grievance" shall be an allegation by an employee or group of employees that the treatment that he/she/they have received from a supervisor is unfair or improper or

that there has been a violation, a misinterpretation or an inequitable application of policy, administrative rules or procedures, or law directly and adversely affecting the grievant.

3. “Resolution” shall be the proposed written decision by the appropriate administrator in response to the grievance.
4. “Parties in interest” shall be the grievant and the supervisor or other employee of the RSD whose conduct or actions are the subject of the grievance.
5. “Workdays” shall be days that the grievant’s RSD school is in operation. Excluded days include weekends, holidays, and days that administrative offices are closed.

References: La. Rev. Stat. Ann. §17:100.4

The Recovery School District of Louisiana (RSD) intends that employees have a safe and orderly work environment in which to do their jobs. Therefore, the RSD shall not tolerate harassment of employees, discrimination against employees, or any act prohibited by law, regulation or policy that disrupts the workplace and/or prevents employees from doing their jobs. This includes any harassment, such as that based on an employee's sex, race, color, religion, natural origin, disability, or age.

An employee who feels this policy is being violated has the right and the responsibility to report the situation so the RSD can correct it.

Sexual and all other harassment shall not be tolerated. Any employee who engages in conduct determined to be a violation of this policy, or who encourages such conduct by others, shall be subject to corrective action, which may include termination.

If an employee feels he/she has been subjected to harassment of any type, the employee should report the incident their immediate supervisor, who in turn shall report the incident to the Human Resource Director or designee. If the supervisor is the alleged harasser, or if an employee does not wish to report the matter to their supervisor, the employee may submit the complaint directly to the Human Resources Director or designee.

The Human Resources Director or designee shall assist the RSD in addressing all complaints. This may involve an investigation, including interviews with the complaining employee, any witness, and the individual or individuals accused of violating this policy. Every effort shall be made to keep the complaint confidential with only those who need to know being informed about the complaint. The individuals involved in the complaint shall be notified of the results of the investigation.

If a violation of this policy is determined to have occurred, the RSD shall take steps to promptly correct the situation. Violations of this policy may result in corrective disciplinary action up to and including discharge.

No employee shall be subjected to discrimination or retaliation for making a complaint, participating in an investigation, or reporting a possible violation of this policy.

See Also: A-1, Equal Employment Opportunity
C-8, Tenure

It is the policy of the Recovery School District of Louisiana (RSD) to maintain a working environment free from all forms of sexual harassment, and the RSD emphasizes to all employees that sexual harassment is prohibited behavior.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual or gender-based nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

This includes unsolicited verbal statements, vulgar or obscene photographs, drawings, jokes, or comments, gestures, or physical contact of sexual or gender-based nature which is unwelcome.

See Also: A-1a, Equal Employment Opportunity
E-3, Harassment

References: La. Rev. Stat. Ann. §14:41 et seq., 17:81, 17:1990
Louisiana Civil Code §2315

The Recovery School District of Louisiana (RSD), through the RSD Superintendent or designee, may require an employee to have a medical examination whenever there is evidence the employee's health 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 RSD Superintendent and/or his/her designee, and the cost of the examination shall be paid by the RSD. The RSD 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 RSD.

References: La. Rev. Stat. Ann. ' ' 17:81, 17:491, 17:491.2, 17:1990, 23:897

The Recovery School District of Louisiana (RSD) recognizes the importance of protecting the health and welfare of the educational system from the spread of communicable diseases, including AIDS. A *communicable disease* shall be defined as a persistent or recurring infection which may be potentially transmitted to a susceptible person by contact with an infected individual.

When reliable evidence or information from a public health officer or physician confirms a student or employee of the RSD has a communicable disease or infection that is known to be spread by any form of casual contact and is considered a health threat to the school population, the RSD Superintendent or his/her designee may exclude such person from school or employment for not more than five (5) days. Such student or staff member shall be excluded unless the public health officer approves school attendance or employment or the condition is no longer contagious.

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

Irrespective of the disease presence, routine procedures shall be used and adequate sanitation facilities shall be available for handling blood or bodily fluids within the school setting or on a school bus.

If the infected individual is a student and his/her physician and/or a physician of the Board's choice indicates that the health of the student does not allow his/her continued attendance in the regular education program, education services shall be provided in the setting appropriate to the health status of the child.

Students whose parent/guardian knowingly conceal their child's having a communicable disease shall, upon identification, be suspended from school on an excused absence status, with the opportunity to make-up assignments and graded activities, for a maximum of ten (10) school days, during which time the RSD Superintendent or his/her designee shall determine the student's school attendance status.

