



TO: Members, Calcasieu Parish School Board

FROM: Shannon LaFargue, Chief Operations Officer
Human Resources/Auxiliary Services

DATE: February 27, 2018

SUBJECT: Administrative and Personnel Committee Meeting

Mr. Eric Tarver, Chairman, has called an Administrative and Personnel Committee Meeting for **Tuesday, February 27, 2018** to follow the Curriculum & Instruction Committee Meeting at 5:00 p.m. in the Board Room at 3310 Broad Street, Lake Charles, Louisiana.

AGENDA

- 1. Lunching with Law Enforcement**
- 2. For Discussion: Transportation - Leasing buses and maintenance services vs. purchasing buses and maintenance services**
- 3. Coaching Supplements – Add one Assistant Coaching Supplement to each High School’s allotment**
- 4. Perfect Attendance Incentive Program Update – Information only**
- 5. Bus Driver Employee Referral Program – Information only**
- 6. Consideration of Amendments to Interpreter Salary Schedules**
- 7. Legislative Policy Updates –**
 - a. DFN – Sale of Buildings and Land
 - b. ECA – Authorized Use of Equipment **New Policy**
 - c. GBC – Recruitment
 - d. GBRIB – Sick Leave
 - e. IDCJ – Supplemental Educational Services **Recommended for Deletion**
 - f. IDDH – English Learner Program
 - g. IFD – Parent and Family Engagement
 - h. IFDA – Parental Rights/Student Rights of Privacy
 - i. JR – Student Records
 - j. DFAA- Industrial Tax Exemptions

Administrative and Personnel Committee:

Eric Tarver, Chair
Chad Guidry, Vice Chair
Annette Ballard
John Duhon
Damon Hardesty
Fred Hardy
Dean Roberts
Alvin Smith
Wayne Williams

Other Board Members:

Billy Breaux
Russell Castille
Mack Dellafosse
Glenda Gay
Ron Hayes
Aaron Natali

Agenda Item #1

Lunching with Law Enforcement

Recently, the District Attorney's Office, the Calcasieu Parish School Board, and local stakeholders announced new local initiatives regarding the targeting of youth violence. With this in mind, staff is recommending another layer of support to these initiatives. Our recommended initiative is called Lunching with Law Enforcement. This new initiative is a partnership between CPSB's School Nutrition Program and local law enforcement agencies.

Lunching with Law Enforcement will bring law enforcement officers into school cafeterias twice a month to eat lunch with our students. Each agency is invited to send up to two (officers/deputies) per campus on the first and third Thursdays of each month during the school year. Lunch will be provided to (officers/deputies) at no cost. All they will need to do is show up and spend time with our students.

People and agencies working together is what builds a better community. The School Board's goal through *Lunching with Law Enforcement* is to further strengthen the existing relationship between the community we serve and local law enforcement agencies. We are truly better together.

It's been said more than once that raising a child takes a village. We are part of that village for over 33,000 students in our community, and so are the members of the (law enforcement agency).

OFFICIAL LOGO:



Agenda Item #2

For Discussion: Transportation - Leasing buses and maintenance services vs. purchasing buses and maintenance services

At the November 14th, 2017, Board meeting, staff was given permission to look into outsourcing maintenance options for the transportation department. This request by staff and subsequent board approval followed an A to Z look at the Transportation Department which was presented at the October 27, 2017, A & P meeting. After examining current trends in the industry and other parishes utilizing leasing programs, staff would like to discuss leasing buses and maintenance services based on the following items:

- CPSB is not required to make large capital expenditures.
- CPSB can add buses quickly without taking months to go through the lengthy and sometimes controversial bid process.
- Buses are never older than 3-5 years, therefore, buses meet the latest in school bus safety technology. This reduces breakdowns and limits liability exposure for the school board as well. Downtime for buses will be decreased significantly.
- Leasing helps build in the discipline required to maintain an on-going economical fleet replacement program.
- Leasing makes future budgeting much easier since most cost are locked in for the term of the lease.
- Lease agreements can be modified and terminated much easier than contractor type agreement.
- Dramatically reduces shop issues and cost.
- Neutralizes the inability to fill mechanic positions and recommended safety certifications for jobs. Allows our mechanics to focus on general maintenance of fleet and repairs for the fleet that is not leased, thus saving the prospect of “pushing” these jobs to vendors.
- Less need for our wrecker which can’t transport our larger buses in its current state.
- Leasing allows the district to purchase buses at any time during the lease should it choose to do so.
- Removes 100 of the oldest buses from the fleet immediately which saves in repair and maintenance costs, increases morale among drivers and comfort for students. (put picture here of new bus vs. one of our older buses)

Older Bus in Our Fleet That Would Be Replaced



New Leased Bus



This Table gives latest software tracking for Miles Per Day and Miles Per Year

Avg. Miles per Day – AM route	Avg. Day Miles	Avg. Yearly Miles
3,128 miles	6,257 miles	1,082,592 miles
These miles do not include platoon mileage, SPED mileage, nor Field Trips		

Current Costs

Year	Contracted Repairs and Parts (includes general maintenance, repairs, and bus accident repairs)	Yearly purchase of 20-23 buses on rotation at average cost of \$80,000	Total Cost for Repairs, Parts, and Purchasing Buses
15-16	\$2,175,987	\$1,840,000	\$4,015,987
16-17	\$2,000,524	\$1,600,000	\$3,600,524

RFP Criteria based on industry standards and CPSB Needs:

Request to lease a total of 100 buses – New 2019 Passenger Buses with gasoline engines and automatic transmissions, tint glass, white tops, heated mirrors, and radio system, and hydraulic brakes.

Route Buses (71-77 Passenger) with A/C – Projected cost from \$15,000 to \$17,000

SPED Buses (30+3) with A/C – Projected cost from \$16,000 to \$18,000

Basic Maintenance will be performed by CPSB such as oil changes, lights, belts, hoses, filters, etc.

Additional Specs:

4 camera system compatible with our software on each bus – Approximately \$1,000 to \$1500 per bus

Student tracking system compatible with our software – Approximately \$200-\$300 per bus

Request that prices be locked in for 3-5 years.

Notes:

CPSB will retain our employees

Non-leased buses remain our buses

Based on industry standards of Fleet-Spare bus ratio of 20:1, we would keep 20-30 of the best buses of the 100 oldest buses that exist. Our options for the other buses are to sell as scrap at Auction or keep without providing them with maintenance, repair, or parts. In other words, 70-80 buses would not be utilized unless necessary.

Issuing buses to drivers:

The New leased buses will be issued based on seniority as we do for most SOP.

Future Plans:

Continue to lease and expand the leased fleet if the program is meeting the needs of CPSB

Note – These numbers were calculated based on the following estimates:

The 16-17 cost for repairs and parts: \$2,000,524 divided by 404 buses in fleet = \$4,951 per bus

NOTE: The industry standard for average yearly cost in districts with 100 or more buses is \$5,500. The industry average age of a fleet is 6-10 years old. The industry standard for cost of maintenance of buses that are newer generally run around \$1500 per bus.

Average Age of the CPSB Fleet Currently

5 years old or less	100 buses or 25% of Fleet
6-10 years old	120 buses or 30% of Fleet
11-14 years old	82 buses or 20% of Fleet
15 + years old	102 buses or 25% of Fleet
	404 Total Buses

55% of Fleet is 10 years old or less

44% of Fleet is 11 years old or more

Average Age of Proposed Fleet

5 years old or less	200 buses or 50% of Fleet
6-10 years old	120 buses or 30% of Fleet
11-14 years old	82 buses or 20% of Fleet
15 + years old	2 buses or <1% of Fleet
	404 Total Buses

80% of Fleet is 10 years old or less

20% of Fleet is 11 years old or more

Potential Savings:

Year	Contracted Repairs and Parts (includes general maintenance, repairs, and bus accident repairs)	Yearly purchase of 20 buses on rotation at average cost of \$80,000	Cost of Leasing 100 Buses meeting SPECS (A/C, Cameras, Student Tracking)	Costs for the 100 Leased Buses – General Maintenance (estimate of 10 % of average maintenance cost)	Total Cost for Repairs, Parts, and Purchasing Buses/Leasing Buses
15-16	\$2,175,987	\$1,840,000 (23 buses x \$80,000)			\$4,015,987
16-17	\$2,000,524	\$1,600,000 (20 buses x \$80,000)			\$3,600,524
17-18					
18-19	\$1,505,104 (approx.) 304 buses X \$4,951	N/A	\$1,780,000 (approx.) \$17,800 per bus	\$49,510	\$ 3,334,614 (approx.)

Decreasing the fleet by 100 buses reduces the fleet size in which we will absorb all costs to 304. Multiplying the average maintenance cost of \$4,951 by 304 = \$1,505,104 (estimated cost for 18-19 fleet owned by CPSB for maintenance and parts.

The cost of maintaining general maintenance for the Leased Fleet of 100 buses is a conservative estimate of 10% of the cost per bus (\$4,951) that we spend on average for owned CPSB buses. So \$4,951 X 10% = \$495. One hundred buses X \$495 = \$49,510

18-19 cost for leasing buses: average cost per bus with requested specs = \$17,800

The Staff recommendation is to pursue whether or not leasing buses vs. purchasing is the best plan of action for CPSB.

Agenda Item #3

Coaching Supplements – Add one Assistant Coaching Supplement to each High School's allotment

Each school is allotted coaching supplements based upon the size of the school. These supplements are utilized by the school Principal to determine coaching positions and the pay for those duties. Over the years, there has been an increase in the number of sports at each school. Combined with a decrease in the number of certified, pedagogically trained coaches who would be on the faculty and staff at each school, filling coaching positions has been relegated to hiring individuals through the CECF program provided by the LHSAA (Essentially, out-sourcing coaching duties). The LHSAA caps the number of CECF coaches that you can have based on enrollment. Once the cap is reached, schools must rely on faculty or staff to fill duties for athletics. Under LHSAA rules, there is NO cap for faculty or staff coaches, so it is an added benefit to have faculty/staff assume duties. As a former principal at a large school with numerous activities, I often wished I could provide more monetary support to coaches or have an additional supplement to entice qualified faculty and staff to assume coaching duties who would not normally do so. There are so many advantages to having a coach on staff, including, but not limited to, supervision of athletes in transition periods, monitoring grades, completing eligibility, and monitoring discipline. Currently, principals may use the supplement as a whole or divide the supplement up to be used for more coaches. A full-time coach is paid for 202 days of employment. In the absence of a supplement, the sport and/or school must fund the salary of the coach. This is accomplished through fund-raising activities. Of course, this is money that could be spent on the students instead of coaching supplements. Currently the breakdown for coaching supplements is as follows:

- 5A – 4 schools at \$3100 plus 20 days
- 4A – 0
- 3A – 3 schools at \$2,900 plus 20 days
- 2A – 2 schools at \$2,500 plus 20 days
- Class B&C – 2 schools at \$2100 plus 20 days

Table for Assistant Coaching Supplements

Classification	Supplements	Amount	Days (approx..)	Extra Cost for adding one Supplement	Total Cost for Supplements at this Classification
5A	11	\$3,100	\$4500	\$7,600	\$30,400
4A	10	\$2,900	\$4500	\$7,400	\$0
3A	9	\$2,700	\$4500	\$7,200	\$21,600
2A	8	\$2,500	\$4500	\$7,000	\$14,000
B&C	5	\$2,100	\$4500	\$6,600	\$13,200
Total				\$35,800	\$79,220
Total of Additional Supplements Plus benefits: Approximately					\$102,960

It is the recommendation of staff that one full-time assistant coaching supplement be added to each high school in the parish.

Agenda Item #4
Perfect Attendance Incentive Program Update

This item is for informational purposes only. For the first semester, 303 (up from 240) teachers qualified for the perfect attendance incentive of \$200. This is a 26% increase in teachers from last year's qualifiers.

Agenda Item #5
Bus Driver Employee Referral Program

This item is for informational purposes only. The Bus Driver Employee Program has produced 16 drivers and has paid referring employees in our district \$10,000 with an additional \$2,000 to be paid out once some of the drivers reach their 6 month mark on the job.

