

LINCOLN PARISH SCHOOL BOARD
410 South Farmerville Street, Ruston, Louisiana

REGULAR SESSION
at DUBACH SCHOOL, 7710 Fellowship Rd., Dubach, LA 71235

Tuesday, October 3, 2023 12:00 p.m.

A G E N D A

1. CALL TO ORDER AND INVOCATION
2. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG
3. ADOPTION OF AGENDA AS PRINTED
4. APPROVAL OF MINUTES - REGULAR SESSION OF SEPTEMBER 5, 2023
5. RECOGNITION OF NATIONAL MERIT SEMI FINALISTS – BRANDON SUTHERLAND
6. UNFINISHED BUSINESS
 - 6.1 Approve Policy Manual Revisions – John Young
 - 6.2 Permission to approve the selection of Lincoln Builders of Ruston, Inc. for the CMAR - Simsboro School Capital Improvements 2023 Bond Project
7. NEW BUSINESS
 - 7.1 Request for Proposal of Bus Air Conditioning Units for Lincoln Parish School Board Buses – Sheila Nugent
 - 7.2 Approve the payment of November salary supplement checks – Juanita Duke and Ricky Durrett
8. REPORTS
 - 8.1 Personnel – Dr. Doris Lewis
 - 8.2 Sales tax receipts for September 2023 – Juanita Duke
 - 8.3 Financial update for August 2023 – Juanita Duke
 - 8.4 Health Plan update for July 2023 and August 2023 – Juanita Duke
 - 8.5 Enrollment Update – Ricky Durrett
9. REPORT OF THE SUPERINTENDENT
10. REPORTS, COMMENTS, OR OBSERVATIONS OF BOARD MEMBERS
11. ADJOURNMENT

Lincoln Parish School Board
410 South Farmerville Street
Ruston, Louisiana 71270-4699
Phone 318-255-1430 - Facsimile 318-251-8100

Ricky Durrett
Superintendent

Joe E. Mitcham, Jr.
President



To: Lincoln Parish School Board Members
From: John Young, Assistant Superintendent
Ricky Durrett, Superintendent
Date: October 3, 2023
Subject: Policy Revisions

Background:

At the September 5, 2023, meeting you were given the following policies for revision:

BCBK-Executive Sessions

DC-Annual Operating Budget

DID-Audits

EBBC-Emergency/Crisis Management

EBBI-Public Health Emergency

EBCB-Video/Audio Monitoring of School Board

ED-Student Transportation Management

GBRIB-Sick Leave

GBRIC-Maternity and Adoptive Leave

It is now time to make a decision regarding the proposed changes.

Recommendation:

The Board approves these policy revisions.

Contact Person:

John Young

EXECUTIVE SESSIONS

The Lincoln Parish School Board shall be authorized to hold meetings that are closed to the public upon formal motion made, seconded and carried by ***two-thirds of its members present*** at an open meeting for which proper notice has been given. The reason for holding a meeting closed to the public and the vote of each member on the question shall be stated in open meeting.

Executive sessions shall be limited to matters allowed to be exempted from discussion at open meetings, however, no final or binding action shall be taken during such a closed meeting and the meeting shall not be used as subterfuge to defeat the purposes outlined in the statutes.

Executive sessions shall be attended only by members of the School Board, the Superintendent, and any other persons designated by the School Board. All matters discussed in any closed meeting shall be regarded as confidential by all persons in attendance and shall not be divulged to the public.

Executive sessions may be held for the following reasons:

1. Discussion of the character, the professional competence, physical or mental health of a person, provided that such person is notified in writing at least twenty-four (24) hours, exclusive of Saturdays, Sundays, and legal holidays, before the scheduled time contained in the notice of the meeting at which such executive session is to take place, and that such person may require that such discussion be held at an open meeting. However, an executive session shall not be used for discussion of the appointment of a person to the School Board or, except as provided in La. Rev. Stat. Ann. §39:1593(C)(2)(c), for discussing the award of a public contract. In cases of extraordinary emergency, written notice to such person shall not be required; however, the School Board shall give such notice as it deems appropriate and circumstances permit.
2. Strategy sessions or negotiations with respect to collective bargaining or litigation, when an open meeting would have a detrimental effect on the bargaining or litigating position of the School Board. Attached to the written public notice of the meeting shall be whether or not such matters will be discussed in an executive session. The notice shall indicate the following:

A statement identifying the court, case number, and the parties relative to any pending litigation to be considered at the meeting.

A statement identifying the parties involved and reasonably identifying the subject matter of any prospective litigation for which

formal written demand has been made that is to be considered at the meeting.

In cases of extraordinary emergency, such notice shall not be required; however, the School Board shall give such notice of the meeting as it deems appropriate and circumstances permit.

3. Discussion regarding the report, development, or course of action regarding security personnel, plans, or devices, including discussions concerning cybersecurity plans, financial security procedures, and assessment and implementation of any such plans or procedures.
4. Investigative proceedings regarding allegations of misconduct;
5. Cases of extraordinary emergency, which shall be limited to natural disaster, threat of epidemic, civil disturbances, suppression of insurrections, or the repelling of invasions, or other matters of similar magnitude; and/or
6. Any other matters now provided for or as may be provided for by the Legislature.