REVIEW PANEL

Communicable diseases that are known not to be spread by casual contact shall be addressed on a case-by-case basis by a *Review Panel*. Membership of the *Review Panel*, procedures for convening the *Review Panel*, and the process used to review the case shall be as outlined in *Bulletin 741, Louisiana Handbook for School Administrators*.

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

the student or employee.

APPEALS

Appeals may be made by the parent, guardian, or affected employee in writing to the RSD Superintendent and subsequently to the RSD as outlined in Bulletin 741, *Louisiana Handbook for School Administrators*. If the written decision of the RSD Superintendent is contrary to the majority opinion of the *Review Panel*, a majority of the *Review Panel* has the right to appeal the decision in the same manner as outlined in Bulletin 741.

CONFIDENTIALITY

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

Before any medical information is shared with anyone in the school setting, a “Need to Know” review shall be made which includes the parent/legal guardian, student if age 18 or over, employee or his/her representative, unless the information is required to meet the mandates of federal or state law or regulation, or Louisiana Board of Elementary and Secondary Education (BESE) policy.

References: La. Rev. Stat. Ann. §§17:81, 17:170, 17:1990

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

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

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

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

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

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

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

A. Contact With Body Fluids

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

B. Direct Skin Contact

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

C. Removing Spilled Body Fluids From The Environment

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

D. Handwashing Procedures

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

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

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

E. Disinfectants

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

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

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

Wescodyne*)

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

F. Disinfection Of Hard Surfaces And Care Of Equipment

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

G. Disinfection Of Rugs

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

H. Laundry Instructions For Clothing Soiled With Body Fluids

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

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

All properties of the Recovery School District of Louisiana (RSD) shall be essentially a smoke-free/tobacco-free environment. The use of tobacco products of any kind shall be prohibited in all RSD facilities, all school campuses, on all school grounds, within forty (40) feet of the entrance to any RSD building and at all school-sponsored functions. Smoking and the use of tobacco products shall also be prohibited in all seating areas, concourses, and enclosed structures at athletic events, including bleachers, press boxes, concession stands and restrooms.

References: La. Rev. Stat. Ann. §§17:240, 40:1300.251, 40:1300.252, 40:1300.253, 40:1300.255, 40:1300.261

Employees, visitors, and students of Recovery School District of Louisiana (RSD) shall be prohibited from bringing firearms, knives, any dangerous weapons, or any instrument intended or likely to produce great bodily harm, or any sort of instrument or object which may be used in any way as a weapon, onto school campuses or to school-sponsored events. Employees who violate this prohibition shall be considered as willfully neglecting their duties and shall be subject to disciplinary action against them, up to and including termination.

For purposes of this policy, the term *firearm* is defined to include both instruments which propel shot by the action of gunpowder (i.e., rifles, handguns, shotguns) and instruments which propel shot by the action of air (i.e., pellet guns, BB guns).

School sponsored events include events that are outside the daily life of the school but that involve RSD students and are planned by RSD students and faculty and supervised by faculty. Such events include but are not limited to academic field trips, athletic or extracurricular club activities, banquets, class trips, and class dances.

FIREARM FREE ZONES

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

References: La. Rev. Stat. Ann. §§14:2, 14:95, 14:95.2, 14:95.6, 17:81, 17:1990

It shall be the policy of the Recovery School District of Louisiana (RSD) to inspect desks, lockers, and similar furnishings at any time, with or without notice, and that personal property an employee may bring onto RSD premises may be subject to inspection, including searches, in connection with the RSD's investigation of stolen property, hazardous materials, or controlled substances.

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

See also: E-1, Alcohol and Drug-Free Workplace

References: La. Rev. Stat. Ann. §§17:81, 17:1990

It is the policy of the Recovery School District of Louisiana (RSD) 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 RSD 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 RSD.

References: La. Rev. Stat. Ann. §§17:81, 17:1990

The Recovery School District of Louisiana (RSD) shall assume no responsibility for the loss or damage to personal property of any employee that is brought on to RSD premises. Also, it shall be prohibited for employees to carry personal property in RSD vehicles without the express written permission of the employee's supervisor.

Each employee of the Recovery School District of Louisiana (RSD) shall be expected to perform in a manner compatible with his or her position. The RSD believes the education profession occupies a position of public trust involving not only the individual employee's personal conduct, but also the interaction of the school and community. The conduct of employees of the RSD should meet acceptable standards of the community and show respect for the law and rights of others.

All employees, volunteers, student teachers, visitors, and any other person affiliated with the RSD have the responsibility to be familiar with and abide by the laws of the state, the policies and decisions of the Louisiana Board of Elementary and Secondary Education (BESE), the Louisiana Department of Education (DOE) and RSD, and the administrative regulations and procedures designed to implement policies. Employees and others shall also comply with the standards of conduct set out in this Handbook and with any other policies, regulations, procedures, or guidelines that impose duties, requirements, or standards of conduct attendant to their status as RSD employees or affiliated personnel.