Agenda Item #6
Consideration of Amendments to Interpreter Salary Schedules

Critical Shortage of Educational Interpreters

Problem: Critical shortage of educational interpreters which leaves our students without service providers

Solution: Provide a salary that will attract qualified interpreters

CPSB Interpreters	Years. Exp.	Gross Monthly	Gross Hourly
1. Recent Hire	1	\$1,844.58	\$15.87
2. Most Experienced	22	\$2,323.42	\$19.99

CPSB 1st year Educational Interpreter

180 days and 7.75 hours/day
Provisional: **\$22,135/year**
\$122.97/day
\$15.87/hour

Qualified: **\$22,960/year**
\$127.57/day
\$16.46/hour

Contract Interpreters

Lafayette: 180 days and 10 hours/day
Provisional: **\$81,000/ year**
\$450.00/day
\$45.00/hour

Qualified: **\$90,000/year**
\$500.00/day
\$50.00/hour

Lake Charles: 180 days and 7.5 hours/day
\$74,250/year
\$412.50/day
\$55.00/day

2017-2018 School Year

7 CPSB interpreters on current pay scale:

$\$22,135 + \$22,135 + \$24,114 + \$24,939 + \$26,325 + \$27,881 + \$27,881 =$ **\$175,410**

5 contract interpreters

$\$90,000 + \$90,000 + \$81,000 + 74,250 + \$60,750 =$ **\$396,000**

TOTAL: \$571,410

Critical Shortage of Educational Interpreters

Facts:

1. The current salary for a CPSB interpreter is \$22,135(provisional certification) and \$22,960 (qualified certification) compared to \$60,750-\$90,000 for contract interpreters.
2. The Deaf/Hard of Hearing (D/HH) Program currently **needs** at least **13** interpreters to service all D/HH students and staff.
3. The D/HH program currently has seven (7) educational interpreters and five (5) contract interpreters covering Maplewood Elementary, College Oaks Elementary, S.J. Welsh Middle School, and A.M. Barbe High School. (There was one additional contract interpreter for three (3) months, but she was terminated due to violating her contract. There was one additional CPSB employee, but she resigned due to finding a better paying job. The school board was unable to replace either.)
4. Interpreters have a specific skill set. When an educational interpreter is absent, a substitute who doesn't know sign language is an inappropriate replacement. In addition, when a contract interpreter is absent, there is no replacement for the contract interpreter. Therefore, the D/HH teachers as well as the department coordinator have ceased job duties in order to provide the deaf/hard of hearing students with required accommodations.
5. Interpreters cover more than 40 different classes at the high school, 14 classes at the middle school, and 5 different grades at the elementary.
6. Clustering deaf/hard of hearing students in elementary and middle school is achievable; however, by high school, clustering does not work when each student can choose a different pathway to graduation. There are 13 students at A.M. Barbe High School requiring the service of an interpreter for the 2017-2018 school year, and there will be 13 students requiring an interpreter at A.M. Barbe High School for the 2018-2019 school year, which means that they will need interpreters for possibly 6 different English classes, 4 social studies, 6 maths, 5 sciences, 4 physical education classes, 7 off-campus classes (LCB, T& I), 2 job training classes, and at least 4 different electives.
7. If we do not have enough school board educational interpreters, the school board will have to pay a higher price in order to hire contract interpreters.

Critical Shortage of Educational Interpreters

Laws:

1. Section 504, 29 U.S.C. § 794, requires programs which receive federal financial assistance to provide accommodations, such as **qualified interpreters**, real-time captioning (CART), assistive listening devices, or other auxiliary aids, to people with disabilities when necessary to ensure effective communication. See also 34 C.F.R. §§ 104.4 and 104.21. Public school systems receive substantial federal financial assistance, so this law applies to them.
 2. Public school system under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA)-- Deaf or hard of hearing students, parents, and others are **entitled to equal access and an equal opportunity** to participate in public school services, programs, and activities. The ADA and Section 504 apply to all programs and activities offered by a school system, including school board meetings, extracurricular programs, teacher conferences, recreational activities, social and cultural activities, adult education, summer school or hobby classes.
 3. The ADA Title II regulations specifically address the obligation of a school board or other public entity to remove communication barriers for deaf individuals:
 - (a) A public entity shall take appropriate steps to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others.
 - (b)(1) **A public entity shall furnish appropriate auxiliary aids and services** where necessary to afford an individual with a disability an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity conducted by a public entity.
 - (2) In determining what type of auxiliary aid and service is necessary, a public entity shall give primary consideration to the requests of the individual with disabilities.
- 28 .F.R. § 35.160.
- The regulations define **“auxiliary aids and services” to include:**
Qualified interpreters, note takers, transcription services, written materials, telephone handset amplifiers, assistive listening devices, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons [TTYs], videotext displays, or other effective methods of making aurally delivered materials available to individuals with hearing impairments; . . . and . . . other similar services and actions.

Critical Shortage of Educational Interpreters

Question and Answers:

1. *What does an educational interpreter do?*

They interpret for all academic classes (English, Biology, Chemistry, Geometry, Carpentry, Culinary Arts, Web Design, etc.), field trips, IEP meetings, assemblies, after school activities, athletic events, etc for our Deaf/hard of hearing students.

HOWEVER, due to the critical shortage of interpreters in Calcasieu Parish, CPSB educational interpreters have been asked to interpret at other schools if a parent/guardian is Deaf, and they interpret with all meetings and inservices for deaf staff in order to fulfill the school board's ADA requirements of having an interpreter present to the deaf. This is not in their job description as they are hired solely to interpret for students.

2. *What are the requirements for becoming an educational interpreter?*

Educational interpreters must pass a pre-hire Educational Interpreter Performance Assessment (EIPA) screening in order to work for CPSB. Once they pass the screening, they apply for a provisional ancillary certificate through LA Dept. of Education. Within the next year, they must apply for a qualified ancillary certificate and score higher than a 3.0 on the EIPA performance assessment and pass the written portion of the EIPA in order to work for CPSB. In order to maintain their license, they must accrue 90 continuing education units every 5 years.

If an individual holds national certification, they must accrue 80 hours every 4 years.

3. *How many educational interpreters does the school system employ now?*

There are currently 7 CPSB educational interpreters and 5 contract interpreters.

4. *How many educational interpreters will the Deaf/Hard of Hearing Department have next year, and how many are needed?*

The D/HH program will have 6 interpreters in the fall due to one retiring. At least 13 interpreters are needed for the 2018-2019 school year in order to provide sufficient services to the students.

5. *What is the D/HH Program asking?*

A base salary of \$18/hour for provisional educational interpreters, \$20/hour for qualified educational interpreters with an EIPA score of 3.0 - 3.4, \$25/hour for qualified educational interpreters with an EIPA score of 3.5 and higher, and teacher pay for qualified educational interpreters with an EIPA score of 4.0+ and a Bachelor's degree.

INTERPRETER**2017-2018**

IT

	2	3	4
	STATE	STATE	NATIONAL
	CERTIFICATION	CERTIFICATION	CERTIFICATION
<u>STEP</u>	<u>PROVISIONAL</u>	<u>QUALIFIED</u> <u>NO DEGREE</u>	<u>NO DEGREE</u>
1	22,135	22,960	23,785
2	22,329	23,154	23,979
3	22,524	23,349	24,174
4	22,718	23,543	24,368
5	22,967	23,792	24,617
6	23,176	24,001	24,826
7	23,371	24,196	25,021
8	23,565	24,390	25,215
9	23,802	24,627	25,452
10	24,114	24,939	25,764
11	24,426	25,251	26,076
12	24,849	25,674	26,499
13	25,169	25,994	26,819
14	25,500	26,325	27,150
15	25,693	26,518	27,343
16	25,885	26,710	27,535
17	26,078	26,903	27,728
18	26,270	27,095	27,920
19	26,463	27,288	28,113
20	26,655	27,480	28,305
21	26,848	27,673	28,498
22+	27,049	27,881	28,711

Adopted by Calcasieu Parish School Board 1/17/2012

Critical Shortage of Educational Interpreters

Proposed Salary Schedule (\$18-Teacher Pay)

Step	Provisional Educational Interpreter (\$18/hour)	Qualified Educational Interpreter (EIPA Score: 3.0-3.4) (\$20/hour)	Qualified Educational Interpreter (EIPA Score: 3.5+) (\$25/hour)	Qualified Educational Interpreter (EIPA Score: 4.0+) AND Bachelor's Degree (Teacher Pay)
1	\$25,110	\$27,900	\$34,875	\$43,461
2	25,310	28,100	35,075	43,661
3	25,510	28,300	35,275	43,861
4	25,710	28,500	35,475	44,061
5	25,910	28,700	35,675	44,261
6	26,110	28,900	35,875	44,461
7	26,310	29,100	36,075	44,661
8	26,510	29,300	36,275	44,861
9	26,710	29,500	36,475	45,061
10	26,910	29,700	36,675	45,261
11	27,110	29,900	36,875	45,461
12	27,310	30,100	37,075	45,661
13	27,510	30,300	37,275	45,861
14	27,710	30,500	37,475	46,061
15	27,910	30,700	37,675	46,261
16	28,110	30,900	37,875	46,461
17	28,310	31,100	38,075	46,661
18	28,510	31,300	38,275	46,861
19	28,710	31,500	38,475	47,061
20	28,910	31,700	38,675	47,261
21	29,310	31,900	38,875	47,461
22	29,510	32,100	39,075	47,661
23	29,710	32,300	40,275	47,861
24	29,910	32,500	40,475	48,061
25	30,110	32,700	40,675	48,261
26	30,310	32,900	40,875	48,461
27	30,510	33,100	41,075	48,661

Agenda Item #7a
Legislative Policy Updates
DFN – Sale of Buildings and Land

School Boards may now utilize the services of real estate brokers when selling land and building no longer needed for use by the school Board. With the passage of Acct 249, School Boards have the option of using public auction or sealed bids, or contracting with a licensed real estate broker and appraiser.

FILE: DFN
Cf: DIC, DFM

SALE OF BUILDINGS AND LAND

~~The Calcasieu Parish School Board may sell, or otherwise dispose of, at public or private sale, for cash or on terms of credit, any school site, building, facility, or other property which is not used and, in the judgment of the School Board, is not needed in the operation of any school or schools within the district. Any such sale, lease, or disposal of such school property shall be on such terms and conditions and for such consideration as the School Board shall prescribe.~~

Whenever the Calcasieu Parish School Board determines that any school lands or other immovable property under its control are no longer needed for school purposes and that the best interest of the School Board would be served by the sale of such lands, the School Board shall have authority to dispose of such lands at public auction, under sealed bids, or by a licensed real estate broker.

The School Board may obtain appraisals from up to three (3) Louisiana state-licensed commercial real estate appraisers to ascertain the current value of the property.

The appraisals shall be obtained within six (6) months prior to conducting the sale of the property.

PROCEDURES

Real estate that has been declared as no longer needed for public school purposes shall be disposed of as outlined below:

1. Sale Utilizing Public Auction or Sealed Bids

- A. At least one (1) real estate appraisal shall be obtained reflecting the fair market value.
 - B. Local governmental authorities shall be notified that such property is no longer needed for school purposes and invited to submit a proposal if there is a need for such property.
 - C. Advertisement for sealed bids shall be published in the School Board's official journal on at least three (3) separate days for at least thirty (30) days prior to the date the land is to be offered for sale, or as otherwise provided for in state law.
 - D. Upon receipt and opening of bids at the time designated, all bids shall be considered by the School Board and the property sold to the highest bidder in accordance with such terms and conditions as the School Board shall determine. The School Board shall reserve the right to reject any and all bids.
- 1) The first time the School Board offers a particular property for sale, the minimum bid shall be eighty-five percent (85%) of the appraised value of the property.
 - 2) If the School Board fails to sell the property because the maximum bid received was not equal to or greater than the minimum bid in item [A D 1](#)) above, the School Board may make a second effort to sell the property. The minimum bid for a second effort to sell the same property shall be eighty percent (80%) of the appraised value.
 - 3) If the School Board has twice failed to sell property because the maximum bid received was not equal to or greater than the minimum bid provided above, there shall be no minimum bid at the third effort to sell the property, and the School Board may sell the property to the highest bidder.

2. Sale of School Board Property Utilizing Real Estate Broker

- A. In lieu of public auction or sealed bids, and when it is in the best interest of the School Board, the School Board may contract for the services of a licensed real estate broker to conduct the sale of the property. The licensed commercial real estate broker shall be selected utilizing a request for quotes/qualifications process based on the following minimum qualifications:
 - Licensed within the State of Louisiana;
 - Ability to provide substantial real estate-related analytical data and financial information; and
 - Well-established local and regional business relationships and partnerships to promote effective business solutions.
- B. The term of the contract shall not exceed six (6) months. A minimum sale price and a time period within which the sale is to occur shall be specified by the School Board as conditions of the contract. Payment to the real estate broker for conducting the sale shall not exceed five percent (5%) of the sale price and shall be contingent upon completion of the sale in accordance with the

terms and conditions of the contract. The School Board shall have the right to cancel the contract at any time for any reason prior to the sale and conduct the sale as otherwise provided by law.

C. No member or immediate family, as defined in La. Rev. Stat. Ann. §42:1102, of the School Board or legislature shall perform the services of appraiser or real estate broker authorized by this Section.

The deed evidencing act of sale executed by the President of the School Board shall be full and complete evidence of the sale, shall convey a good and valid title to the property sold, and shall have the force and effect of a notarial act.

SIXTEENTH SECTION LANDS

The Calcasieu Parish School Board shall conduct all elections to authorize the sale of sixteenth section land and the funds realized from the sale of such land, after deduction for necessary expenses connected with such elections, shall be promptly forwarded to the state auditor. These funds shall be credited to the general school funds of the School Board.

Revised: November, 2010

Revised and Recoded: January, 2013

Revised: November, 2017

Ref: La. Rev. Stat. Ann. "17:87, 17:87.6, [41:640](#), 41:891, 41:892; Board minutes, 2-8-11, 2-5-13.

FILE: DFN
Cf: DIC, DFM

SALE OF BUILDINGS AND LAND

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- C. Advertisement for sealed bids shall be published in the School Board's official journal on at least three (3) separate days for at least thirty (30) days prior to the date the land is to be offered for sale, or as otherwise provided for in state law.
- D. Upon receipt and opening of bids at the time designated, all bids shall be considered by the School Board and the property sold to the highest bidder in accordance with such terms and conditions as the School Board shall determine. The School Board shall reserve the right to reject any and all bids.
 - 1) The first time the School Board offers a particular property for sale, the minimum bid shall be eighty-five percent (85%) of the appraised value of the property.
 - 2) If the School Board fails to sell the property because the maximum bid received was not equal to or greater than the minimum bid in item D 1) above, the School Board may make a second effort to sell the property. The minimum bid for a second effort to sell the same property shall be eighty percent (80%) of the appraised value.
 - 3) If the School Board has twice failed to sell property because the maximum bid received was not equal to or greater than the minimum bid provided above, there shall be no minimum bid at the third effort to sell the property, and the School Board may sell the property to the highest bidder.