Louisiana statutes do not prohibit the removal of any person or persons who willfully disrupt a meeting to the extent that orderly conduct of the meeting is seriously compromised.

Revised: August, 1989

Revised: November, 1989

Revised: October 19, 2011

Revised: December 2, 2014

Revised: October 3, 2023

Ref: La. Rev. Stat. Ann. §§17:81, 42:12, 42:13, 42:14, 42:16, 42:17, 42:19, 42:24, 42:25, 42:28; Board minutes, 10-19-11, 12-2-14, 10-3-23.

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ANNUAL OPERATING BUDGET

The Lincoln Parish School Board shall approve an annual budget for the general fund and each special revenue fund for the fiscal year July 1 to June 30, no later than September fifteenth of each year. The School Board shall submit a copy of its adopted budget to the State Superintendent no later than September thirtieth of each year, as well as a general summary of the adopted budget. The summary shall include projected revenues and receipts, expenditures and disbursements, beginning and ending fund and cash balances. In addition, no later than September 30th of each year, the School Board shall post the most recent budget and general summary on its website.

It shall be the responsibility of the Superintendent and designated members of his staff to prepare the operating budgets for submission to the School Board. The budgets shall be prepared on forms in accordance with such rules and regulations as may be prescribed by statutes and by the State Superintendent of Education. Said budgets shall be submitted to the School Board for the purposes of revision and approval prior to submission to the State Superintendent.

After the School Board has reviewed the proposed budget and made desired changes, if any, the School Board shall cause to be published a notice in the official journal stating that the proposed budget is available for public inspection no later than fifteen (15) days prior to the beginning date for budget adoption. The notice shall also state that a public hearing on the proposed budget shall be held specifying the date, time and place of the hearing. The proposed budget shall not be considered for adoption or otherwise finalized until at least one public hearing has been conducted on the proposal. The School Board shall also cause to be published in the official journal a general summary indicative of the proposed budget. The summary shall be published at least ten (10) days prior to the date of the first public hearing and may be published in the same advertisement as the notice of availability of the proposed budget and the public hearing. The summary shall include:

1. Information on estimated funds available and anticipated disbursements; and
2. Explanations of significant changes from the prior year's budget.

The School Board shall certify completion of all action required by publishing a notice in the same manner as provided above.

No budget shall be approved where expenditures exceed the expected means of financing. No items of expense may be incurred through the year except as provided for in the approved budget unless a revision is adopted and approved by the School Board. The budget shall be reviewed periodically and such financial reports as the School Board directs shall be prepared and presented to the School Board by the

Superintendent.

FUND BALANCE

The following procedures shall be used for reporting, within the annual financial statements, unrestricted fund balance (comprised of Committed, Assigned, and Unassigned categories) within the School Board's governmental funds: General Fund, Special Revenue Funds, Debt Service Funds, and Capital Projects Funds.

Definitions

Fund balance is the difference between the assets and liabilities reported in the School Board's governmental funds. There are generally limitations on the purpose for which all or a portion of the resources of a governmental fund may be used. The force behind these limitations can vary significantly, depending on their source. Consequently, the fund balance reported in the annual financial statements is categorized into five (5) components whereby each component identifies the extent to which the School Board is bound to honor constraints on the specific purposes for which amounts in the fund can be spent. The five (5) components of fund balance are as follows:

Nonspendable: Resources that are 1) not in a spendable form, such as inventories, prepaids, long-term receivables, or non-financial assets held for resale, or 2) required to be maintained intact such as an endowment.

Restricted: Resources that are subject to externally enforceable legal restrictions; these restrictions would be either 1) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or 2) imposed by law through constitutional provisions or enabling legislation.

Committed: Resources that are constrained to specific purposes by a formal action of the School Board. The constraint remains binding unless removed by the School Board. Board action to commit fund balance must occur within the fiscal reporting period while the amount committed may be determined subsequently.

Assigned: Resources that are constrained by the School Board's intent to be used for specific purposes, but that are neither restricted nor committed.

Unassigned: Within the General Fund, the residual resources, either positive or negative, in excess of what can be properly classified in one of the other four fund balance categories. Within all other governmental funds, the negative residual resources in excess of what can be properly classified as nonspendable, restricted, or committed.

Guidelines

1. When expenditures are incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) fund balances are available, the School Board's policy shall be to first apply *restricted fund balance*. When expenditures are incurred for purposes for which committed, assigned, or unassigned fund balances are available, the School Board's policy shall be to first apply committed fund balance, then assigned fund balance, and finally unassigned fund balance.
2. The Superintendent shall have the authority to assign unrestricted fund balance amounts where the School Board's intent is for those amounts to be used for specific purposes. This delegation of authority shall be for the sole purpose of reporting these amounts in the annual financial statements.

This policy has been prepared in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54. No other policy or procedure shall supersede the authority and provisions of this policy.

DAILY OPERATIONS

The adoption of the original budget and the adoption of all subsequent amendments by the School Board constitute the authority of the Superintendent and administrators of the School Board to incur liabilities and authorize expenditures from the respective budgeted funds during the fiscal year. The Superintendent and the Business Manager have the authority to enter into routine and necessary contracts or agreements to carry out the general business operations of the School Board.