As such, employees and all others working in the RSD are expected to observe at least the following standards:

- Competently perform the duties and responsibilities of the positions they hold
- Observe and adhere to all terms of an employee's contract and job description
- Comply with approved scheduled working hours as applicable to instructional time, planning periods, professional development, and/or school meetings
- Demonstrate dependable attendance and punctuality with regard to assigned activities and work schedules
- Secure required approval for all absences and submit accurate reports reflecting leave taken
- Attend and participate in scheduled activities as directed professional development, meetings, workshops, etc.
- 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
- Advocate positive personal behavior on or off campus and attempt to avoid improprieties or the appearance of improprieties
- Maintain confidentiality in all matters relating to students and other

employees

- Refrain from engaging in conduct detrimental to the RSD
- Comply with all law, policies, rules, regulations and procedures

While the operation of the RSD and its schools is governed by the provisions of this and all other RSD policies, regulations, and procedures, as well as procedures of the individual schools, no personnel handbook can list each and every instance of misconduct that is precluded. Accordingly, employees and other personnel 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 RSD 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 RSD policies, regulations, or procedures, or school regulations or procedures, shall result in the imposition of discipline up to and including termination.

DISRUPTING THE EDUCATIONAL PROCESS

Employees shall not participate in or encourage activities that disrupt the educational process. Such activities include, but are not limited to:

- Conduct that threatens the health, safety, or welfare of others
- Conduct that may damage public or private property (including the property of students or staff)
- Illegal activity
- Conduct that interferes with a student's access to educational opportunities or programs
- Conduct that disrupts delivery of instructional services or interferes with the orderly administration of the school and school related activities or District operations

NOTIFICATION BY EMPLOYEES

An employee shall report any final conviction or plea of guilty or *nolo contendere* to any criminal offense, excluding traffic offenses, to the RSD within forty-eight (48) hours of conviction or plea. *Nolo contendere* shall be as defined in policy C-4, *Employment*.

See Also: C-2, Qualifications and Duties

C-4, Employment
E-6a, Staff-Student Relations

References: La. Rev. Stat. Ann. §§14:81.4, 17:15, 17:81, 17:1990

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

Any employee who has reason to believe that another employee is inappropriately involved with a student shall report this information to the RSD Superintendent or his/her designee. Any employee who is inappropriately involved with a student or who fails to inform the RSD Superintendent or designee of a suspected inappropriate relationship between another employee and a student may be subject to disciplinary action, up to and including dismissal.

RSD shall, to the best of its ability, take precautions and institute regulations and procedures to provide a safe and secure environment for its students in all public schools of the RSD. In its efforts to protect its students, the RSD shall require, at a minimum, the following:

1. No employee or volunteer shall be alone with a student in any classroom, office, meeting room, or other similarly enclosed area on school property unless during the full time of such interaction between the student and employee, another school employee, the student's parent, or other authorized adult is present, or the student and employee are clearly visible by persons outside such area through either an open door or entrance, or through a window or other means that provides an unobstructed view of the student and employee.

Interactions may be permitted between:

- A. A student and guidance counselor
 - B. A student and a school employee during the administration of a test when the student's Individualized Education Program (IEP) precludes the presence of other individuals
 - C. A student and a school nurse or between a student and a school employee engaged in the performance of non-complex health procedures
 - D. Any other interaction permitted as determined by the Louisiana Board of Elementary and Secondary Education (BESE)
2. Roles of employees, and especially of volunteers, in working with students shall be clearly documented. Volunteers shall sign an agreement form

stating they understand the regulations and procedures governing contact with students and agree to any criminal background checks the Board may require. Thorough training shall be given all employees and volunteers regarding the child abuse prevention program.

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 nineteen (19) years of age.

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.

See Also: E-6, Employee Conduct
E-8a, Use of Telephones and Other Electronic Telecommunications Devices
E-13, Child Abuse Reporting

References: La. Rev. Stat. Ann. §§14:403, 14:81.4, 17:7, 17:81, 17:81.6, 17:1990, 23:161, 23:162, 23:163
La. Children's Code, Art. 603, 609

It is the policy of the Recovery School District of Louisiana (RSD) that all employees dress appropriately and professionally while on duty. RSD employees shall refrain from any mode of dress which is not exemplary for students. RSD employees shall dress in a manner appropriate for their assignment and in accordance with the standards as established by the RSD.

Instructional and instructional support personnel shall dress in a professional manner that contributes to a businesslike atmosphere, and that models appropriate standards for students.