2. Sale of School Board Property Utilizing Real Estate Broker

- A. In lieu of public auction or sealed bids, and when it is in the best interest of the School Board, the School Board may contract for the services of a licensed real estate broker to conduct the sale of the property. The licensed commercial real estate broker shall be selected utilizing a request for quotes/qualifications process based on the following minimum qualifications:
 - Licensed within the State of Louisiana;
 - Ability to provide substantial real estate-related analytical data and financial information; and
 - Well-established local and regional business relationships and partnerships to promote effective business solutions.

- B. The term of the contract shall not exceed six (6) months. A minimum sale price and a time period within which the sale is to occur shall be specified by the School Board as conditions of the contract. Payment to the real estate broker for conducting the sale shall not exceed five percent (5%) of the sale price and shall be contingent upon completion of the sale in accordance with the terms and conditions of the contract. The School Board shall have the right to cancel the contract at any time for any reason prior to the sale and conduct the sale as otherwise provided by law.
- C. No member or immediate family, as defined in La. Rev. Stat. Ann. §42:1102, of the School Board or legislature shall perform the services of appraiser or real estate broker authorized by this Section.

The deed evidencing act of sale executed by the President of the School Board shall be full and complete evidence of the sale, shall convey a good and valid title to the property sold, and shall have the force and effect of a notarial act.

SIXTEENTH SECTION LANDS

The Calcasieu Parish School Board shall conduct all elections to authorize the sale of sixteenth section land and the funds realized from the sale of such land, after deduction for necessary expenses connected with such elections, shall be promptly forwarded to the state auditor. These funds shall be credited to the general school funds of the School Board.

Revised: November, 2010

Revised and Recoded: January, 2013

Revised: November, 2017

Ref: La. Rev. Stat. Ann. "17:87, 17:87.6, 41:640, 41:891, 41:892; Board minutes, 2-8-11, 2-5-13.

Agenda Item #7b
Legislative Policy Updates
ECA – Authorized Use of Equipment

This new policy allows School Boards, with the use of a cooperative endeavor agreement, to share equipment with another public entity without expending funds for such use.

NEW POLICY

FILE:

ECA

AUTHORIZED USE OF EQUIPMENT

SHARING OF EQUIPMENT BETWEEN PUBLIC ENTITIES

Notwithstanding any other provisions of law to the contrary, the School Board may share equipment with another public entity without having to expend funds for such use, provided that both entities have executed a *cooperative endeavor agreement* for the use of the equipment.

The cooperative endeavor agreement shall set forth in reasonable detail the obligations of the parties and shall:

1. Identify the equipment that will be shared.
2. Explain the use of the equipment and the approximate length of time for use of the equipment by the requesting public entity.
3. Address the responsibility for repairing or replacing the equipment when the equipment becomes inoperable for its intended use due to a mechanical or other breakdown while in the possession of the requesting public entity.
4. Include a hold harmless provision releasing the lending public entity from expenses, damages, or losses arising from the use of the equipment.

When an emergency situation is declared and public entities need to share equipment, the provisions above requiring a cooperative agreement shall not be required, provided the public entities share the equipment in good faith relative to the emergency situation.

PERSONAL USE OF SCHOOL EQUIPMENT

It is the policy of the Calcasieu Parish School Board that no School Board equipment shall be removed or taken home for personal use. Any employee who has a need to take equipment home or to another site for school-

related purposes shall obtain written permission from his/her principal, supervisor, or Superintendent. A copy of the approval shall be maintained on file in the appropriate office for three (3) years. Equipment used in this manner shall be returned to its assigned work location immediately upon completion of usage and the date of return shall be noted on the approval form.

LOANING OF SCHOOL EQUIPMENT

Principals may approve the loaning of items such as tables, chairs, and non-depreciating items to outside school organizations or groups that may be sponsoring a school-related activity on or away from the school campus.

The proper form shall be completed and kept at the school site specifying: item(s) borrowed, date item(s) borrowed, number of each item borrowed, signature of person receiving item(s), date item(s) returned, and signature of person verifying item(s) returned.

TRANSFER OF SCHOOL PROPERTY

When an employee leaves a work site, either through transfer, resignation, or retirement, only personal property items belonging to the employee may be taken from his/her work site. Materials and equipment purchased with School Board or school funds shall remain at the site for which they were purchased.

In the case of items of technology, the building administrator shall inquire to the School Board's Technology Department to determine transfer eligibility for these items. The nature of funding source along with the scope of the project used to obtain this equipment shall determine whether or not certain items may be transferred to another School Board site along with the employee.

In any case, the employee must seek the permission of the building administrator before removing any materials from the site. As usual, should any item be transferred to any other site, the proper disposition sheet(s) shall be completed and forwarded to the inventory specialist for accountability.

Additionally, equipment and/or supplies purchased or fabricated and donated by auxiliary and/or support organizations become the property of the Calcasieu Parish School Board and are therefore governed by this policy.

New policy: November, 2017

Ref: La. Rev. Stat. Ann. §§17:81, 33:4712.17.

FILE:

ECA

AUTHORIZED USE OF EQUIPMENT

SHARING OF EQUIPMENT BETWEEN PUBLIC ENTITIES

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New policy: November, 2017

Ref: La. Rev. Stat. Ann. §§17:81, 33:4712.17.

Agenda Item #7c
Legislative Policy Updates
GBC – Recruitment

A section allowing a district judge or district attorney to approve a recommendation from the superintendent to hire a person who was convicted or plead no contendere to crimes listed in La. Rev. Stat. 15:587, has been removed from this policy.

FILE: GBC
Cf: GBBA, GBD

RECRUITMENT

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

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

APPLICATIONS

Applications submitted for positions within the jurisdiction of the School Board shall be maintained on active status for a period of one (1) year from the date of receipt by the personnel department. Each individual seeking employment shall complete and submit the appropriate application designed for the position sought, and an employee seeking reassignment or promotion shall file the appropriate documents in a timely manner for each position sought.

Disclosure of Information by Applicant

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

1. All actual cases of sexual misconduct with a minor or student by the applicant.
2. All instances of *sexual misconduct with students*, as defined by the Louisiana Board of Elementary and Secondary Education (BESE), and outlined in the *Louisiana Handbook for School Administrators*, Bulletin 741, committed by the applicant, if any, if such employer is/was a city, parish, or other local public School Board.

3. All investigations of sexual misconduct by the applicant with a minor or student that occurred within thirty-six (36) months prior to the applicant's resignation, dismissal, or retirement from employment.
4. All actual or investigated cases of *abuse* or *neglect* committed by the applicant, if any, if such employer is/was the Louisiana School for the Deaf, the Louisiana School for the Visually Impaired, or the Louisiana Special Education Center.

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

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

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

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

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

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

Disclosure of Applicant's Records

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

Bus Operators

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

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

CRIMINAL HISTORY OF APPLICANTS

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

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

1. No person who has been convicted of or has plead *nolo contendere* to crimes listed in La. Rev. Stat. Ann. §15:587.1 shall be hired as a teacher, substitute teacher, bus ~~driver~~ operator, substitute bus ~~driver~~ operator, or janitor, or as a temporary, part-time, or permanent school employee of any kind, ~~unless approved in writing by a district judge and the district attorney with jurisdiction in this parish, or if employed on an emergency basis, unless approved in writing by the Superintendent. Any such statement of approval shall be kept on file at all times at the location wherein the employee is assigned and shall be produced upon request by any law enforcement officer.~~
2. For the purposes of reviewing the criminal history of prospective employees, any person employed to provide cafeteria, transportation, janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the school system.
3. Every such prospective employee shall be subjected to fingerprinting and each person's fingerprints shall be submitted to the proper authorities for a criminal history review.
4. A person who has submitted his/her fingerprints may be temporarily hired pending the results of the inquiry, subject to the approval of the Superintendent.

5. Upon the final conviction or upon a plea of *nolo contendere* of any crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74 (criminal neglect of family), any teacher may be dismissed following a review held in accordance with statutory provision.
6. Any other school employee if such employee is convicted of or pleads *nolo contendere* to crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, may be dismissed.
7. A teacher or any other School Board employee shall report any final conviction or plea of guilty or *nolo contendere* to any criminal offense, excluding traffic offenses, to the School Board within forty-eight (48) hours of conviction or plea.
8. The Superintendent, or principal with the approval of the Superintendent, may reemploy a teacher or other school employee who has been convicted of crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, **only** upon written approval of a district judge and the district attorney who has jurisdiction in this school district, or upon written documentation from the court in which the conviction occurred stating that the conviction had been reversed, set aside, or vacated.

Revised: November, 2006

Revised: June, 2012

Revised: November, 2017

Ref: La. Rev. Stat. Ann. "15:587, 15:587.1, 17:15, 17:24.2, 17:81, 17:81.9, 17:83, 17:430, 17:3884, 23:291, 42:1119, 44:12.1, 44:31, 44:31.1, 44:32, 44:33, 44:34; La. Children's Code, Art. 603, 606; Board minutes, 2-6-07, 8-7-12.

FILE: GBC
Cf: GBBA, GBD

RECRUITMENT

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

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

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Applications submitted for positions within the jurisdiction of the School Board shall be maintained on active status for a period of one (1) year from the date of receipt by the personnel department. Each individual seeking employment shall complete and submit the appropriate application designed for the position sought, and an employee seeking reassignment or promotion shall file the appropriate documents in a timely manner for each position sought.

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4. All actual or investigated cases of *abuse* or *neglect* committed by the applicant, if any, if such employer is/was the Louisiana School for the Deaf, the Louisiana School for the Visually Impaired, or the Louisiana Special Education Center.

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

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

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

Any information obtained by the School Board as a result of the signed release statement and request outlined above shall be used by the Superintendent *only* for the purpose of evaluating an applicant's qualifications for

employment in the position for which he/she has applied, is not subject to the state public records statutes, and shall not be disclosed to any person, other than the applicant, who is not directly involved in the process of evaluating the applicant's qualifications for employment.

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

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

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

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

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

CRIMINAL HISTORY OF APPLICANTS

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

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

1. No person who has been convicted of or has plead *nolo contendere* to crimes listed in La. Rev. Stat. Ann. §15:587.1 shall be hired as a teacher, substitute teacher, bus operator, substitute bus operator, or janitor, or as a temporary, part-time, or permanent school employee of any kind.
2. For the purposes of reviewing the criminal history of prospective employees, any person employed to provide cafeteria, transportation, janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the school system.
3. Every such prospective employee shall be subjected to fingerprinting and each person's fingerprints shall be submitted to the proper authorities for a criminal history review.
4. A person who has submitted his/her fingerprints may be temporarily hired pending the results of the inquiry, subject to the approval of the Superintendent.
5. Upon the final conviction or upon a plea of *nolo contendere* of any crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74 (criminal neglect of family), any teacher may be dismissed following a review held in accordance with statutory provision.
6. Any other school employee if such employee is convicted of or pleads *nolo contendere* to crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, may be dismissed.
7. A teacher or any other School Board employee shall report any final conviction or plea of guilty or *nolo contendere* to any criminal offense, excluding traffic offenses, to the School Board within forty-eight (48) hours of conviction or plea.
8. The Superintendent, or principal with the approval of the Superintendent, may reemploy a teacher or other school employee who has been convicted of crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, **only** upon written approval of a district judge and the district attorney who has jurisdiction in this school district, or upon written documentation from the court in which the conviction occurred stating that the conviction had been reversed, set aside, or vacated.

Revised: November, 2006

Revised: June, 2012

Revised: November, 2017

Ref: La. Rev. Stat. Ann. "15:587, 15:587.1, 17:15, 17:24.2, 17:81, 17:81.9, 17:83, 17:430, 17:3884, 23:291, 42:1119, 44:12.1, 44:31, 44:31.1, 44:32, 44:33, 44:34; La. Children's Code, Art. 603, 606; Board minutes, 2-6-07, 8-7-12.

Agenda Item #7d
Legislative Policy Updates
GBRIB – Sick Leave

Act 227 has made changes to statutory language regarding additional leave provided for disability as a result of physical assault and battery, or physical contact with a student, and provides for certification of such disability. This policy now has a terminology section for different types of employees that are impacted by the policy.

FILE: GBRIB

Cf: EGAA, GBRIBB

SICK LEAVE

The Calcasieu Parish School Board shall grant all employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness or other emergencies without loss of pay in accordance with the following schedule:

<u>Months Employed</u>	<u>Sick Leave Days per Year</u>
9	10
10	11
11	11
12	12

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

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

All other employees (10, 11, and 12 month employees) will be given a minimum of 10, 11, or 12 days which will be based on the employee's hire date. If hired after the appropriate starting time, their sick leave will be prorated from a schedule established by the Personnel Department.

TERMINOLOGY

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

(information in green moved from below)

Teacher:

A teacher shall mean any person employed by the School Board who holds a valid teaching certificate issued by the Louisiana Department of Education and or any social worker, guidance counselor, or school psychologist employed by the School Board who holds, as applicable, a valid professional ancillary certificate in social work, guidance counseling, or school psychology issued by the Louisiana Department of Education.

Bus Driver

A bus operator shall mean any person employed by the School Board who operates a school bus transporting children under the supervision of the School Board.

School Employee:

A school employee shall mean any person employed by the School Board who is not a teacher or whose employment does not require the holding of a teacher's certificate or who is not employed as a bus driver operator.

The use of the term employee shall include all three categories of personnel.

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

Excuses for employee absences due to illness or injury must be provided on physician's letterhead containing the physician's name, address, and telephone number, typed, printed, or as part of the letterhead. The physician's typed or neatly printed name shall also appear beneath his/her signature. The letter must clearly state the reason for the ~~disability~~ illness or injury, date of the ~~disability~~ illness or injury, and the anticipated return-to-work date.