Revised: December, 1995
Revised: October 4, 2011

Revised: October 3, 2023

Ref: La. Rev. Stat. Ann. §§17:88, 17:89, 39:1301-~~1316~~, 39:1302, 39:1303, 39:1304, 39:1305, 39:1306, 39:1307, 39:1308, 39:1309, 39:1310, 39:1311, 39:1312, 39:1313, 39:1314, 39:1315; Board minutes, 10-4-11, 10-3-23.

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AUDITS

The Lincoln Parish School Board requires all financial records and accounts, including business transactions, of the school district and each school to be audited. The audit of selected accounts shall be conducted by the office of the Legislative Auditor of the State of Louisiana in conformance with prescribed standards and legal requirements. Said audits, upon completion, shall be presented to the School Board for examination.

Other financial audits shall also be made of appropriate accounts upon the transfer, resignation, or dismissal of personnel responsible for receiving and disbursing school funds, or whenever, in the opinion of the School Board, a financial audit is deemed advisable. Internal auditors, a certified public accountant, or a reputable accounting firm shall conduct such audits as necessary.

All audits shall be conducted and filed in accordance with statutory provisions. Should any error or discrepancies be found as a result of any audit, those personnel found responsible for such error may be subject to disciplinary action.

ANNUAL AUDIT

Within six (6) months of the close of the fiscal year, the School Board shall require an annual examination of all financial statements, financial accountability, and review of all books and accounts of the School Board. Such a complete examination shall be conducted by a licensed certified public accountant(s), who has been engaged by the School Board and such examination shall be performed in accordance with generally accepted governmental auditing standards and the *Louisiana Governmental Audit Guide*. The accountant shall have access to and assistance privileges of all accounts, records, files, and any other forms of recordation of the School Board. However, the accountant shall comply with any and all restrictions imposed by law on documents, data, or information deemed confidential by law furnished to him/her during the examination. The report shall then be submitted to the Legislative Auditor.

Within thirty (30) days of notice of the approval and acceptance by the legislative auditor each year, the School Board shall post the most recent annual independent audit on its website.

Revised: October 3, 2023

Ref: La. Rev. Stat. Ann. §§~~17:81~~, 17:88, 17:89, 17:196, 24:513, 24:514, 24:515, Board minutes, 10-3-23 .

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EMERGENCY/CRISIS MANAGEMENT

CRISIS MANAGEMENT AND RESPONSE

Unanticipated tragic events can quickly escalate into a school-wide catastrophe if not dealt with immediately and effectively. School personnel shall plan in advance for the welfare, safety, and care of students and staff members. Every school shall be required to have a *Crisis Management and Response Plan* and a District Threat Assessment Team. The School District shall have an *Emergency Preparedness and Recovery Point of Contact*.

DEFINITIONS

A *Crisis Management and Response Plan* shall means a plan to address school safety and the incidence of a shooting or other violence at schools, on school buses, and at school-related activities; to respond effectively to such incidents; and to ensure that every student, teacher, and school employee has access to a safe, secure, and orderly school that is conducive to learning. ~~Such plans~~ The plan shall also address the management of any other emergency situation.

District Threat Assessment Team shall mean a team established by the School Board. The team shall include the Superintendent; the principal of each school; a person with responsibility over the school facilities; a mental health professional employed by the School Board, or, if the School Board has no such employee, a mental health professional selected by the Superintendent; any school resource officer employed by the School Board; any Junior Reserve Officer Training Corps instructor employed by the School Board; and the emergency preparedness and recovery point of contact.

Emergency preparedness and recovery point of contact which shall mean a person selected by the Superintendent to serve as a point of contact with local and state officials and the media in the event of an emergency.

CRISIS MANAGEMENT AND RESPONSE PLAN

The *Crisis Management and Response Plan* shall be prepared by each ~~public school~~ principal jointly with local law enforcement, fire, public safety, and emergency preparedness officials. The plan shall seek to utilize resources and information available through the Louisiana Commission on School and Nonprofit Security, La. Rev. Stat. Ann. §29:726.5, et seq. In preparing or revising the plan, the principal ~~and such officials shall consider and include, if appropriate,~~ shall consult with the District Threat Assessment Team. The principal and the Threat Assessment Team shall determine whether to consider input from students enrolled in the school and their parents, teachers at the school, other school employees, and community leaders.

The plan, which shall focus on preventing the loss of life and the injury of students and teachers and other school employees, shall:

1. Detail the roles and responsibilities of each school employee and of each local and state public safety and emergency preparedness office.
2. Include the relevant coordination agreements, services, and security measures of a school ~~and~~.
3. Provide for an all-hazards approach response plan for emergency events including any event with a hostage, an active shooter, or a building lock-down.
4. Provide for ~~parental the~~ notification of parents, faculty, staff, and local public safety officials in the event of a shooting or other violent incident or emergency situation.
5. ~~The plan may also~~ Provide for the counseling of students by mental health professionals, encouraging peer helper programs, and identifying students who may have experienced rejection or other traumatic life events.

Each principal, jointly with local law enforcement, fire, public safety, school resource officers, and emergency preparedness officials, shall review the plan at least once annually and shall revise the plan as necessary. ~~In reviewing and revising the plan, the principal and such officials shall consider and include input, if appropriate, from students enrolled in the school and their parents, teachers at the school, other school employees, and community leaders.~~ When conducting the annual review for a high school, the school principal shall seek input from the president of the senior class or the president of the student council, and at least one other responsible student selected by the principal as representatives of students enrolled in the high school. Each principal shall submit ~~such~~ the plan in writing to the Superintendent for approval at least once annually, including upon each revision, and shall notify all teachers and other school employees of the contents of the plan and any revisions made to it.