Women shall wear professional dresses, suits, skirts, blouses, sweaters, slacks and professional shoes.

Men shall wear professional slacks and collared shirts with sleeves; shirttails shall be tucked-in, unless the garment is tailored to be worn outside, and professional shoes. Men are encouraged to wear ties.

Physical Education personnel may wear collared shirts and shorts that come to an appropriate length, or athletic wear.

The following are inappropriate and shall not be worn:

- Shorts or garments that may be interpreted to be shorts
- Blue jeans, except on spirit days designated by the principal or supervisor
- T-shirts, tank tops, sweatshirts, sweatpants, exercise wear, or jogging suits
- Leggings or lycra
- Sundresses or bare midriffs
- Garments that are too revealing or immodest -- for example, skirts too short or with slits that are too high (the top of the slit shall be considered to be the length of the garment); low neckline; etc.
- Beach thongs, shower shoes, house shoes, "crocs," or athletic shoes
- Exposed undergarments
- Torn, ripped or faded clothing
- Hats or caps in building

Exceptions: Administrators and supervisors shall have the discretion to determine appropriate attire for personnel in certain subjects (physical education,

vocational/technical, special education, etc.) or for certain medical necessities.

References: La. Rev. Stat. Ann. §§17:81, 17:1990

Equipment and other property utilized in the education of students and operation of the schools throughout the Recovery School District of Louisiana (RSD) is and remains in the ownership of the State of Louisiana/RSD. Any equipment or property issued or assigned to employees is intended only for the employee's use while performing their assigned responsibilities in the classroom or workplace and remains at all times the property of the RSD.

Care of equipment and property shall be the responsibility of the employee to whom it has been assigned, whether it was issued directly to the employee, or is under his/her control in the classroom or workplace. All equipment and property issued, assigned, or under the control of an employee or for which the employee is responsible shall be kept clean and properly maintained. Equipment and property shall only be used for the purpose intended.

Employees shall promptly report to the principal/department head when equipment or property is not functioning properly, is damaged, lost, or stolen. Any loss or damage to RSD equipment or property that is the result of willful or negligent action of the employee may result in disciplinary action, up to and including termination. In addition, the RSD may be entitled to reimbursement of the actual loss or damage to the equipment or property, by deduction from wages, engagement of civil suit, or any other legal means available to the RSD.

USE OF TELEPHONES AND OTHER ELECTRONIC TELECOMMUNICATION DEVICES

E-8a

Employees of the Recovery School District of Louisiana (RSD) may possess electronic telecommunication devices in any elementary, middle, or high school building, or on the grounds thereof or in any school bus used to transport public school students, but must not use them during instructional time, or while on duty, or in the presence of students, except in an emergency. An *emergency* is defined as an actual or imminent threat to public health or safety, which may result in loss of life, injury, or property damage. Furthermore, camera phones with video and/or still photography capabilities, voice-recording capabilities, or future technological improvements and/or still equivalent equipment may not be used unless authorized by the school principal or his/her designee. A violation of these provisions may be grounds for disciplinary actions, including but not limited to, dismissal of the employee.

GUIDELINES

The following guidelines have been adopted to ensure acceptable use of cell phones in school buildings and on school buses by all employees of the RSD:

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

Any employee who violates this policy shall be subject to corrective action by the RSD Superintendent and/or his/her designee, including suspension and termination.

Exceptions

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

EMPLOYER PROVIDED CELLULAR PHONES

The RSD may provide cell phones to employees to ensure the safety of the educational

community and school clientele, as well as to enhance all facets of school operations and procedures to improve the efficiency of the RSD. The RSD Superintendent or his/her designee shall designate those employees who may be issued cell phones, based on the employees' duties and responsibilities.

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

RSD personnel shall monitor use of the RSD-owned cell phones on a monthly basis for propriety and reasonableness of phone use.

ELECTRONIC COMMUNICATIONS BETWEEN EMPLOYEES AND STUDENTS

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

All electronic communication, including electronic mail, by an employee 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 RSD shall prohibit the use of all such system means to electronically communicate with a student for a purpose not related to such educational services, except communication with an immediate family member if such communication is specifically authorized by the RSD.

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 RSD. Records of any such reported communication shall be maintained by the RSD for a period of at least one (1) year.

Definitions

1. *Electronic Communication* includes any direct communication facilitated by voice or text-based telecommunication devices, or both, computers, as well as those devices that facilitate indirect communication using an intermediate method, including but not limited to Internet-based social networks. It shall also include transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature in whole or in part by wire, radio, electromagnetic, photoelectric, or photo-optical system and pertains to both personal and RSD issued devices.
2. *Electronic mail* – the transmission of text-based information or communication by use of the Internet, computers, a facsimile machine, a pager, a cellular telephone, a video recorder, or any other electronic device or means sent to a person identified by a unique address or address number and received by that person.