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

SICK LEAVE FOR EMERGENCIES

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

1. serious illness or disability of immediate family (spouse or children);
2. serious illness or disability of the employee's parents or those to the spouse, brothers and sisters or those of the spouse; or
3. wedding of the employee.

Emergencies not listed shall be considered by the Superintendent.

EXTENDED SICK LEAVE

The School Board shall permit employees to take up to ninety (90) days of extended sick leave in each six-year period of employment which may be used for a medical necessity at any time the employee has **no** remaining regular sick leave balance at the time the extended sick leave is set to begin. The initial six-year period of employment shall begin on August 15, 1999 for all *teachers* and *bus drivers operators* employed as of that date, on August 15, 2008 for *school employees* ~~(not a teacher or whose employment does not require a teacher's certificate, or who is not employed as a bus driver)~~ employed as of that date, or on the effective date of employment for those employees employed after the dates above. All decisions relative to the granting of extended sick leave shall be made by the Superintendent.

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

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

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

Definitions

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

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

Infant means a child under one year of age.

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

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

Extended Sick Leave for Maternity Purposes

Each *teacher* granted maternity leave in accordance with state law and who has no remaining sick leave available may also be granted up to (30) days of additional extended sick leave in each six-year period of employment for personal illness relating to pregnancy, illness of an infant, or for required medical visits certified by a physician as relating to infant or maternal health.

Gainful Employment Permitted

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

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

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

Application Process

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

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

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

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

(Information in green moved below)

1. ~~Upon review of the application, if the School Board or Superintendent questions the validity or accuracy of the certification, the School Board or Superintendent may require the employee, or the immediate family member, as a condition for continued extended sick leave, to be examined by a licensed physician selected by the School Board or Superintendent. In such case, the School Board shall pay all costs of the examination and any tests determined to be necessary. If the physician finds medical necessity, the leave shall be granted.~~
2. ~~If the selected physician disagrees with the original medical certification from the physician selected by the employee, then the School Board or Superintendent may require the employee, or immediate family member, as 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 School Board or Superintendent. All costs of an examination and any required tests by a third doctor shall be paid by the School Board. The final determination of medical necessity shall be based on the opinion of the third physician.~~
3. ~~The opinion of *all* physicians consulted in determining medical necessity of the extended sick leave shall be submitted to the School Board or Superintendent in the form of a **sworn statement**. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.~~

SICK LEAVE FOR ASSAULT OR BATTERY

Any employee of the public schools 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~~ A teacher shall be required to provide a certificate from a physician certifying ~~such injury and incapacitation~~ the disability. A bus operator or school employee shall be required to present certification of the disability from a physician if the bus operator or school employee is absent for six (6) or more consecutive days as a result of the disability.

Disability, for purposes of this policy, shall mean the inability to perform the essential functions of the job.

The sick leave authorized shall be in addition to all other sick leave authorized herein, shall not be accumulated from year to year, nor shall such additional sick leave be compensated for at death or retirement, or compensated for in any manner except as set forth above.

The School Board shall not reduce the pay or accrued sick leave of any employee who is absent from his/her duties to seek medical attention or treatment as a result of an injury from assault or battery.

If the employee's physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the employee's leave shall be granted or continued as provided by statute.

If any *teacher or school employee*, but **not** a *bus operator* is receiving sick leave as a result of assault or battery as provided in this section and begins receiving retirement benefits, the sick leave provided herein shall cease.

SICK LEAVE FOR PHYSICAL CONTACT WITH A STUDENT

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

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

The School Board shall not reduce the pay or accrued sick leave of any *teacher* or *school employee* who is absent from his/her duties to seek medical attention or treatment as a result of an injury from physical contact with a student.

If the *teacher's* or *school employee's* physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the *teacher's* or *school employee's* leave shall be granted or continued as provided by statute.

VALIDITY OF PHYSICIAN'S CERTIFICATION

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

Any further review of medical certification shall proceed as follows:

(Information in green moved from above)

1. Upon review of the ~~application~~ physician's certification submitted, if the School Board or Superintendent questions the validity or accuracy of the certification, the School Board or Superintendent may require the employee, or the immediate family member, as a condition for ~~continued extended~~ taking the applicable sick leave, to be examined by a licensed physician selected by the School Board or Superintendent. ~~In such case, the School Board shall pay all costs of the examination and any tests determined to be necessary.~~ If the physician finds medical necessity or certifies the disability, the leave shall be granted.
2. If the selected physician disagrees with the original medical certification from the physician selected by the employee, then the School Board or Superintendent may require the employee, or immediate family member, as a condition for ~~continued extension of~~ taking the applicable sick leave, to be examined by a ~~third~~ licensed physician, whose name appears next in the rotation of physicians on a list established by

the local medical society and maintained by the School Board or Superintendent. ~~All costs of an examination and any required tests by a third doctor shall be paid by the School Board.~~ The final determination of medical necessity or certification of a disability shall be based on the opinion of the third physician.

3. In the determination of the validity of a physician's certification, the opinion of *all* physicians consulted in determining medical necessity of the extended sick leave shall be submitted to the School Board or Superintendent in the form of a **sworn statement**. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.

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

SICK LEAVE/WORKERS' COMPENSATION

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

VESTING OF SICK LEAVE

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

PAYMENT UPON RETIREMENT OR DEATH

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

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

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

DEFINITIONS

(Information in green moved to page 1)

~~Teacher:~~

~~Any person employed by the School Board who holds a valid teaching certificate issued by the Louisiana Department of Education and any social worker, guidance counselor, or school psychologist employed by the School Board who holds a valid professional ancillary certificate in social work, guidance counseling, or school psychology issued by the Louisiana Department of Education.~~

~~Bus Driver:~~

~~Any person employed by the School Board who operates a school bus transporting children under the supervision of the School Board.~~

~~School Employee:~~

~~Any person employed by the School Board who is not a teacher or whose employment does not require the holding of a teacher's certificate or who is not employed as a bus driver.~~

Revised: December, 1991

Revised: January, 2010

Revised: December, 1995

Revised: July, 2010

Revised: June, 1999

Revised: September, 2012

Revised: August, 1999

Revised: September 9, 2014

Revised: September, 1999

Revised: November, 2017

Revised: August, 2001

Revised: September, 2001

Revised: June, 2003

Revised: September, 2004

Revised: September, 2008

Ref: La. Rev. Stat. Ann. "14:125, 17:425, 17:425.1, 17:500, 17:500.1, 17:500.2, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1, 17:1206.2; Board minutes, 3-17-92, 6-5-01, 3-11-03, 12-7-04, 10-7-08, 1-12-10, 7-13-10, 10-2-12, 9-9-14.

FILE: GBRIB

Cf: EGAA, GBRIBB

SICK LEAVE

The Calcasieu Parish School Board shall grant all employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness or other emergencies without loss of pay in accordance with the following schedule:

<u>Months Employed</u>	<u>Sick Leave Days per Year</u>
9	10
10	11
11	11
12	12

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

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

All other employees (10, 11, and 12 month employees) will be given a minimum of 10, 11, or 12 days which will be based on the employee's hire date. If hired after the appropriate starting time, their sick leave will be prorated from a schedule established by the Personnel Department.

TERMINOLOGY

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

A *teacher* shall mean any person employed by the School Board who holds a valid teaching certificate or any social worker, guidance counselor, or school psychologist employed by the School Board who holds, as applicable, a valid professional ancillary certificate.

A *bus operator* shall mean any person employed by the School Board who operates a school bus transporting children under the supervision of the School Board.

A *school employee* shall mean any person employed by the School Board who is not a teacher or whose employment does not require the holding of a teacher's certificate or who is not employed as a bus operator.

The use of the term *employee* shall include all three categories of personnel.

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

Excuses for employee absences due to illness or injury must be provided on physician's letterhead containing the physician's name, address, and telephone number, typed, printed, or as part of the letterhead. The physician's typed or neatly printed name shall also appear beneath his/her signature. The letter must clearly state the reason for the illness or injury, date of the illness or injury, and the anticipated return-to-work date.

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

SICK LEAVE FOR EMERGENCIES

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

1. serious illness or disability of immediate family (spouse or children);
2. serious illness or disability of the employee's parents or those to the spouse, brothers and sisters or those of the spouse; or
3. wedding of the employee.

Emergencies not listed shall be considered by the Superintendent.

EXTENDED SICK LEAVE

The School Board shall permit employees to take up to ninety (90) days of extended sick leave in each six-year period of employment which may be used for a medical necessity at any time the employee has **no** remaining regular sick leave balance at the time the extended sick leave is set to begin. The initial six-year period of employment shall begin on August 15, 1999 for all *teachers* and *bus operators* employed as of that date, on August 15, 2008 for *school employees* employed as of that date, or on the effective date of employment for those employees employed after the dates above. All decisions relative to the granting of extended sick leave shall be made by the Superintendent.

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

Interruptions of service between periods of employment with a public school employer shall not be included in any calculation of a six-year period, such that any employment with any public school employer, regardless of

when it occurs, shall be included in any determination of the balance of days of extended sick leave available to the employee.

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

Definitions

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

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

Infant means a child under one year of age.

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

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

Extended Sick Leave for Maternity Purposes

Each *teacher* granted maternity leave in accordance with state law and who has no remaining sick leave available may also be granted up to (30) days of additional extended sick leave in each six-year period of employment for personal illness relating to pregnancy, illness of an infant, or for required medical visits certified by a physician as relating to infant or maternal health.

Gainful Employment Permitted

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

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

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

Application Process

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

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

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

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

SICK LEAVE FOR ASSAULT OR BATTERY

Any employee of the public schools who is disabled while acting in his/her official capacity as a result of an assault or battery by any student or person shall receive sick leave without reduction in pay, and without reduction in accrued sick leave days while disabled as a result of such assault and battery. A *teacher* shall be required to provide a certificate from a physician certifying the disability. A *bus operator* or *school employee* shall be required to present certification of the disability from a physician if the bus operator or school employee is absent for six (6) or more consecutive days as a result of the disability.

Disability, for purposes of this policy, shall mean the inability to perform the essential functions of the job.

The sick leave authorized shall be in addition to all other sick leave authorized herein, shall not be accumulated from year to year, nor shall such additional sick leave be compensated for at death or retirement, or compensated for in any manner except as set forth above.

The School Board shall not reduce the pay or accrued sick leave of any employee who is absent from his/her duties to seek medical attention or treatment as a result of an injury from assault or battery.

If the employee's physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the employee's leave shall be granted or continued as provided by statute.

If any *teacher* or *school employee*, but **not** a *bus operator* is receiving sick leave as a result of assault or battery as provided in this section and begins receiving retirement benefits, the sick leave provided herein shall cease.

SICK LEAVE FOR PHYSICAL CONTACT WITH A STUDENT

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

The School Board shall not reduce the pay or accrued sick leave of any *teacher* or *school employee* who is absent from his/her duties to seek medical attention or treatment as a result of an injury from physical contact with a student.

If the *teacher's* or *school employee's* physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the *teacher's* or *school employee's* leave shall be granted or continued as provided by statute.

VALIDITY OF PHYSICIAN'S CERTIFICATION

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

Any further review of medical certification shall proceed as follows:

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

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

SICK LEAVE/WORKERS' COMPENSATION

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

VESTING OF SICK LEAVE

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

PAYMENT UPON RETIREMENT OR DEATH

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

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

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

Revised: December, 1991

Revised: January, 2010

Revised: December, 1995

Revised: July, 2010

Revised: June, 1999

Revised: September, 2012

Revised: August, 1999

Revised: September 9, 2014

Revised: September, 1999

Revised: November, 2017

Revised: August, 2001

Revised: September, 2001

Revised: June, 2003

Revised: September, 2004

Revised: September, 2008

Ref: La. Rev. Stat. Ann. "14:125, 17:425, 17:425.1, 17:500, 17:500.1, 17:500.2, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1, 17:1206.2; Board minutes, 3-17-92, 6-5-01, 3-11-03, 12-7-04, 10-7-08, 1-12-10, 7-13-10, 10-2-12, 9-9-14.

Agenda Item #7e

Legislative Policy Updates IDCJ – Supplemental Educational Services

Once required by NCLB for eligible students in schools rated academically unacceptable, the federal statute authorizing supplemental educational services has been repealed by ESSA – Every Student Succeeds Act.

RECOMMENDED FOR DELETION

FILE: IDCJ

Cf: JBCE

SUPPLEMENTAL EDUCATIONAL SERVICES

The Calcasieu Parish School Board may offer parents of eligible children in schools identified in school improvement, opportunities for higher academic achievement through supplemental educational services (SES).

Supplemental educational services (SES) are additional academic instruction in reading, language arts/English, and/or mathematics that are designed to increase the academic achievement of students in schools in need of improvement. These services may include academic assistance such as tutoring, remediation and other educational interventions that are consistent with the content and instruction used by the Calcasieu Parish School Board, and which are aligned with the State of Louisiana's academic content standards. In keeping with provisions of the *No Child Left Behind Act of 2001*(NCLB), all supplemental educational services shall be provided outside of the regular school day, before or after school, on weekends, or in the summer, and shall be of high quality, research-based, and specifically designed to increase student academic achievement.

School Boards with schools rated as *Academically Unacceptable* may offer supplemental educational services as part of their school improvement efforts. If utilized, the School Board shall notify parents about SES and explain the process and the scope of services. If SES is to be utilized in a school rated F, the SES provider shall be selected by the School Board from a state-approved list of providers published by the Louisiana Department of Education.

Supplemental educational services shall be offered until the school in question is no longer identified for school improvement according to the requirements of NCLB.

New policy: June, 2008

Revised: December 8, 2015

Ref: 20 USC 6316 (*No Child Left Behind Act of 2001*, Section 1116); Board minutes, 8-5-08, 12-8-15.