Within the first thirty (30) days of each school year, each principal shall conduct a safety drill to rehearse the components of the *Crisis Management and Response Plan*, including an active shooter scenario. In addition, each school year, each principal shall conduct at least one additional drill during high traffic or transition points in the school day. Not later than seven (7) days after ~~the~~ each drill, the principal shall submit a written report summarizing the details of the drill to the Superintendent. The Superintendent shall comment on the drill to the principal, who shall consider the comments in revising the plan.

Each Crisis Management and Response Plan shall provide that:

1. Classroom doors with locks shall be in compliance with all fire safety standards promulgated by the office of state fire marshal code enforcement and building safety of the Department of Public Safety and Corrections and shall remain locked during instructional time. Each plan shall provide that a locked door shall not obstruct egress.
2. If legislative funding is provided, bleeding control kits shall be placed in easily accessible locations in each school; and,
3. The principal shall designate employees to be trained in the proper use of a bleeding control kit and in traumatic injury response.

A person acting in good faith who administers aid for a traumatic injury, including through the use of a bleeding control kit, shall be immune from criminal and civil liability for the administration, unless personal injury results from the gross negligence or willful or wanton misconduct in the administration of aid.

Each school year, each principal shall be responsible for providing in-service training, which may be incorporated into a meeting or training session held for another purpose, for all teachers and school employees pertaining to the plan and shall involve local law enforcement, fire, public safety, and emergency preparedness officials in the preparation and presentation of the training. The training shall include an active shooter exercise. The training shall be reported to the Superintendent and the Louisiana Department of Education.

Each principal shall keep a copy of the approved plan in his office and shall provide a copy to the following individuals and departments, each of whom shall be responsible for keeping in his/her respective office a copy of the plan that is readily accessible in the event of a school shooting or other violent incident or emergency situation:

1. The president of the School Board;
2. The Superintendent; and,
3. The chief of police of the municipality or the sheriff of the parish where the school is located, as applicable, as well as the local fire chief whose office is in closest geographic proximity to the school.
4. The Louisiana Department of Education.
5. The Center for Safe Schools within the Governor's Office of Homeland Security and Emergency Procedures.

The School Board may adopt rules and regulations as it deems necessary to provide for the implementation of the provisions of this Plan.

The Superintendent shall make an annual report to the School Board on the status of the plan of each school under the School Board's jurisdiction and shall submit a copy of the report to the Louisiana Department of Education and the Center for Safe Schools.

OTHER EMERGENCY DRILLS

The Lincoln Parish School Board shall require procedures be planned by the principal and faculty of each school to assure orderly movement and evacuation of students to the safest area in the event of fire, weather, or other disasters. Practice drills shall be used to ensure the effectiveness of the procedures.

Every separate administration building shall conduct practice drills as well.

Revised: October 16, 2013
Revised: October 2, 2018
Revised: November 5, 2019
Revised: October 3, 2023

Ref: La. Rev. Stat. Ann. "17:416.16, 29:726.5, 29:726.5.1, 40:1578.6; Louisiana School Transportation Specifications and Procedures, Bulletin 119, Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of Education; Life Safety Code, National Fire Protection Association; Board minutes, 10-16-13, 10-2-18, 11-5-19, 10-3-23.

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DEFINITIONS

Crisis Management and Response Plan shall mean a plan to address school safety and the incidence of a shooting or other violence at schools, on school buses, and at school-related activities; to respond effectively to such incidents; and to ensure that every student, teacher, and school employee has access to a safe, secure, and orderly school that is conducive to learning. The plan shall also address the management of any other emergency situation.

District Threat Assessment Team shall mean a team established by the School Board. The team shall include the Superintendent; the principal of each school; a person with responsibility over the school facilities; a mental health professional employed by the School Board, or, if the School Board has no such employee, a mental health professional selected by the Superintendent; any school resource officer employed by the School Board; any Junior Reserve Officer Training Corps instructor employed by the School Board; and the emergency preparedness and recovery point of contact.

Emergency preparedness and recovery point of contact which shall mean a person selected by the Superintendent to serve as a point of contact with local and state officials and the media in the event of an emergency.

CRISIS MANAGEMENT AND RESPONSE PLAN

The *Crisis Management and Response Plan* shall be prepared by principal jointly with local law enforcement, fire, public safety, and emergency preparedness officials. The plan shall seek to utilize resources and information available through the Louisiana Commission on School and Nonprofit Security, La. Rev. Stat. Ann. §29:726.5, et seq. In preparing or revising the plan, the principal shall consult with the District Threat Assessment Team. The principal and the Threat Assessment Team shall determine whether to consider input from students enrolled in the school and their parents, teachers at the school, other school employees, and community leaders.