3. *Computers* – pertains to any and all computers.
4. *Social networks* – locations on the Internet where users may interact with other users -- examples are Facebook, MySpace, YouTube, and other social networks sites available on the internet.
5. *Improper or inappropriate communications* – any communication between employee and student, regardless of who initiates the communication, that may be viewed as derogatory, sexual or lewd in content, threatening or harassing, discriminatory, simple fraternization, or suggestive in nature.

Notification

The RSD 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 RSD 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 RSD to make all employees and students aware of the expectations and procedures of the school system and the RSD 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 or has not met the required permission-to-contact approval.

Employees shall be required to comply with all policies, procedures, and practices established by the RSD 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 RSD Superintendent or his/her designee shall report such violation to the proper authorities.

Violations

1. Any violation of this policy shall be immediately investigated by the employee's supervisor. The investigation shall include dates, the name of the person reporting

the allegation, and the specific allegation made.

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

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

See Also: E-6, Employee Conduct

References: La. Rev. Stat. Ann. §§14:40.3, 17:81, 17:239, 17:1990

Employees are provided access to and use of computers as a benefit of employment by the Recovery School District of Louisiana (RSD). RSD computer resources are defined as all publicly available networks, processors, peripherals and supplies under the administration of the RSD and/or the Louisiana Department of Education. Employees should have no expectation of privacy as to any communications generated, received, sent or stored in the computer. Use of computers and network resources shall not be abused.

The RSD shall incorporate the use of computer-related technology or the use of Internet service provider technology designed to block access or exposure to any harmful materials or information, such as sites that contain obscene, pornographic, pervasively vulgar, excessively violent, or sexually harassing information or material. Sites which contain information on the manufacturing of bombs or other incendiary devices shall also be prohibited. However, the RSD does not prohibit authorized employees or students from having unfiltered or unrestricted access to Internet or online services, including online services of newspapers with daily circulation of at least 1,000, for legitimate scientific or educational purposes approved by the RSD.

All information contained on computers and storage devices are the expressed property of RSD and shall be treated as *confidential information* and shall not be disturbed. At no time shall any pornographic or offensive material be viewed, sent to or received from or by a RSD computer. Internet usage should be discretionary and not jeopardize the daily business operations of the RSD.

An employee may be issued a log-on identification (ID) to access one or more computing resources. This log-on ID shall remain valid until the employee terminates employment. The proper use of a log-on ID is the responsibility of the individual to whom it has been assigned. Therefore, sharing of a log-on ID is prohibited among employees. The use of another individual's log-on ID without his/her expressed consent will be viewed as computer fraud.

INAPPROPRIATE USE

Inappropriate use of the Internet and other networks to which the RSD or Department of Education is directly or indirectly connected will be considered an abuse of computer privileges. Examples of inappropriate use of the networks are: participating in network activities that place a strain on limited computer resources (any type of network games, the sending of unapproved bulk mailings), the sending of obscene an/or harassing messages to other individuals on the network, and the unauthorized access or attempts to access another network computer from the Department of Education computer resources.

SECURITY

Employees who have computers in their charge shall be responsible for the security of those computers in terms of both hardware and software. Computers must be secured such that students acting without the consent or supervision of a teacher or administrator cannot enter the system or the Internet.

DISCLAIMER

The RSD technology network and computer system is provided on an “as is, as available” basis. The RSD does not make any warranties, whether expressed or implied, including, without limitation, those of fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The RSD uses a variety of vendor-supplied hardware and software. Therefore, the RSD does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the user’s requirements. Neither does the RSD warrant that the system will be uninterrupted or error-free, nor that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third party individuals in the system are those of the providers and not necessarily the RSD.

The RSD will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the RSD’s computer systems and networks.

See also: E-8a, Use of Telephones and Other Electronic Telecommunications Devices

References: La. Rev. Stat. Ann. §§17:81, 17:100.7, 17:1990

The Recovery School District of Louisiana (RSD) may authorize the use of credit card(s) for such purposes as travel expenses or the purchase of gasoline or fuel in special circumstances when necessary. Receipts of all purchases shall be retained by the user of the credit card and submitted to the RSD business office as soon as practicable following usage. Documentation regarding any purchase shall include, at a minimum, name of user, all other persons present if used for meals, lodging, or other travel, date of purchase, and any other information deemed pertinent.

All Recovery School District of Louisiana (RSD) employees shall be required to follow the school calendar and holiday schedule during the school term and to comply with all RSD policies, regulations and procedures regarding attendance. The RSD Superintendent, with the approval of the State Superintendent, shall establish office hours and work schedules outside the normal school calendar, as necessary.