Agenda Item # 7f
Legislative Policy Updates
English Learner Program

This policy has been renamed as English Learner Program. The policy now reflects that School Boards shall have a plan for this program.

FILE: IDDH
Cf: JQL

~~LIMITED~~ ENGLISH ~~PROFICIENCY~~ LEARNER PROGRAM

The Calcasieu Parish School Board recognizes that the inability to speak and understand the English language limits the student's effective participation in the educational programs of the school district. Students whose primary languages are languages other than English shall be provided special assistance, in conformity with applicable Federal and State statutes and regulations, until they are able to use English in a manner that allows effective, relevant participation in regular classroom instruction.

The School Board shall maintain a plan to serve English Learners (EL) to ensure that immediately upon enrollment, students have access to any specialized language instructional program. The plan shall also provide resources to support the specialized language instructional program and student's academic achievement. In the plan, the School Board shall outline how it will:

- identify English Learners;
- design an effective program reflective of English Learners' needs;
- employ appropriate English-as-a-second-language or bilingual personnel (or both);
- align the instruction of English Learners to state and local content standards; and
- provide ongoing authentic assessments to ascertain student's growth in English proficiency and in the comprehension of academic content.

Parents shall be notified of their children's eligibility for the ~~limited~~ English Learner ~~proficiency~~ program no later than thirty (30) days after the start of school. Notification shall include their child's level of proficiency and how it was assessed, program components and expectations, parental rights, and any other information required by ~~the No Child Left Behind Act of 2001~~ Federal statutes and regulations. All written communications to parents shall be in a uniform format that is comprehensible to families and in a language the parents can understand.

Revised: December, 2017

Ref: ~~20 U.S.C. 6801 et seq., 20 U.S.C. 7401 et seq.~~ 20 USC 1703 (Denial of Equal Educational Opportunity Prohibited); 20 USC 6801 et seq. (Language Instruction for Limited English Proficient and Immigrant Students), 42 USC 2000d et seq. (Civil Rights-Federally Assisted Programs); Lau v. Nichols, 414 US 563 (1974).; Board minutes, 6-3-03.

FILE: IDDH

Cf: JQL

ENGLISH LEARNER PROGRAM

The Calcasieu Parish School Board recognizes that the inability to speak and understand the English language limits the student's effective participation in the educational programs of the school district. Students whose primary languages are languages other than English shall be provided special assistance, in conformity with applicable Federal and State statutes and regulations, until they are able to use English in a manner that allows effective, relevant participation in regular classroom instruction.

The School Board shall maintain a plan to serve English Learners (EL) to ensure that immediately upon enrollment, students have access to any specialized language instructional program. The plan shall also provide resources to support the specialized language instructional program and student's academic achievement. In the plan, the School Board shall outline how it will:

- identify English Learners;
- design an effective program reflective of English Learners' needs;
- employ appropriate English-as-a-second-language or bilingual personnel (or both);
- align the instruction of English Learners to state and local content standards; and
- provide ongoing authentic assessments to ascertain student's growth in English proficiency and in the comprehension of academic content.

Parents shall be notified of their children's eligibility for the English Learner program no later thirty (30) days after the start of school. Notification shall include their child's level of proficiency and how it was assessed, program components and expectations, parental rights, and any other information required by Federal statutes and regulations. All written communications to parents shall be in a uniform format that is comprehensible to families and in a language the parents can understand.

Revised: December, 2017

Ref: 20 USC 1703 (*Denial of Equal Educational Opportunity Prohibited*); 20 USC 6801 et seq. (*Language Instruction for Limited English Proficient and Immigrant Students*), 42 USC 2000d et seq. (*Civil Rights-Federally Assisted Programs*); *Lau v. Nichols*, 414 US 563 (1974).; Board minutes, 6-3-03.

Agenda Item #7g
Legislative Policy Updates
Parent and Family Engagement

This policy has been renamed as well. Changes to the policy include new ESSA provisions permitting more flexibility by the School Board in order to enhance involvement opportunities of parents.

FILE: IFD
Cf: IDDG, IFDA, KA

~~**PARENTAL INVOLVEMENT IN EDUCATION**~~ **PARENT AND FAMILY**
ENGAGEMENT

The Calcasieu Parish School Board recognizes that ~~parental involvement~~ parent and family engagement must be a priority of the School Board for children to learn and achieve academic success. Parents and families provide the primary educational environment for children; consequently, parents are vital and necessary partners with the School Board throughout their children's elementary and secondary school careers. The term *parent* shall refer to any caregiver who assumes responsibility for nurturing and caring for children, and includes parents, grandparents, aunts, uncles, foster parents, stepparents, and others. The concept of ~~parental involvement~~ parent and family engagement shall include programs, services, and/or activities on the school site, as well as contributions of parents outside the normal school setting.

It shall be the policy of the School Board and each public school in Calcasieu Parish, in meaningful collaboration with parents, teachers, students, administrators, and other educational resources, to establish, develop, and maintain strategies and programs that are intended to enhance the involvement of parents and other caregivers that reflect the needs of students, parents, and families served by the School Board, in accordance with applicable state and federal laws and regulations. As part of the ~~parental involvement~~ parent and family engagement program, it shall be the responsibility of every school to create a welcoming environment, conducive to learning and supportive for comprehensive family involvement programs that have been developed jointly with parents/families.

DISTRICT LEVEL RESPONSIBILITIES

At the district level, the School Board shall:

1. Involve parents and family members in the joint development and amendment of the school district's plan, which includes components of the district's ~~parental involvement~~ parent and family engagement

program, to be submitted to the Louisiana Department of Education. ~~Such involvement shall involve, but not be limited to, the following:~~

- ~~a) — appointing to, and interacting with, each school's *School Improvement Team*, which is actively involved with assessing needs and addressing these needs in the school;~~
 - ~~b) — conducting open public workshops on major issues;~~
 - ~~c) — holding regular School Board meetings, with opportunities for the Board to receive public input and comments;~~
 - ~~d) — requiring each school to conduct an annual open house meeting;~~
 - ~~e) — encouraging school based parental organizations, such as PTA, PTO, TEAM, etc.~~
2. Provide coordination of various programs which involve parents, technical assistance, and other support necessary to assist every public school in Calcasieu Parish in planning and implementing effective ~~parental~~ parent and family involvement programs and strategies activities to improve student academic achievement.
 3. Coordinate and integrate ~~parental involvement~~ parent and family engagement strategies with other relevant programs that promote parental involvement.
 4. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of components and strategies of the School Board's ~~parental involvement~~ parent and family engagement program and assess the components' and strategies' usefulness. The evaluation shall attempt to identify ways of improving the academic quality of the schools served by the School Board, including identifying barriers to greater participation by parents in educational and ~~parental involvement~~ parent and family engagement activities; particular attention shall be directed to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background. The School Board and each school shall use findings of such evaluation to design strategies for more effective parental and family involvement, and to revise, if necessary, the ~~parental involvement~~ parent and family engagement policies and procedures.
 5. Distribute to parents and families, in a language the parents can understand, information about the Calcasieu Parish School Board's ~~parental involvement~~ parent and family engagement program, as well as provide proper notification to parents about specific services or special programs, as required by state or federal law. ~~Notification shall also include, at the start of school each year, the right of parents to request and receive timely information on the professional qualifications of their children's classroom teachers.~~
 - ~~6. — Submit with the No Child Left Behind (NCLB) Consolidated Application plan to the Louisiana Department of Education comments of parents of participating children who are not satisfied with components of the parental involvement program.~~

7. ~~Inform and notify parents and organizations of the existence of a parental information and resource center established by the state to provide training, information, and support to parents and individuals who work with parents, School Boards, and schools.~~

SCHOOL LEVEL RESPONSIBILITIES

As part of the ~~parental involvement~~ parent and family engagement program, the School Board shall encourage each public school and require those schools receiving federal Title I funds under the jurisdiction of the Calcasieu Parish School Board to:

1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's educational programs and to explain components of the parental involvement program, and the right of the parents to be involved.
2. Offer a flexible number of engagement meetings at convenient times ~~services, and/or activities, on or off school campuses, at various times of the day~~ to maximize parental participation, and may provide transportation, child care, appropriate refreshments, and/or home visits, as such services relate to parental involvement.
3. Involve parents in an organized, ongoing, and timely way, in the planning, review, and improvement of ~~parental involvement~~ parent and family engagement programs, including the planning, development, review, and improvement of the school ~~parental involvement~~ parent and family engagement policy and the joint development of the school-wide ~~parental involvement~~ parent and family engagement program plan.
4. Provide parents, especially those of participating children ~~in NCLB programs:~~
 - A. timely information about educational and ~~parental involvement~~ parent and family programs;
 - B. a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the ~~proficiency level students are expected to meet~~ achievement levels of state academic standards;
 - C. if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and,
 - D. the School Board's written *Parent and Family Engagement* policy.
5. If the school-wide ~~parental involvement~~ parent and family engagement program plan is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to school district level personnel.

SHARED RESPONSIBILITIES

As part of the ~~parental involvement~~ parent and family engagement program, to build a capacity for involvement, the School Board *and* each public school under the jurisdiction of the School Board:

1. Shall provide assistance to parents of children served by the school or School Board, as appropriate, in understanding such topics as the state's academic content standards, state and local academic assessments, ~~the components of the Board's parental involvement program,~~ and how to monitor a child's progress and work with educators to improve the achievement of their children.
2. Shall provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement.
3. Shall educate teachers, pupil services personnel, principals, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school.
4. Shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other outreach educational programs, such as Head Start, and public pre-school and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children.
5. Shall ensure that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand.
6. May involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training.
7. May provide necessary literacy training from federal and state funds received if the School Board has exhausted all other reasonably available sources of funding for such training.
8. May pay reasonable and necessary expenses associated with parental involvement activities, including transportation, ~~appropriate refreshments,~~ and/or child care costs, to enable parents to participate in school-related meetings and training sessions.
9. May train parents to enhance the involvement of other parents.
10. May arrange school meetings, at a variety of times and places, or conduct in-home conferences between teachers or other educators who work directly with children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation.
11. May adopt and implement model approaches to improving parental involvement.
- ~~12. Shall recognize parental activities and/or contributions outside the normal school setting that enhance student academic achievement, such as tutoring, improving attendance, and contributing and preparing school/classroom support materials and services.~~

12. May establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in programs.
13. May develop appropriate roles for community-based organizations and businesses in parental involvement activities.
14. Shall provide such other reasonable support for parental involvement activities as parents may request.
15. Shall provide, to the extent practicable, full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing necessary information and school reports required in a format, and to the extent practicable, in a language such parents understand.

PARENTS' RESPONSIBILITIES

~~The School Board realizes that a child's education begins at birth. Parents and family members, as their child's primary teachers, play a vital role in the intellectual, social, and emotional growth of their children. A child's development and success is dependent on the direct support a child receives at home. In an effort to promote responsible and successful parenting skills, the Board expects parents to:~~

- ~~1. — Make sure children attend school regularly and arrive at school on time.~~
- ~~2. — Supervise completion of all homework assignments.~~
- ~~3. — Assure proper hygiene and daily cleanliness of their children.~~
- ~~4. — Make sure children are dressed properly, in accordance with the uniform or dress code.~~
- ~~5. — Make sure that children get adequate amounts of sleep nightly.~~
- ~~6. — Visit and discuss their child's academic progress regularly with teachers.~~
- ~~7. — Discuss academic progress and school events regularly with their child.~~
- ~~8. — Instill proper respect for parents, teachers, and other adults.~~
- ~~9. — Volunteer in child's classroom, school, or related activities to the extent feasible and appropriate.~~
- ~~10. — When feasible, attend school-sponsored programs in which their child may participate.~~
- ~~11. — When feasible, join and be active in parent/teacher organizations.~~

Statement of Compliance

Each student in grades 4-12 and each parent or guardian of a student in grades 4-12, shall annually sign a *Statement of Compliance*, in accordance with state law. For students, the *Statement of Compliance* shall state that the student agrees to attend school regularly, arrive at school on time, demonstrate significant effort toward completion of homework assignments, and follow school and classroom rules. For parents, the *Statement of*

Compliance shall state that the parent or legal guardian agrees to ensure his/her child's daily attendance at school, ensure his/her child's arrival at school on time each day, ensure his/her child completes all assigned homework, and attend all required parent/teacher/principal conferences.

SCHOOL-PARENT COMPACT

Each school shall jointly develop with parents a school-parent compact that outlines how parents, ~~the entire~~ school staff, and students will share the responsibility for improved student academic achievement ~~and the means by which the school and parents will build~~ and develop a partnership to help children achieve the State's ~~high~~ standards. Such compact shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children to meet the State's student academic achievement standards, and the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child's classroom; contributing services outside the normal school setting; and participating, as appropriate, in decisions relating to the education of their children, and positive use of extracurricular time.
2. Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum:
 - A. parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement;
 - B. frequent reports to parents on their children's progress;
 - C. reasonable access to staff, opportunities to volunteer and participate in their child's class, and scheduled observation of classroom activities; and
 - D. parental activities and/or contributions away from the school site that enhance academic achievement.

OTHER PROGRAMS

In conjunction with the district services rendered under the School Board's parental involvement program, the School Board shall maintain contact and communication with social service and health agencies, faith-based institutions, and community groups to support key family and community services and issues. In particular, the Calcasieu Parish School Board has a strong relationship with and support from community and/or governmental organizations such as Families in Need of Services (FINS), Partners in Education, and District Parent/Teacher Association (PTA). One of the primary goals of these groups is to support, supplement, and assist in improving involvement of parents of children in the Calcasieu Parish public schools.