The plan, which shall focus on preventing the loss of life and the injury of students and

teachers and other school employees, shall:

1. Detail the roles and responsibilities of each school employee and of each local and state public safety and emergency preparedness office.
2. Include the relevant coordination agreements, services, and security measures of a school.
3. Provide for an all-hazards approach response plan for emergency events including any event with a hostage, an active shooter, or a building lock-down.
4. Provide for notification of parents, faculty, staff, and local public safety officials in the event of a shooting or other violent incident or emergency situation.
5. Provide for the counseling of students by mental health professionals, encouraging peer helper programs, and identifying students who may have experienced rejection or other traumatic life events.

Each principal, jointly with local law enforcement, fire, public safety, school resource officers, and emergency preparedness officials, shall review the plan at least once annually and shall revise the plan as necessary. When conducting the annual review for a high school, the school principal shall seek input from the president of the senior class or the president of the student council, and at least one other responsible student selected by the principal as representatives of students enrolled in the high school. Each principal shall submit the plan in writing to the Superintendent for approval at least once annually, including upon each revision, and shall notify all teachers and other school employees of the contents of the plan and any revisions made to it.

Within the first thirty (30) days of each school year, each principal shall conduct a safety drill to rehearse the components of the *Crisis Management and Response Plan*, including an active shooter scenario. In addition, each school year, each principal shall conduct at least one additional drill during high traffic or transition points in the school day. Not later than seven (7) days after each drill, the principal shall submit a written report summarizing the details of the drill to the Superintendent. The Superintendent shall comment on the drill to the principal, who shall consider the comments in revising the plan.

Each *Crisis Management and Response Plan* shall provide that:

1. Classroom doors with locks shall be in compliance with all fire safety standards promulgated by the office of state fire marshal code enforcement and building safety of the Department of Public Safety and Corrections and shall remain locked during instructional time. Each plan shall provide that a locked door shall not obstruct egress.

2. If legislative funding is provided, bleeding control kits shall be placed in easily accessible locations in each school; and,
3. The principal shall designate employees to be trained in the proper use of a bleeding control kit and in traumatic injury response.

A person acting in good faith who administers aid for a traumatic injury, including through the use of a bleeding control kit, shall be immune from criminal and civil liability for the administration, unless personal injury results from the gross negligence or willful or wanton misconduct in the administration of aid.

Each school year, each principal shall be responsible for providing in-service training, which may be incorporated into a meeting or training session held for another purpose, for all teachers and school employees pertaining to the plan and shall involve local law enforcement, fire, public safety, and emergency preparedness officials in the preparation and presentation of the training. The training shall include an active shooter exercise. The training shall be reported to the Superintendent and the Louisiana Department of Education.

Each principal shall keep a copy of the approved plan in his office and shall provide a copy to the following individuals and departments, each of whom shall be responsible for keeping in his/her respective office a copy of the plan that is readily accessible in the event of a school shooting or other violent incident or emergency situation:

1. The President of the School Board;
2. The Superintendent; and,
3. The chief of police of the municipality or the sheriff of the parish where the school is located, as applicable, as well as the local fire chief whose office is in closest geographic proximity to the school.
4. The Louisiana Department of Education.
5. The Center for Safe Schools within the Governor's Office of Homeland Security and Emergency Procedures.

The School Board may adopt rules and regulations as it deems necessary to provide for the implementation of the provisions of this Plan.

The Superintendent shall make an annual report to the School Board on the status of the plan of each school under the School Board's jurisdiction and shall submit a copy of the report to the Louisiana Department of Education and the Center for Safe Schools.

OTHER EMERGENCY DRILLS

The Lincoln Parish School Board shall require procedures be planned by the principal and faculty of each school to assure orderly movement and evacuation of students to the safest area in the event of fire, weather, or other disasters. Practice drills shall be used to ensure the effectiveness of the procedures.

Every separate administration building shall conduct practice drills as well.

Revised: October 16, 2013

Revised: October 2, 2018

Revised: November 5, 2019

Revised: October 3, 2023

Ref: La. Rev. Stat. Ann. "17:416.16, 29:726.5, 29:726.5.1, 40:1578.6; Louisiana School Transportation Specifications and Procedures, Bulletin 119, Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of Education; Life Safety Code, National Fire Protection Association; Board minutes, 10-16-13, 10-2-18, 11-5-19, 10-3-23.

PUBLIC HEALTH EMERGENCY

~~In light of the COVID-19 pandemic and the resulting public health emergency for the 2020-2021 school year, When a declared public health emergency exists, the Lincoln Parish School Board shall grant the Superintendent is authorized broad authority to develop, implement, and maintain administrative regulations and procedures necessary to protect employees, students, and others from the conditions giving rise to the declared emergency.~~

In the development and implementation of necessary administrative regulations and procedures for safely reopening schools and for maintaining the safety of employees, students, and others when schools are open during a health emergency, the Superintendent and staff shall rely upon the practices, guidelines, and suggestions of the Louisiana Department of Education in coordination with the Louisiana Department of Health and Hospitals. ~~The Superintendent is authorized to develop and revise plans for reopening schools or maintaining the safety of employees, students, and others and to make required submissions to governmental authorities with regard thereto.~~

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

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

~~A. Group Sizes~~

~~1. The maximum group size that may convene indoors in a single room, irrespective of room size, or outdoors at any given time are as follows:~~

- ~~a. phase 1—10 individuals;~~
- ~~b. phase 2—25 individuals; and~~
- ~~c. phase 3—50 individuals.~~