The school calendar and general work schedule shall be established by the RSD and communicated to all employees in writing prior to the start of each school year. Work hours at each school shall be determined by the RSD Superintendent. Work hours may vary from school to school. All employees shall be prompt in attendance and shall remain on duty the entire school day.

Principals and administrative staff should be in their buildings prior to the arrival of students or teachers and should remain in their building until students and teachers have departed school. Principals who leave their building for any purpose other than routine business affairs connected to the school shall secure prior approval of the absence from the RSD Superintendent or his/her designee for such purpose. Duty schedules shall be set at the discretion of the school administrator and shall be a shared responsibility among RSD employees. Employees shall be notified in writing of the duty schedule at the beginning of the school year, and shall be notified of any subsequent changes in the duty schedule. Teachers and other school employees are not allowed to leave their job assignments during work hours without the express permission of their immediate supervisor.

MODIFIED WORK SCHEDULE

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 RSD. The RSD shall endeavor to provide reasonable accommodation to such an employee based on the employee's circumstances and conditions of employment. 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.

Employees of the Recovery School District of Louisiana (RSD) 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. Failure to give timely notice, tardiness, unexpected or repeated absences, or failure to report to work as scheduled may result in disciplinary action, including dismissal. In cases of anticipated absence or where the employee cannot report to work as scheduled, the employee shall notify his or her supervisor as soon as possible after the employee becomes aware that he or she will be absent from work.

Any absence by an employee without authorization or notification to the RSD of the reasons for his/her absence shall be assumed, after three (3) consecutive days, that the employee has resigned from employment with the RSD, unless the employee can provide the RSD with acceptable and verifiable evidence of extenuating circumstances. The RSD Superintendent or his/her designee shall be authorized to determine acceptability of extenuating circumstances.

TIME AND ATTENDANCE RECORDS

All employees, with the exception of those designated by the RSD Superintendent, shall complete appropriate timesheets and other time and attendance documents, as appropriate, to report/record attendance and absences. Absences shall be reported via leave slips.

The supervisor approving time and attendance records shall ultimately be responsible for the accuracy of the contents of this document. Any employee who signs his or her own record of attendance shall also be certifying to the accuracy of this record. Employees have a duty to enter true and accurate figures.

Supervisors shall ensure upon certification of an employees timesheet and attendance record that the information is accurate, correctly computed, and properly signed by each employee, and that all supporting documentation, if required, is attached.

TARDINESS

Tardiness shall not be tolerated in RSD schools and offices.

Any teacher who is tardy more than twice in any one school year and whose tardiness has caused that teacher to be away from official class duties may be placed on leave without pay for the length of the tardiness. The teacher shall be required to submit a leave slip documenting the tardiness. If the teacher refuses to sign the leave slip, the principal will sign in their place.

Repeated, unexcused tardiness by an employee shall be considered willful neglect of duty and a violation of contract. Such behavior shall subject an employee to disciplinary action, up to and including dismissal from employment.

Employees shall be subject to all school based tardiness policies implemented by a school principal, as approved by the RSD Superintendent.

References: La. Rev. Stat. Ann. §§17:81, 17:1186, 17:1201, 17:1202, 17:1203, 17:1204, 17:1206, 17:1208, 17:1208.1, 17:1990

Employees of the Recovery School District of Louisiana (RSD) shall be expected to perform their job responsibilities to the best of their ability, giving priority over any other types of outside work. Employees shall be expected to not accept outside work positions that would prevent them from performing their RSD responsibilities in an effective manner or that would raise a conflict of interest.

No employee shall engage in private instruction of students for compensation during school hours.

References: La. Rev. Stat. Ann. §§17:81, 17:1990

The Recovery School District of Louisiana (RSD) recognizes that a program of professional development and education is essential to the professional growth and improvement of an employee. RSD employees shall be required to participate in the RSD *Professional Development Program*, which may include, but is not limited to, professional development days designated in the school calendar before and/or after the student school year, additional days throughout the year, and professional development embedded in each school day.

Each RSD employee shall be required to fully participate in professional development activities as a condition of employment during each workday and at other times designated in the school calendar and/or by the RSD Superintendent. Full participation includes presence, attentiveness, and participation at all sessions and implementation of principles presented.

The Recovery School District of Louisiana (RSD) shall require all employees to attend staff meetings and in-service training sessions that may be required by the principals and/or immediate supervisors. General faculty meetings and in-service activities are considered part of the instructional personnel's regular assignment and on certain occasions support staff will also be required to attend. Teachers and other personnel are required to attend faculty meetings and in-service activities unless they are excused for valid reasons by the principal. Advance notice shall be given to employees informing them of scheduled meetings.