Revised: December, 2017

Ref: 20 USC 6312 (*Strengthening and Improvement of Elementary and Secondary Schools*), 20 USC 6318 (*Parent and Family Engagement*); La. Rev. Stat. Ann. §17:235.2; Board minutes, 6-3-03.

FILE:IFD
Cf: IDDG, IFDA, KA

PARENT AND FAMILY ENGAGEMENT

The Calcasieu Parish School Board recognizes that parent and family engagement must be a priority of the School Board for children to learn and achieve academic success. Parents and families provide the primary educational environment for children; consequently, parents are vital and necessary partners with the School Board throughout their children's elementary and secondary school careers. The term *parent* shall refer to any caregiver who assumes responsibility for nurturing and caring for children, and includes parents, grandparents, aunts, uncles, foster parents, stepparents, and others. The concept of parent and family engagement shall include programs, services, and/or activities on the school site, as well as contributions of parents outside the normal school setting.

It shall be the policy of the School Board and each public school in Calcasieu Parish, in meaningful collaboration with parents, teachers, students, administrators, and other educational resources, to establish, develop, and maintain strategies and programs that are intended to enhance the involvement of parents and other caregivers that reflect the needs of students, parents, and families served by the School Board, in accordance with applicable state and federal laws and regulations. As part of the parent and family engagement program, it shall be the responsibility of every school to create a welcoming environment, conducive to learning and supportive for comprehensive family involvement programs that have been developed jointly with parents/families.

DISTRICT LEVEL RESPONSIBILITIES

At the district level, the School Board shall:

1. Involve parents and family members in the joint development and amendment of the school district's plan, which includes components of the district's parent and family engagement program, to be submitted to the Louisiana Department of Education.
2. Provide coordination of various programs which involve parents, technical assistance, and other support necessary to assist every public school in Calcasieu Parish in planning and implementing effective parent and family involvement activities to improve student academic achievement.
3. Coordinate and integrate parent and family engagement strategies with other relevant programs that promote parent involvement.

4. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of components and strategies of the School Board's parent and family engagement program and assess the components' and strategies' usefulness. The evaluation shall attempt to identify ways of improving the academic quality of the schools served by the School Board, including identifying barriers to greater participation by parents in educational and parent and family engagement activities; particular attention shall be directed to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background. The School Board and each school shall use findings of such evaluation to design strategies for more effective parental and family involvement, and to revise, if necessary, the parent and family engagement policies and procedures.
5. Distribute to parents and families, in a language the parents can understand, information about the Calcasieu Parish School Board's parent and family engagement program, as well as provide proper notification to parents about specific services or special programs, as required by state or federal law.

SCHOOL LEVEL RESPONSIBILITIES

As part of the parent and family engagement program, the School Board shall encourage each public school and require those schools receiving federal Title I funds under the jurisdiction of the Calcasieu Parish School Board to:

1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's educational programs and to explain components of the parental involvement program, and the right of the parents to be involved.
2. Offer a flexible number of engagement meetings at convenient times to maximize parental participation, and may provide transportation, child care, appropriate refreshments, and/or home visits, as such services relate to parental involvement.
3. Involve parents in an organized, ongoing, and timely way, in the planning, review, and improvement of parent and family engagement programs, including the planning, development, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide parent and family engagement program plan.
4. Provide parents, especially those of participating children:
 - A. timely information about educational and parent and family programs;
 - B. a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of state academic standards;
 - C. if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and,

- D. the School Board's written *Parent and Family Engagement* policy.
5. If the school-wide parent and family engagement program plan is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to school district level personnel.

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2. Shall provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement.
3. Shall educate teachers, pupil services personnel, principals, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school.
4. Shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other outreach educational programs, such as Head Start, and public pre-school and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children.
5. Shall ensure that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand.
6. May involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training.
7. May provide necessary literacy training from federal and state funds received if the School Board has exhausted all other reasonably available sources of funding for such training.
8. May pay reasonable and necessary expenses associated with parental involvement activities, including transportation, and/or child care costs, to enable parents to participate in school-related meetings and training sessions.
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10. May arrange school meetings, at a variety of times and places, or conduct in-home conferences between teachers or other educators who work directly with children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation.
11. May adopt and implement model approaches to improving parental involvement.
12. May establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in programs.
13. May develop appropriate roles for community-based organizations and businesses in parental involvement activities.
14. Shall provide such other reasonable support for parental involvement activities as parents may request.
15. Shall provide, to the extent practicable, full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing necessary information and school reports required in a format, and to the extent practicable, in a language such parents understand.

Statement of Compliance

Each student in grades 4-12 and each parent or guardian of a student in grades 4-12, shall annually sign a *Statement of Compliance*, in accordance with state law. For students, the *Statement of Compliance* shall state that the student agrees to attend school regularly, arrive at school on time, demonstrate significant effort toward completion of homework assignments, and follow school and classroom rules. For parents, the *Statement of Compliance* shall state that the parent or legal guardian agrees to ensure his/her child's daily attendance at school, ensure his/her child's arrival at school on time each day, ensure his/her child completes all assigned homework, and attend all required parent/teacher/principal conferences.

SCHOOL-PARENT COMPACT

Each school shall jointly develop with parents a school-parent compact that outlines how parents, school staff, and students will share the responsibility for improved student academic achievement and develop a partnership to help children achieve the State's standards. Such compact shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children to meet the State's student academic achievement standards, and the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child's classroom; contributing services outside the normal school setting; and participating, as appropriate, in decisions relating to the education of their children, and positive use of extracurricular time.
2. Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum:

- A. parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement;
- B. frequent reports to parents on their children's progress;
- C. reasonable access to staff, opportunities to volunteer and participate in their child's class, and scheduled observation of classroom activities; and
- D. parental activities and/or contributions away from the school site that enhance academic achievement.

OTHER PROGRAMS

In conjunction with the district services rendered under the School Board's parental involvement program, the School Board shall maintain contact and communication with social service and health agencies, faith-based institutions, and community groups to support key family and community services and issues. In particular, the Calcasieu Parish School Board has a strong relationship with and support from community and/or governmental organizations such as Families in Need of Services (FINS), Partners in Education, and District Parent/Teacher Association (PTA). One of the primary goals of these groups is to support, supplement, and assist in improving involvement of parents of children in the Calcasieu Parish public schools.

Revised: December, 2017

Ref: 20 USC 6312 (*Strengthening and Improvement of Elementary and Secondary Schools*), 20 USC 6318 (*Parent and Family Engagement*); La. Rev. Stat. Ann. §17:235.2; Board minutes, 6-3-03.

Agenda Item #7h
Legislative Policy Updates
IFDA – Parental Rights/Student Rights of Privacy

Changes to this policy reflect changes to the notifications required by law to the parents of all students, and those required for students in schools which receive Title 1 funds.

FILE: IFDA
Cf: IDDH, IFD
Cf: JBCBB, JR

PARENTAL RIGHTS/STUDENT RIGHTS OF PRIVACY

The Calcasieu Parish School Board recognizes the rights of parental access to certain information regarding their children and the importance of notifying parents of children enrolled in the district's schools of these rights.

At least annually at the beginning of each school year, parents of each child enrolled in the public schools of Calcasieu Parish shall be notified of:

- Their right to view any instructional material used in the curriculum for the student within a reasonable period of time after the request is received.
- Their right to view any 3rd party surveys (including evaluations) before they are administered to their child, and to opt out of participation for surveys that delve into sensitive subjects identified by the *Protection of Children's Rights* of the ~~No-Child Left Behind Act of 2001 (NCLB)~~ Family Educational Rights and Privacy Act (FERPA).
- The collection or use of any personal information for the purpose of marketing the information or for selling that information, including arrangements to protect student privacy that are provided by the School Board in the event of collection, disclosure, or use, ~~(except for the development of educational products or services)~~ and their right to opt their child out of participation.
- The administration of any non-emergency, invasive physical examination or screening ~~otherwise not permitted or required by state law, including those without parental notification, that is:~~ required as a condition of attendance;
administered by the school and scheduled by the school in advance; and

not necessary to protect the immediate health and safety of the student, or of other students;

and their right to opt out of participation.

- Their rights under ~~the Family Educational Rights and Privacy Act of 1974 (FERPA), including the right to refuse to allow the School Board to designate any or all of the types of information about their child as directory information thus prohibiting its release to the public~~ giving notice to the parent of the categories of information which the School Board has designated as *directory information* with respect to students, and allowing a reasonable period of time after such notice for the parent to inform the School Board that any or all of the information so designated should not be released without the parent's prior consent.

In addition, the School Board shall encourage each public school and require those schools receiving federal Title I funds under the jurisdiction of the Calcasieu Parish School Board to notify parents:

- Annually, of their right to request from the School ~~district~~ Board information regarding the professional qualifications of the student's classroom teachers, including the following:
 - Whether their child's teacher has met state licensing criteria for the grade level and subject taught.
 - Whether their child's teacher is teaching under emergency or provisional status whereby state licensing criteria have been waived.
 - ~~The undergraduate degree major of their child's teacher and any graduation certification or degree and field of discipline.~~
 - ~~Qualifications of any paraprofessional providing services to their child~~
 - Whether the child's teacher is teaching in the field of certification of the teacher.
 - Whether the child is provided services by a paraprofessional and, if so, their qualifications.
- ~~Annually, of the availability of services for students in schools failing to make Adequate Yearly Progress (AYP)~~
- ~~Whenever their child has been taught for four (4) or more consecutive weeks by a teacher who is not highly qualified as defined by the NCLB~~
- The achievement level and academic growth of their child on each of the state academic assessments.
- ~~The identification of their child's school as needing improvement, corrective action, or restructuring~~
- ~~Contents of programs such as safe and drug-free schools funded by federal funds~~
- Timely notice that a student has been assigned, or has been taught for four (4) or more consecutive weeks by a teacher who does not meet state certification requirements at the grade level and subject area in which the teacher has been assigned.

~~The School Board shall also follow NCLB guidelines regarding rights of parents of homeless students and children identified as Limited English Proficiency.~~

Revised: December, 2017

Ref: 20 USC 1221 et seq. (General Education Provisions Act); 20 USC 1232 (h); 20 USC 1232 (g-i) (Family Educational Rights and Privacy Act) 20 USC 1232 (h) (Protection of Pupil Rights); 20 USC 6312(e) (Parents Right-to-Know); Board minutes, 6-3-03.

FILE: IFDA
Cf: IDDH, IFD
Cf: JBCBB, JR

PARENTAL RIGHTS/STUDENT RIGHTS OF PRIVACY

The Calcasieu Parish School Board recognizes the rights of parental access to certain information regarding their children and the importance of notifying parents of children enrolled in the district's schools of these rights.

At least annually at the beginning of each school year, parents of each child enrolled in the public schools of Calcasieu Parish shall be notified of:

- Their right to view any instructional material used in the curriculum for the student of time after the request is received.
- Their right to view any 3rd party surveys (including evaluations) before they are administered to their child, and to opt out of participation for surveys that delve into sensitive subjects identified by the *Protection of Children's Rights of the Family Educational Rights and Privacy Act* (FERPA).
- The collection or use of any personal information for the purpose of marketing the information or for selling that information, including arrangements to protect student privacy that are provided by the School Board in the event of collection, disclosure, or use and their right to opt their child out of participation.
- The administration of any non-emergency, invasive physical examination or screening that is:

required as a condition of attendance;

administered by the school and scheduled by the school in advance; and

not necessary to protect the immediate health and safety of the student, or of other students;

and their right to opt out of participation.

- Their rights under FERPA, including giving notice to the parent of the categories of information which the School Board has designated as *directory information* with respect to students, and allowing a reasonable period of time after such notice for the parent to inform the School Board that any or all of the information so designated should not be released without the parent's prior consent.

In addition, the School Board shall encourage each public school and require those schools receiving federal Title I funds under the jurisdiction of the Calcasieu Parish School Board to notify parents:

- Annually, of their right to request from the School Board information regarding the professional qualifications of the student's classroom teachers, including the following:
 - Whether their child's teacher has met state licensing criteria for the grade level and subject taught.
 - Whether their child's teacher is teaching under emergency or provisional status whereby state licensing criteria have been waived.
 - Whether the child's teacher is teaching in the field of certification of the teacher.
 - Whether the child is provided services by a paraprofessional and, if so, their qualifications.
- The achievement level and academic growth of their child on each of the state academic assessments.
- Timely notice that a student has been assigned, or has been taught for four (4) or more consecutive weeks by a teacher who does not meet state certification requirements at the grade level and subject area in which the teacher has been assigned.

Revised: December, 2017

Ref: 20 USC 1232 (h) (*Protection of Pupil Rights*); 20 USC 6312(e) (*Parents Right-to-Know*); Board minutes, 6-3-03.

Agenda Item #7i
Legislative Policy Updates
JR – Student Records

A minor change was made to this policy to remove the reference to the NCLB, which has been replaced with more general language referencing federal statutory provisions.

FILE: JR
Cf: IFDA

STUDENT RECORDS

Parents and guardians have the right to inspect and review any school records dealing with their children. Students eighteen (18) years of age or older have the right to inspect and review their respective student records. Limited access to student records may also be granted certain school officials and others as outlined in this policy. Any access to, or disclosure and release of student information shall be in accordance with federal and state law and regulations.