~~2. Group Composition~~

- ~~a. Younger students who are unable to wear face coverings or maintain a physical distance from other students or adults will be assigned static groups. This includes, at a minimum, students in grades 2 or lower. The static group composition will be maintained for as long as possible over the course of the 2020-2021 school year.~~

~~i. — *Physical Distance* means the act of an individual maintaining a space of six feet or more from another individual.~~

~~ii. — *Static Group* means a group whose composition of students and adults does not change.~~

~~b. — The composition of a group may change if students are able to maintain a physical distance of at least six (6) feet from other students and adults in a classroom or indoor setting, to the greatest extent possible.~~

~~c. — Students with disabilities must continue to receive special education and related services in the least restrictive environment. The reopening plan will factor in any additional service providers who may need to enter the classroom, students who receive services outside the classroom (e.g. resource, APE), and/or students who receive services through alternate instructional methods.~~

~~B. — Physical Standards for the use of School Facilities~~

~~1. — If a group convenes indoors, it must convene in a room enclosed by a wall or partition. This includes large rooms, such as a gymnasium or auditorium, which may include more than one group if each group is separated by a wall or partition.~~

~~2. — If groups convene outdoors, a physical barrier is not required, but each group must remain separated.~~

~~3. — To the greatest extent possible, each school must limit crowding at entry and exit points and maintain maximum group sizes and physical distance recommendations.~~

~~4. — If a room is used by more than one group in a single day, high-touch surfaces contained in that room will be cleaned before and after use by each group.~~

~~a. — High-Touch Surface means surfaces that are touched frequently, including but not limited to door handles, bathroom fixtures, drinking fountains, railings, desks, and other surfaces in school facilities or on school buses.~~

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

~~1. — Each school must establish an area used to isolate anyone showing signs of being sick. The isolation area must be cleaned after it is occupied by any sick student or adult.~~

- ~~2. Upon arriving at the school facility, each adult and student must be assessed for symptoms of COVID-19, as defined by the CDC. This includes an initial temperature check.~~

~~D. Environmental Cleaning and Personal Hygiene~~

- ~~1. High-touch surfaces must be cleaned multiple times per day, including bathrooms.~~
- ~~2. Students must wash or sanitize hands upon arrival at the school, at least every two (2) hours, before and after eating, before and after using outdoor play equipment, and before exiting the school facility.~~
- ~~3. While inside the school facility, all adults and students in grades 3 through 12 must wear a face covering to the greatest extent possible and practical within the local community context.~~
- ~~4. While inside the school facility, students in grades prekindergarten through 2 may wear a face covering.~~
- ~~5. While inside the school facility, children under two (2) years old and individuals with breathing difficulties should not wear a face covering.~~
- ~~6. A *Face Covering* means a piece of material used to cover both the nose and mouth for the purpose of forming a barrier to droplets or airborne particles that are coughed, sneezed, or exhaled when talking. Face coverings are meant to protect both the wearer of the face covering and surrounding individuals~~

~~E. Hygienic Supplies~~

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

~~F. Transportation~~

- ~~1. School buses used to transport students must not exceed the following~~

~~maximum capacity requirements:~~

- ~~2. a. phase 1 25 percent, including adults, of the school bus manufacturer capacity;~~
~~b. phase 2 50 percent, including adults, of the school bus manufacturer capacity; and~~
~~c. phase 3 75 percent, including adults, of the school bus manufacturer capacity.~~
- ~~3. Passengers on a school bus must be spaced to the greatest extent possible as follows:
a. phase 1 passengers must ride one (1) per seat. Every other seat must remain empty. Members of the same household may sit in the same seat or adjacent seats; and
b. phase 2 and 3 passengers must be dispersed throughout the bus to the greatest extent possible.~~

~~G. Student Programming Determinations~~

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

~~H. Essential Visitors to School Facilities~~

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

~~standards in this policy.~~

- ~~I. — Medical or disability impact exceptions to any standard in this policy should be addressed on an individual basis by the Superintendent as set forth in the School Board's policies.~~

New policy: August 4, 2020

Revised: October 3, 2023

Ref: La. Rev. Stat. Ann. §§17:81, 17:439.1, 17:3391; *Louisiana Handbook for School*

Administrators, Bulletin 741, Louisiana Department of Education; Board minutes, 8-4-20, 10-3-23.

PUBLIC HEALTH EMERGENCY

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

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

New policy: August 4, 2020

Revised: October 3, 2023

Ref: La. Rev. Stat. Ann. §§17:81, 17:439.1, 17:3391; Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of Education; Board minutes, 8-4-20, 10-3-23.

VIDEO/AUDIO MONITORING OF SCHOOL BOARD PROPERTY

The Lincoln Parish School Board shall authorize the use of School Board owned and/or installed video and audio cameras on any School Board property, buildings, or facilities and/or vehicles in an effort to ensure the health, safety, and welfare of all staff, students, and visitors to the school, and to safeguard School Board facilities and equipment.

The School Board shall notify employees, students, and/or visitors through appropriate methods that video monitoring/surveillance may occur on School Board property, in buildings and facilities, as well as campuses, parking lots, and school grounds belonging to, leased, or used by the School Board, or on any vehicle owned, leased, or used to transport students or for conduction of School Board business, or at any school sponsored event, activity, or function.