Members of the administrative staff shall be expected to attend all administrative staff meetings as called by the RSD Superintendent or his/her designees and participate in regular staff development and/or in-service opportunities.

References: La. Rev. Stat. Ann. §§17:81, 17:1990

Records of the Recovery School District of Louisiana (RSD) are public records unless exempt by state statutes. All persons and the RSD having custody or control of any public record, other than permanent records required by existing laws to kept for all time, shall exercise diligence and care in preserving the public record for the period or periods of time specified for such public records or formal records retention schedules developed and approved by the state archivist and the Louisiana Department of State, the Louisiana Department of Education, and the RSD.

Records of the RSD shall not be destroyed in any case where litigation with the reference thereto is pending, or until the appropriate state or federal audits have been conducted.

See Also: B-2, Public Information
E-12b, Personnel Records

References: La. Rev. Stat. Ann. §§13:5112.1, 17:81, 17:93, 17:230, 17:232, 17:415, 17:440, 44:1, 44:4, 44:31, 44:32, 44:36, 44:411

The Recovery School District of Louisiana (RSD) has designated the Human Resources Director as the official custodian of employee personnel records at the RSD. Requests for the viewing of personnel files or records which are classified as public records shall be directed to the Human Resources Director or his/her designee for review.

The Human Resources Director or his/her designee may grant access to confidential information maintained in an employee's personnel record to supervisors or other Louisiana Department of Education or RSD officials if there is a legitimate business need for the information. Any unauthorized dissemination of information in a personnel record is a serious violation of department policy and may subject the violator to disciplinary action.

AVAILABILITY OF RECORDS

If the record is not in active use at the time of the request, the Human Resources Director or his/her designee shall present the public record to the authorized person requesting it.

Should there be any question as to whether or not a record is public, the Human Resources Director or designee shall have three (3) working days to make a determination and provide the person making the request written notification of the final determination and reasons therefore.

Should the requested record be in use and not immediately available, the Human Resources Director or designee shall certify that in writing, and shall provide a date and time within three (3) working days that the record shall be made available.

See Also: B-2, Public Information
E-12b, Personnel Records

References: La. Rev. Stat. Ann. §§13:5112.1, 17:81, 17:93, 17:230, 17:232, 17:415, 17:440, 44:1, 44:4, 44:31, 44:32, 44:36, 44:411

The Recovery School District of Louisiana (RSD) shall require the maintenance of a uniform system of personnel records for all employees. It shall be the responsibility of the RSD Superintendent or designee to keep the records updated and complete in accordance with statutory provisions.

A personnel file shall be accurately maintained in the RSD Central Office for each present and former employee. 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 RSD Superintendent has designated the Human Resources Director as custodian of all personnel files and he/she shall have the overall responsibility for maintaining and preserving the confidentiality of the files, as well as responsibility for granting or denying access to records on the basis of these guidelines.

References: La. Rev. Stat. Ann. §§44:1, 44:2, 44.4, 44:11, 44:12

The Recovery School District of Louisiana (RSD) shall endeavor to ensure that all instances of child abuse and/or neglect are reported in accordance with appropriate state and local laws and regulations. Therefore, the RSD directs that all school personnel be informed of their responsibilities under law as mandatory reporters when performing their occupational duties.

DEFINITIONS

Child, for purposes of child abuse, is defined as a person under eighteen (18) years of age, who prior to juvenile proceedings, has not been judicially emancipated or emancipated by marriage.

Abuse means any one of the following acts which seriously endanger the physical, mental, or emotional health 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 this state.

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. In accordance with statutory provisions, the inability of a parent or caretaker to provide for a child due to inadequate financial resources shall not, for that reason alone, be considered neglect. Whenever, in lieu of medical care, a child is being provided treatment in accordance with the tenets of a well-recognized religious method of healing which has a reasonable, proven record of success, the child shall not, for that reason alone, be considered to be neglected or maltreated. However, nothing herein shall prohibit the court from ordering medical services for the child when there is substantial risk of harm to the child's health or welfare.

A *mandatory reporter* is any person who provides training and supervision of a child, including any one of the following individuals performing their occupational duties: teacher, teacher's aide, instructional aide, school principal, and school staff member.

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

day care home, or other person providing a residence for the child.