DEFINITIONS

1. *Aggregate data* shall be defined as, for purposes of this policy, statistics and other information that relate to broad classes, groups, or categories from which it is not possible to distinguish the identities of individuals.
2. *Disclosure* shall mean to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.
3. *Educational records* shall be defined as records which are directly related to a student and are maintained by the School Board or school by a person acting for the School Board or school. Excluded from the term *educational records* are records of instructional, supervisory or administrative personnel which are in the sole possession of the maker and are not accessible or revealed to any other individual except a substitute.
4. *Legitimate educational interest* shall be defined as the interest that requires access to educational records and personally identifiable information for purposes of adding or modifying material, periodic review, filing new student data and/or removing inadequate, ambiguous, no longer relevant data; the interest having the wellbeing of the student in mind for purposes of continuing, improving or changing the educational program, instruction, training, or safety of the student; the need to access and otherwise deal with educational records and personally identifiable information in order to perform or carry out a person's responsibilities with regard to the Calcasieu Parish School System.
5. *Parent or legal guardian* shall mean a student's parent, legal guardian, or other person or entity responsible for the student.

6. *Personally identifiable information* shall be defined as information about an individual that may be used on its own or with other information to identify, contact, or locate a single individual, including but not limited to the following:
 - A. Any information that can be used to distinguish or trace an individual's identity such as full name, social security number, date and place of birth, mother's maiden name, or biometric records.
 - B. Any other information that is linked or linkable to an individual such as medical, educational, financial, and employment information.
 - C. Two (2) or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person.
7. *School official* shall be defined as an administrator, supervisor, principal, teacher, support staff, or any person employed by or under contract to the School Board, or authorized volunteer, to perform a function or service on behalf of the School Board.

ANNUAL NOTIFICATION

All parents/guardians shall be notified annually of their rights under the *Family Educational Rights and Privacy Act of 1974* (FERPA) and applicable state law. Such notification shall be made annually by publication in student handbooks, newsletters, notification to student's home by students, by mail, or publication in the official journal or in such manner as deemed appropriate by the Calcasieu Parish School Board.

ACCESS TO RECORDS

In addition to the parent, legal guardian, or student (under legally permitted circumstances or if the student is eighteen (18) years of age or over) access to student records may only be provided with proper authorization in accordance with the following:

1. A person employed in a public school or other person authorized by the Superintendent may be provided or have access to a student's records in accordance with Calcasieu Parish School Board policy JR-AP.
2. Except for disclosures permitted by state or federal law or regulation, or by policy of the Calcasieu Parish School Board, or by authorization of the parent or of a student who is eighteen years of age or older, any person who is authorized by state law or the Superintendent to access a student's records on a public school computer system, except a parent or legal guardian, shall maintain the confidentiality of any student information to which he/she has access. Failure to maintain the confidentiality of such information shall be punishable as provided in La. Rev. Stat. Ann. §17:3914.
3. Except as provided below, no person or public or private entity shall access a public school computer system on which student information is stored. No official or employee of the School Board shall authorize access to such a computer system to any person or public or private entity except as authorized below.
 - A. The following persons may access a public school computer system on which student information for students at a particular school is stored:

- (1) A student who has reached the age of eighteen (18) or is judicially emancipated or emancipated by marriage and the parent or legal guardian of a student who is under the age of eighteen (18) and not emancipated. Such access shall be limited to information about the student. A student who has reached the age of eighteen (18) or is emancipated and the parent or legal guardian of a student who has not reached the age of eighteen and is not emancipated may authorize, in writing, another person to access such information.
 - (2) A teacher of record. Such access shall be limited to information about his/her current students.
 - (3) The school principal and school registrar.
 - (4) A School Board employee employed at the school and designated by the principal. Such access shall be limited to student information necessary to perform his/her duties.
 - (5) A person authorized by the Superintendent to maintain or repair the computer system or to provide services that the School Board would otherwise provide.
 - (6) A person authorized by the state to audit student records.
- B. The following persons may access a computer system of the School Board on which student information for students from throughout the system is stored:
- (1) The Superintendent.
 - (2) A School Board employee designated by the Superintendent. Such access shall be limited to student information necessary to perform his/her duties.
 - (3) A person authorized by the Superintendent to maintain or repair the computer system or to provide services that the school system would otherwise provide.
 - (4) A person authorized by the state to audit student records.
 - (5) A public or private entity with whom the School Board has contracted for student and other educational services. Pursuant to such a contract, student information, including personally identifiable information and cumulative records, may be transferred to computers operated and maintained by the entity for such purpose. Such a contract shall be in accordance with the requirements of La. Rev. Stat. Ann. §17:3914.
4. Except as allowed by this policy or by State or federal law or regulations, persons permitted access to a student's records shall only have access to those education records in which they have a *legitimate educational interest*. Proper administrative regulations and procedures shall be maintained to ensure compliance with this provision.
 5. The School Board shall maintain a record of each request for access to, and each disclosure from, records of each student in accordance with federal regulations. The School Board shall maintain such a record with the education records of the student for as long as the records are maintained.

DISCLOSURE OF STUDENT INFORMATION

Except as permitted by this policy or by State or federal law or regulations, no official or employee of the School Board shall provide personally identifiable student information to any member of the School Board or to any other person or public or private entity, except such an official or employee may, in accordance with applicable state and federal law:

1. Provide a student's identification number and aggregate data to the School Board, the Louisiana Department of Education, or the Louisiana Board of Elementary and Secondary Education (BESE) solely for the purpose of satisfying state and federal reporting requirements.
2. Provide to the Louisiana Department of Education, for the purpose of satisfying state and federal assessment, auditing, funding, monitoring, program administration, and state accountability requirements, information from which enough personally identifiable information has been removed such that the remaining information does not identify a student and there is no basis to believe that the information alone can be used to identify a student.
3. Provide personally identifiable information regarding a particular student to any person or public or private entity if the sharing of the particular information with the particular recipient of the information has been authorized in writing by the parent or legal guardian of the student, or by a student who has reached the age of legal majority, or if the information is provided to a person authorized by the state, including the legislative auditor, to audit processes including student enrollment counts. Except as permitted by said authorization, any recipient of such information shall maintain the confidentiality of such information. Any person who knowingly and willingly fails to maintain the confidentiality of such information shall be subject to the penalties provided in La. Rev. Stat Ann. §17:3914.
4. Provide for the transfer of student information pursuant to the provisions of La. Rev. Stat Ann. §17:112.

With limited exception as allowed by state or federal law or regulation, by policy of the Calcasieu Parish School Board authorized by state or federal law or regulation, or by authorization of the parent or student who is eighteen years of age or older, any redisclosure and/or release of personally identifiable information shall require a *legitimate educational interest* of the recipient.

Release of Student Information

1. In accordance with ~~the No Child Left Behind Act of 2001~~ federal statutory provisions, schools shall honor the requests of military recruiters for names, addresses and phone numbers of high school students, unless parents have specified that such information not be released to such recruiters.
2. In accordance with La. Rev. Stat. Ann. §17:112, the principal of a public elementary or secondary school shall provide for the transfer of the education records, including special education records, if applicable, of any current or former student at his/her school upon the written request of any authorized person on behalf of a public or nonpublic elementary or secondary school, or an educational facility operated within any correctional or health facility, whether within or outside the state of Louisiana, where such student has become enrolled or is seeking enrollment. Under no circumstances may a school or school district refuse to promptly transfer the records of any child withdrawing or transferring from the school. Transfer of records, whether by mail or otherwise, shall occur no later than ten (10) business days from the date of receipt of a written request.

3. Student records shall be furnished in compliance with judicial orders or pursuant to any lawfully issued subpoena if the parents, legal guardian and students are notified in advance.
4. Once the parent, guardian, or student of majority age has granted permission for collection of certain data in accordance with La. Rev. Stat. Ann. §17:3914 K, such data shall be disclosed solely for purposes of processing a student's application to a Louisiana postsecondary education institution or to the Louisiana Office of Student Financial Assistance for receipt of financial aid.
5. The School Board may disclose personally identifiable information from student records to appropriate parties, including the parents of a student 18 years old or older, in connection with an emergency, if knowledge of the information is necessary to protect the health or safety of the student or other individuals.
6. The School Board and employees may disclose education records or information from education records, *without the consent* of the parent or guardian of the student who is the subject of the records, to certain law enforcement officials. Disclosure of such records or information shall be in accordance with the following provisions:
 - A. Disclosure of education records or information from education records shall *only* be made to state or local law enforcement officials or to other officials within the juvenile justice system. Verification of the official's position may need to be made before the disclosure of records or information.
 - B. The disclosure of the education record or information must relate to the ability of the juvenile justice system to serve, prior to adjudication, the student whose records or information is to be disclosed.
 - C. The officials to whom the records or the information are disclosed shall certify in writing that that person, and any agency or organization with which that person is affiliated, shall keep the personally identifiable portions of the records or the information confidential and shall not disclose the personally identifiable portions of the records or the information to any person, agency, or organization except a person, agency, or organization within the juvenile justice system having an independent right to the information.
 - D. Any other provisions necessary to comply with federal law or rules.

A record of all authorizations for release of information shall be maintained by the School Board and all such authorizations shall be included in the student's records.

7. Access to and disclosure of educational records and personally identifiable student information may be authorized by the Superintendent in accordance with the provisions of Calcasieu Parish School Board Policy JR-AP.

REVIEW OF STUDENT RECORDS BY THE PARENT

1. Schools shall provide for the review of student records by parents or guardians, or any student eighteen (18) years of age or older. Parents and students shall be given notification of their right to review the student records.

Access to school records shall not be denied to a parent solely because he/she is not the child's custodial or domiciliary parent.

2. The parent or legal guardian of a student shall be provided access to student records upon written request to the principal maintaining those records within the school system no more than forty-five (45) days after the date of receipt of the request.

The parent, legal guardian or student, if the student is eighteen (18) or over, shall, upon written request to the principal maintaining those records, have the opportunity to receive an interpretation of those records, have the right to question those data, and if a difference of opinion is noted, shall be permitted to file a letter in said cumulative folder stating their position. If further challenge is made to the record, the parent, legal guardian, or student if 18 or older, may request a hearing.

3. If, as a result of the hearing, the School Board decides that the information is inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it shall:

- A. Amend the record accordingly; and
- B. Inform the parent or eligible student in writing.

If, as a result of the hearing, the School Board decides that the information in the education record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the School Board or both.

4. The hearing shall be held within a reasonable time after receipt of the request for the hearing from the parent or eligible student.

The hearing shall be conducted by the Superintendent or his designee. At the hearing the parent or student eighteen (18) or over shall be given a full and fair opportunity to present evidence relevant to issues raised. The parent or student may, at his/her own expense, be assisted or represented by one or more individuals of his or her own choice, including an attorney.

The Superintendent or his designee shall make his/her decision in writing within a reasonable period of time after the hearing. The decision must be based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision. The decision shall be communicated to the school and parent in writing within ten (10) working days following the date of the hearing.

5. The School Board is not required to provide to a parent or eligible student a copy of the student's education record unless failure to do so would effectively prevent the parent or eligible student the right to inspect and review the records.

If the record involves answers to a standardized test, the School Board will not provide a parent a copy of standardized test questions.

TYPES, LOCATIONS, AND CUSTODIANS OF EDUCATION RECORDS

The following is a list of the types of records that the District maintains, their location, and their custodians.

<u>TYPES</u>	<u>LOCATION</u>	<u>CUSTODIAN</u>
Cumulative School Records	School	School principal
Cumulative School Records (former students)	School	School principal
Health Records	School	School principal
Speech Therapy Records	Office of Education for the Handicapped Speech	Supervisor of
Psychological Records	Office of Education for the Handicapped Pupil Appraisal	Supervisor of
School Transportation Records	Transportation Office	Director of Transportation
Special Test Records	School/District Administrative Office	School principal/ District Administrative Office

* Occasional Records School School principal

* Student education records not identified above, such as those in Superintendent's Office, in the school attorney's office, or in the possession of teachers.

Nothing herein is intended to supersede the provisions of the Family Educational Rights and Privacy Act, and to the extent any provisions of this policy conflict with FERPA or federal regulations issued pursuant thereto, the provision of FERPA or its regulations which limit or prohibit disclosure of educational records shall prevail.

Revised: July, 1992

Revised: July 16, 2013

Revised: October, 1993

Revised: January, 2014

Revised: October, 2001

Revised: July, 2015

Revised: February, 2003

Revised: August 11, 2015

Revised: December, 2009

Revised: November, 2017

Ref: 20 USC 1232 (g-i) (*Family Educational Rights and Privacy Act*), 20 USC 7908 (*Armed Forces Recruiter Access to Student Information*), 34 CFR 99.1-99.67 (*Family Educational Rights and Privacy – Federal Regulations*); La. Rev. Stat. Ann. §§9:351, 17:81, 17:112, 17:221.3, 17:3914, 44:4, 44:4.1, 44:31, 44:32; La. Civil Code, Art. 131, 134, 250; Board minutes, 6-2-92, 10-5-93, 5-7-02, 6-3-03, 3-16-10, 7-16-13, 8-11-15.

FILE: JR
Cf: IFDA

STUDENT RECORDS

Parents and guardians have the right to inspect and review any school records dealing with their children. Students eighteen (18) years of age or older have the right to inspect and review their respective student records. Limited access to student records may also be granted certain school officials and others as outlined in this policy. Any access to, or disclosure and release of student information shall be in accordance with federal and state law and regulations.

DEFINITIONS

1. *Aggregate data* shall be defined as, for purposes of this policy, statistics and other information that relate to broad classes, groups, or categories from which it is not possible to distinguish the identities of individuals.
2. *Disclosure* shall mean to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.
3. *Educational records* shall be defined as records which are directly related to a student and are maintained by the School Board or school by a person acting for the School Board or school. Excluded from the term *educational records* are records of instructional, supervisory or administrative personnel which are in the sole possession of the maker and are not accessible or revealed to any other individual except a substitute.
4. *Legitimate educational interest* shall be defined as the interest that requires access to educational records and personally identifiable information for purposes of adding or modifying material, periodic review, filing new student data and/or removing inadequate, ambiguous, no longer relevant data; the interest having the wellbeing of the student in mind for purposes of continuing, improving or changing the educational program, instruction, training, or safety of the student; the need to access and otherwise deal with educational records and personally identifiable information in order to perform or carry out a person's responsibilities with regard to the Calcasieu Parish School System.