Notification shall also include the erection of clearly marked, written signs prominently displayed near the main entrance of school buildings, School Board property and facilities.

INSTALLATION AND OPERATION OF EQUIPMENT

Video and audio cameras may be installed in identified public areas where monitoring/surveillance is deemed necessary as determined by the Superintendent or his/her designee, but placement shall not be allowed where students, employees, or the public has a reasonable expectation of privacy, such as inside locker rooms and adult and student restrooms.

Monitor/surveillance equipment installed in outdoor areas shall monitor only those areas designated and shall not be directed to look through windows of adjacent buildings or onto adjacent property, whenever possible. Video monitors (reception equipment) shall be located in strictly controlled access areas. Only authorized and designated personnel shall have access to the reception equipment and area and monitors shall not be located as to permit public viewing.

The use of video and audio monitoring/surveillance equipment on school grounds shall be supervised and controlled by the building administrator and/or his/her designee, in conjunction with the Superintendent and/or his/her designee. Video recordings made at the schools or other facilities shall be maintained by the building administrator. Video monitoring/surveillance equipment shall be operated on a twenty-four (24) hour, seven (7) day a week basis.

Staff personnel permitted access to the video and audio monitoring/surveillance system and equipment shall be required to follow all operational regulations and procedures developed in accordance with this policy. Staff and students shall be prohibited from unauthorized use, tampering with, or otherwise interfering with the placement or

operations of the video and audio monitoring/surveillance equipment and system and shall be subject to appropriate disciplinary action including termination or expulsion.

The School Board shall provide reasonable safeguards, including but not limited to, password protection, network security, and control of physical access to protect the monitor/surveillance systems from vandals and unauthorized users. Proper training shall be provided for authorized users.

VIDEO/AUDIO RECORDINGS

Recordings made through the School Board's video/audio monitoring/surveillance system shall be confidential. The video recordings may only be viewed by the Superintendent and/or his/her designees. In the event a video recording reveals activity the Superintendent believes violates School Board policies or state or federal law, the Superintendent may turn over such video recordings to applicable law enforcement authorities. Individual(s) on such video recording who are violating statute or School Board policy shall be subject to appropriate disciplinary action.

Video and audio recordings shall be retained by the School Board for no less than thirty (30) days and no more than ninety (90) days, provided that the recordings may be kept for a longer period if the recordings reveal activity the Superintendent believes violates School Board policies or state or federal law. Video and audio recordings not retained for more than ninety (90) days shall have their images erased or taped over.

The Superintendent or his/her designee shall take **additional** steps as deemed appropriate to prevent unauthorized persons from accessing the recordings. Video/audio recordings (tapes or other storage devices) shall be stored in a secure, locked location in a controlled access area at the school or facility where maintained that will also protect the recordings from damage by fire or water. Each storage device shall be dated and labeled, whenever possible. Access to storage devices shall be limited to authorized, designated personnel only.

The School Board shall take precautions to ensure that student privacy shall be protected. Viewings of the recordings shall be limited to the appropriate school officials, law enforcement officials investigating an incident, and, upon request, a bona fide news gathering organization covering an incident, and the parent or legal guardian of a recorded student if there was an incident involving that student.

The Superintendent shall set and maintain procedures regarding the requests to review recordings by parents/legal guardians or bona fide news gathering organizations.

A log shall be maintained that provides details of all access to, and use (viewing) of any recorded material.

Video recordings may become a part of a student's educational record or employee's

personnel file. The School Board shall comply with all applicable state and federal laws and School Board policies related to the recording's maintenance and retention.

Video/audio recordings may be copied, distributed to, and viewed by public safety agencies, School Board safety and security personnel, the parish District Attorney, and/or appropriate law enforcement personnel, when approved by the Superintendent or his/her designee, or when subpoenaed for any court proceedings. Video recordings shall not be viewed by, copied, or released to any other person or agencies not referenced above except when specifically authorized by the Superintendent.

The provisions of this policy shall not affect a parent's or legal guardian's right to access video recordings from cameras in special education classrooms pursuant to La. Rev. Stat. Ann. §17:1948.

ACCESS TO PERSONAL INFORMATION

Generally, video and audio recordings made through the School Board's video monitoring/surveillance system shall not be considered public record. Access, however, to personal information contained in any recordings may be granted in whole or in part to an individual upon submission of a properly executed subpoena.

The School Board's surveillance and security video recordings shall not be considered "personally identifiable information" as defined by La. Rev. Stat. Ann. §17:3914.

New policy: December 6, 2022
Revised: October 3, 2023

Ref: La. Rev. Stat. Ann. §§17:81, 17:3914, 44:3.1.1; Board minutes, 12-6-22, 10-3-23.

VIDEO/AUDIO MONITORING OF SCHOOL BOARD PROPERTY

The Lincoln Parish School Board shall authorize the use of School Board owned and/or installed video and audio cameras on any School Board property, buildings, or facilities and/or vehicles in an effort to ensure the health, safety, and welfare of all staff, students, and visitors to the school, and to safeguard School Board facilities and equipment.

The School Board shall notify employees, students, and/or visitors through appropriate methods that video monitoring/surveillance may occur on School Board property, in buildings and facilities, as well as campuses, parking lots, and school grounds belonging to, leased, or used by the School Board, or on any vehicle owned, leased, or used to transport students or for conduction of School Board business, or at any school sponsored event, activity, or function.