PROCEDURE FOR REPORTING CHILD ABUSE/NEGLECT

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

- I. The *mandatory reporter* having the information shall contact the principal or designee immediately. The principal or other supervising employee shall immediately:
 - (A) When the suspected abuser is believed to be a parent or caretaker, make the report to the local child protection unit of the Louisiana Department of Social Services.
 - (B) When the abuse or neglect is believed to be perpetrated by someone other than a parent or caretaker, and a parent or caretaker is not believed to have any responsibility for the abuse or neglect, make the report to the local law enforcement agency having jurisdiction over the place where the abuse/neglect occurred.
- II. If the initial report was in oral form, it shall be followed by a written report on the approved form, which written report shall be delivered within five (5) days to the local child protection agency or the local law enforcement agency to whom the initial report was made.
- III. The principal, assistant principal, or other supervisory employee to whom the initial reporter gave the report shall have the primary responsibility of reporting the information to the appropriate agency as herein provided. The teacher or other RSD employee who was the initial reporter is not relieved of responsibility, however, and to ensure that the report is delivered to the appropriate agency as required by law, the principal/designee/supervisory employee shall confer with the initial reporting employee and confirm that the report was made to the appropriate agency. If the principal/designee/supervisory employee fails or refuses to make a required report, the initial reporting employee shall make the required report to the appropriate agency and shall, within five (5) days of filing the required written report file a confidential report of the entire matter in writing with the Superintendent.

The report shall contain the following information, if known:

- 1) The name, address, age, sex, and race of the child.
- 2) The nature, extent, and cause of the child's injuries or endangered condition, including any previous known or suspected abuse to this child or the child's siblings.

- 3) The name and address of the child's parent(s) or other caretaker.
- 4) The names and all the ages of all other members of the child's household.
- 5) The name and address of the reporter.
- 6) An account of how this child came to the reporter's attention.
- 7) Any explanation of the cause of the child's injury or condition offered by the child, the caretaker, or any other person.
- 8) The number of times the reporter has filed a report on the child or the child's siblings.
- 9) Any other information which the reporter believes might be important or relevant.

The report shall also name the person or persons who are thought to have caused or contributed to the child's condition, if known, and the report shall contain the name of such person if he/she is named by the child.

If the initial report was in oral form by a mandatory reporter, it shall be followed by a written report made within five (5) days to the local child protection unit, or if necessary, to the local law enforcement agency.

INVESTIGATION OF REPORTS

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

ALLEGATION AGAINST SCHOOL EMPLOYEES OR VOLUNTEERS

When an employee is accused of the use of impermissible corporal punishment or moral offenses involving students, the principal shall initiate an investigation by notifying the Department of Human Resources of the accusation. If the offender is a central office employee, or principal, the immediate supervisor shall initiate an investigation through the same process.

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

The school employee shall also, as soon as reasonably possible, notify the appropriate immediate supervisor of the accused individual, and that supervisor in turn will as soon as reasonably possible, notify the Department of Human Resources of the allegation for

investigation. In any incident involving an employee or volunteer which is reported to the RSD Superintendent or designee, the person shall be removed from all activities involving direct contact with students until the matter is resolved.

ALLEGATIONS OF SEXUAL OFFENSES

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

CONFIDENTIALITY

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

IMMUNITY FROM LIABILITY

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

LIABILITY

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

References: La. Rev. Stat. Ann. ' ' 14:403, 15:539
La. Children's Code, Title VI, Art. 601, 603, 609, 610

Respecting the authority of teachers is essential to creating an environment conducive to learning, effective instruction in the classroom, and proper administration of city, parish, and other local public schools. To maintain and protect that authority, it is important that teachers, administrators, parents, and students are fully informed of the various rights conferred upon teachers pursuant to this Section, which are:

1. A teacher has the right to teach free from the fear of frivolous law suits, including the right to qualified immunity and to a legal defense, and to indemnification for actions taken in the performance of duties of the teacher's employment.
2. A teacher has the right to appropriately discipline students.
3. A teacher has the right to remove any persistently disruptive student from his/her classroom when the student's behavior prevents the orderly instruction of other students or when the student displays impudent or defiant behavior and to place the students in the custody of the principal or his/her designee.
4. A teacher has the right to have his or her professional judgment and discretion respected by school and district administrators in any disciplinary action taken by the teacher in accordance with school and district policy.
5. A teacher has the right to teach in a safe, secure, and orderly environment that is conducive to learning and free from recognized dangers or hazards that are causing or likely to cause serious injury.
6. A teacher has the right to be treated with civility and respect.
7. A teacher has the right to communicate with and to request the participation of parents in appropriate student disciplinary decisions.
8. A teacher has the right to be free from excessively burdensome disciplinary paperwork.
9. A beginning teacher has the right to receive leadership and support in accordance including the assignment of a qualified, experienced mentor who commits to helping him/her become a competent, confident professional in the classroom and offers support and assistance as needed to meet performance standards and professional expectations.

The provisions of this Section shall not be construed to supersede any other state law, Louisiana Board of Elementary and Secondary Education policy, enacted or adopted relative to the discipline of students.

References: La. Rev. Stat. Ann. §17:416.18