5. *Parent or legal guardian* shall mean a student's parent, legal guardian, or other person or entity responsible for the student.
6. *Personally identifiable information* shall be defined as information about an individual that may be used on its own or with other information to identify, contact, or locate a single individual, including but not limited to the following:
 - A. Any information that can be used to distinguish or trace an individual's identity such as full name, social security number, date and place of birth, mother's maiden name, or biometric records.
 - B. Any other information that is linked or linkable to an individual such as medical, educational, financial, and employment information.
 - C. Two (2) or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person.
7. *School official* shall be defined as an administrator, supervisor, principal, teacher, support staff, or any person employed by or under contract to the School Board, or authorized volunteer, to perform a function or service on behalf of the School Board.

ANNUAL NOTIFICATION

All parents/guardians shall be notified annually of their rights under the *Family Educational Rights and Privacy Act of 1974* (FERPA) and applicable state law. Such notification shall be made annually by publication in student handbooks, newsletters, notification to student's home by students, by mail, or publication in the official journal or in such manner as deemed appropriate by the Calcasieu Parish School Board.

ACCESS TO RECORDS

In addition to the parent, legal guardian, or student (under legally permitted circumstances or if the student is eighteen (18) years of age or over) access to student records may only be provided with proper authorization in accordance with the following:

1. A person employed in a public school or other person authorized by the Superintendent may be provided or have access to a student's records in accordance with Calcasieu Parish School Board policy JR-AP.
2. Except for disclosures permitted by state or federal law or regulation, or by policy of the Calcasieu Parish School Board, or by authorization of the parent or of a student who is eighteen years of age or older, any person who is authorized by state law or the Superintendent to access a student's records on a public school computer system, except a parent or legal guardian, shall maintain the confidentiality of any student information to which he/she has access. Failure to maintain the confidentiality of such information shall be punishable as provided in La. Rev. Stat. Ann. §17:3914.
3. Except as provided below, no person or public or private entity shall access a public school computer system on which student information is stored. No official or employee of the School Board shall authorize access to such a computer system to any person or public or private entity except as authorized below.

- A. The following persons may access a public school computer system on which student information for students at a particular school is stored:
- (1) A student who has reached the age of eighteen (18) or is judicially emancipated or emancipated by marriage and the parent or legal guardian of a student who is under the age of eighteen (18) and not emancipated. Such access shall be limited to information about the student. A student who has reached the age of eighteen (18) or is emancipated and the parent or legal guardian of a student who has not reached the age of eighteen and is not emancipated may authorize, in writing, another person to access such information.
 - (2) A teacher of record. Such access shall be limited to information about his/her current students.
 - (3) The school principal and school registrar.
 - (4) A School Board employee employed at the school and designated by the principal. Such access shall be limited to student information necessary to perform his/her duties.
 - (5) A person authorized by the Superintendent to maintain or repair the computer system or to provide services that the School Board would otherwise provide.
 - (6) A person authorized by the state to audit student records.
- B. The following persons may access a computer system of the School Board on which student information for students from throughout the system is stored:
- (1) The Superintendent.
 - (2) A School Board employee designated by the Superintendent. Such access shall be limited to student information necessary to perform his/her duties.
 - (3) A person authorized by the Superintendent to maintain or repair the computer system or to provide services that the school system would otherwise provide.
 - (4) A person authorized by the state to audit student records.
 - (5) A public or private entity with whom the School Board has contracted for student and other educational services. Pursuant to such a contract, student information, including personally identifiable information and cumulative records, may be transferred to computers operated and maintained by the entity for such purpose. Such a contract shall be in accordance with the requirements of La. Rev. Stat. Ann. §17:3914.
4. Except as allowed by this policy or by State or federal law or regulations, persons permitted access to a student's records shall only have access to those education records in which they have a *legitimate educational interest*. Proper administrative regulations and procedures shall be maintained to ensure compliance with this provision.

5. The School Board shall maintain a record of each request for access to, and each disclosure from, records of each student in accordance with federal regulations. The School Board shall maintain such a record with the education records of the student for as long as the records are maintained.

DISCLOSURE OF STUDENT INFORMATION

Except as permitted by this policy or by State or federal law or regulations, no official or employee of the School Board shall provide personally identifiable student information to any member of the School Board or to any other person or public or private entity, except such an official or employee may, in accordance with applicable state and federal law:

1. Provide a student's identification number and aggregate data to the School Board, the Louisiana Department of Education, or the Louisiana Board of Elementary and Secondary Education (BESE) solely for the purpose of satisfying state and federal reporting requirements.
2. Provide to the Louisiana Department of Education, for the purpose of satisfying state and federal assessment, auditing, funding, monitoring, program administration, and state accountability requirements, information from which enough personally identifiable information has been removed such that the remaining information does not identify a student and there is no basis to believe that the information alone can be used to identify a student.
3. Provide personally identifiable information regarding a particular student to any person or public or private entity if the sharing of the particular information with the particular recipient of the information has been authorized in writing by the parent or legal guardian of the student, or by a student who has reached the age of legal majority, or if the information is provided to a person authorized by the state, including the legislative auditor, to audit processes including student enrollment counts. Except as permitted by said authorization, any recipient of such information shall maintain the confidentiality of such information. Any person who knowingly and willingly fails to maintain the confidentiality of such information shall be subject to the penalties provided in La. Rev. Stat Ann. §17:3914.
4. Provide for the transfer of student information pursuant to the provisions of La. Rev. Stat Ann. §17:112.

With limited exception as allowed by state or federal law or regulation, by policy of the Calcasieu Parish School Board authorized by state or federal law or regulation, or by authorization of the parent or student who is eighteen years of age or older, any redisclosure and/or release of personally identifiable information shall require a *legitimate educational interest* of the recipient.

Release of Student Information

1. In accordance with federal statutory provisions, schools shall honor the requests of military recruiters for names, addresses and phone numbers of high school students, unless parents have specified that such information not be released to such recruiters.
2. In accordance with La. Rev. Stat. Ann. §17:112, the principal of a public elementary or secondary school shall provide for the transfer of the education records, including special education records, if applicable, of any current or former student at his/her school upon the written request of any authorized person on behalf of a public or nonpublic elementary or secondary school, or an educational facility operated within any

correctional or health facility, whether within or outside the state of Louisiana, where such student has become enrolled or is seeking enrollment. Under no circumstances may a school or school district refuse to promptly transfer the records of any child withdrawing or transferring from the school. Transfer of records, whether by mail or otherwise, shall occur no later than ten (10) business days from the date of receipt of a written request.

3. Student records shall be furnished in compliance with judicial orders or pursuant to any lawfully issued subpoena if the parents, legal guardian and students are notified in advance.
4. Once the parent, guardian, or student of majority age has granted permission for collection of certain data in accordance with La. Rev. Stat. Ann. §17:3914 K, such data shall be disclosed solely for purposes of processing a student's application to a Louisiana postsecondary education institution or to the Louisiana Office of Student Financial Assistance for receipt of financial aid.
5. The School Board may disclose personally identifiable information from student records to appropriate parties, including the parents of a student 18 years old or older, in connection with an emergency, if knowledge of the information is necessary to protect the health or safety of the student or other individuals.
6. The School Board and employees may disclose education records or information from education records, *without the consent* of the parent or guardian of the student who is the subject of the records, to certain law enforcement officials. Disclosure of such records or information shall be in accordance with the following provisions:
 - A. Disclosure of education records or information from education records shall *only* be made to state or local law enforcement officials or to other officials within the juvenile justice system. Verification of the official's position may need to be made before the disclosure of records or information.
 - B. The disclosure of the education record or information must relate to the ability of the juvenile justice system to serve, prior to adjudication, the student whose records or information is to be disclosed.
 - C. The officials to whom the records or the information are disclosed shall certify in writing that that person, and any agency or organization with which that person is affiliated, shall keep the personally identifiable portions of the records or the information confidential and shall not disclose the personally identifiable portions of the records or the information to any person, agency, or organization except a person, agency, or organization within the juvenile justice system having an independent right to the information.
 - D. Any other provisions necessary to comply with federal law or rules.

A record of all authorizations for release of information shall be maintained by the School Board and all such authorizations shall be included in the student's records.

7. Access to and disclosure of educational records and personally identifiable student information may be authorized by the Superintendent in accordance with the provisions of Calcasieu Parish School Board Policy JR-AP.

REVIEW OF STUDENT RECORDS BY THE PARENT

1. Schools shall provide for the review of student records by parents or guardians, or any student eighteen (18) years of age or older. Parents and students shall be given notification of their right to review the student records.

Access to school records shall not be denied to a parent solely because he/she is not the child's custodial or domiciliary parent.

2. The parent or legal guardian of a student shall be provided access to student records upon written request to the principal maintaining those records within the school system no more than forty-five (45) days after the date of receipt of the request.

The parent, legal guardian or student, if the student is eighteen (18) or over, shall, upon written request to the principal maintaining those records, have the opportunity to receive an interpretation of those records, have the right to question those data, and if a difference of opinion is noted, shall be permitted to file a letter in said cumulative folder stating their position. If further challenge is made to the record, the parent, legal guardian, or student if 18 or older, may request a hearing.

3. If, as a result of the hearing, the School Board decides that the information is inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it shall:

- A. Amend the record accordingly; and
- B. Inform the parent or eligible student in writing.

If, as a result of the hearing, the School Board decides that the information in the education record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the School Board or both.

4. The hearing shall be held within a reasonable time after receipt of the request for the hearing from the parent or eligible student.

The hearing shall be conducted by the Superintendent or his designee. At the hearing the parent or student eighteen (18) or over shall be given a full and fair opportunity to present evidence relevant to issues raised. The parent or student may, at his/her own expense, be assisted or represented by one or more individuals of his or her own choice, including an attorney.

The Superintendent or his designee shall make his/her decision in writing within a reasonable period of time after the hearing. The decision must be based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision. The decision shall be communicated to the school and parent in writing within ten (10) working days following the date of the hearing.

5. The School Board is not required to provide to a parent or eligible student a copy of the student's education record unless failure to do so would effectively prevent the parent or eligible student the right to inspect and review the records.

If the record involves answers to a standardized test, the School Board will not provide a parent a copy of standardized test questions.

TYPES, LOCATIONS, AND CUSTODIANS OF EDUCATION RECORDS

The following is a list of the types of records that the District maintains, their location, and their custodians.

<u>TYPES</u>	<u>LOCATION</u>	<u>CUSTODIAN</u>
Cumulative School Records	School	School principal
Cumulative School Records (former students)	School	School principal
Health Records	School	School principal
Speech Therapy Records	Office of Education for the Handicapped Speech	Supervisor of
Psychological Records	Office of Education for the Handicapped	Supervisor of Pupil Appraisal
School Transportation Records	Transportation Office	Director of Transportation
Special Test Records	School/District Administrative Office	School principal/ District Administrative Office
* Occasional Records	School	School principal

* Student education records not identified above, such as those in Superintendent's Office, in the school attorney's office, or in the possession of teachers.

Nothing herein is intended to supersede the provisions of the Family Educational Rights and Privacy Act, and to the extent any provisions of this policy conflict with FERPA or federal regulations issued pursuant thereto, the provision of FERPA or its regulations which limit or prohibit disclosure of educational records shall prevail.

Revised: July, 1992

Revised: July 16, 2013

Revised: October, 1993

Revised: January, 2014

Revised: October, 2001

Revised: July, 2015

Revised: February, 2003

Revised: August 11, 2015

Revised: December, 2009

Revised: December, 2017

Ref: 20 USC 1232 (g-i) (*Family Educational Rights and Privacy Act*), 20 USC 7908 (*Armed Forces Recruiter Access to Student Information*), 34 CFR 99.1-99.67 (*Family Educational Rights and Privacy – Federal Regulations*); La. Rev. Stat. Ann. §§9:351, 17:81, 17:112, 17:221.3, 17:3914, 44:4, 44:4.1, 44:31, 44:32; La. Civil Code, Art. 131, 134, 250; Board minutes, 6-2-92, 10-5-93, 5-7-02, 6-3-03, 3-16-10, 7-16-13, 8-11-15.

Agenda Item #7j
Legislative Policy Updates
DFAA – Industrial Tax Exemptions

This new policy was drafted for School Boards' consideration reflecting the Governor's Executive Order that authorizes the school board to evaluate applications for tax exemptions it may receive and to determine appropriate standards, criteria, and conditions under which an industrial tax exemption may be granted.

NEW POLICY

FILE: DFAA

Cf: DFA

INDUSTRIAL TAX EXEMPTIONS

The Calcasieu Parish School Board derives revenue from ad valorem taxation that provides for educational needs of students served by the School Board. The School Board has authority to consider for approval applications submitted to it by corporations/businesses requesting exemption from all or part of any local ad valorem tax.

Before any exemption shall be considered by the School Board, the School Board shall establish minimum standards and criteria under which exemptions may be considered and/or granted, including, but not limited to, incentives for job creation or retention of existing jobs. In addition, the School Board reserves the right to examine each application and stipulate other more specific criteria when deemed desirable on a case-by-case basis.

Once an application has been received, evaluated, and minimum criteria established, the School Board may adopt a resolution stipulating the conditions under which the exemptions are approved. If adopted, the resolution shall be forwarded to the Governor and the Louisiana State Board of Commerce and Industry.

New policy: February, 2018

Ref: Constitution of Louisiana, Art. VII, Sec. 21(F); Governor's Executive Order JBE-2016-73.

FILE: DFAA
Cf: DFA

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