Notification shall also include the erection of clearly marked, written signs prominently displayed near the main entrance of school buildings, School Board property and facilities.

INSTALLATION AND OPERATION OF EQUIPMENT

Video and audio cameras may be installed in identified public areas where monitoring/surveillance is deemed necessary as determined by the Superintendent or his/her designee, but placement shall not be allowed where students, employees, or the public has a reasonable expectation of privacy, such as inside locker rooms and adult and student restrooms.

Monitor/surveillance equipment installed in outdoor areas shall monitor only those areas designated and shall not be directed to look through windows of adjacent buildings or onto adjacent property, whenever possible. Video monitors (reception equipment) shall be located in strictly controlled access areas. Only authorized and designated personnel shall have access to the reception equipment and area and monitors shall not be located as to permit public viewing.

The use of video and audio monitoring/surveillance equipment on school grounds shall be supervised and controlled by the building administrator and/or his/her designee, in conjunction with the Superintendent and/or his/her designee. Video recordings made at the schools or other facilities shall be maintained by the building administrator. Video monitoring/surveillance equipment shall be operated on a twenty-four (24) hour, seven (7) day a week basis.

Staff personnel permitted access to the video and audio monitoring/surveillance system and equipment shall be required to follow all operational regulations and procedures developed in accordance with this policy. Staff and students shall be prohibited from unauthorized use, tampering with, or otherwise interfering with the placement or

operations of the video and audio monitoring/surveillance equipment and system and shall be subject to appropriate disciplinary action including termination or expulsion.

The School Board shall provide reasonable safeguards, including but not limited to, password protection, network security, and control of physical access to protect the monitor/surveillance systems from vandals and unauthorized users. Proper training shall be provided for authorized users.

VIDEO/AUDIO RECORDINGS

Recordings made through the School Board's video/audio monitoring/surveillance system shall be confidential. The video recordings may only be viewed by the Superintendent and/or his/her designees. In the event a video recording reveals activity the Superintendent believes violates School Board policies or state or federal law, the Superintendent may turn over such video recordings to applicable law enforcement authorities. Individual(s) on such video recording who are violating statute or School Board policy shall be subject to appropriate disciplinary action.

Video and audio recordings shall be retained by the School Board for no less than thirty (30) days and no more than ninety (90) days, provided that the recordings may be kept for a longer period if the recordings reveal activity the Superintendent believes violates School Board policies or state or federal law. Video and audio recordings not retained for more than ninety (90) days shall have their images erased or taped over.

The Superintendent or his/her designee shall take steps as deemed appropriate to prevent unauthorized persons from accessing the recordings. Video/audio recordings (tapes or other storage devices) shall be stored in a secure, locked location in a controlled access area at the school or facility where maintained that will also protect the recordings from damage by fire or water. Each storage device shall be dated and labeled, whenever possible. Access to storage devices shall be limited to authorized, designated personnel only.

The School Board shall take precautions to ensure that student privacy shall be protected. Viewings of the recordings shall be limited to the appropriate school officials, law enforcement officials investigating an incident, and, upon request, a bona fide news gathering organization covering an incident, and the parent or legal guardian of a recorded student if there was an incident involving that student.

The Superintendent shall set and maintain procedures regarding the requests to review recordings by parents/legal guardians or bona fide news gathering organizations.

A log shall be maintained that provides details of all access to, and use (viewing) of any recorded material.

Video recordings may become a part of a student's educational record or employee's

personnel file. The School Board shall comply with all applicable state and federal laws and School Board policies related to the recording's maintenance and retention.

Video/audio recordings may be copied, distributed to, and viewed by public safety agencies, School Board safety and security personnel, the parish District Attorney, and/or appropriate law enforcement personnel, when approved by the Superintendent or his/her designee, or when subpoenaed for any court proceedings. Video recordings shall not be viewed by, copied, or released to any other person or agencies not referenced above except when specifically authorized by the Superintendent.

The provisions of this policy shall not affect a parent's or legal guardian's right to access video recordings from cameras in special education classrooms pursuant to La. Rev. Stat. Ann. §17:1948.

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Generally, video and audio recordings made through the School Board's video monitoring/surveillance system shall not be considered public record. Access, however, to personal information contained in any recordings may be granted in whole or in part to an individual upon submission of a properly executed subpoena.

The School Board's surveillance and security video recordings shall not be considered "personally identifiable information" as defined by La. Rev. Stat. Ann. §17:3914.

New policy: December 6, 2022
Revised: October 3, 2023

Ref: La. Rev. Stat. Ann. §§17:81, 17:3914, 44:3.1.1; Board minutes, 12-6-22, 10-3-23.

STUDENT TRANSPORTATION MANAGEMENT

The Lincoln Parish School Board shall provide to eligible students school transportation services which shall meet the objectives of safety, efficiency, adequacy, and economy. Through the use of publicly and privately owned buses, the School Board shall maintain a student transportation program that shall conform to or exceed minimum standards as set forth by pertinent statutes and the Louisiana Department of Education, as well as regulations established by the Supervisor of Transportation. It shall be unlawful for the School Board to permit the transport at one time a number of children on a school bus that exceeds the number of seats available on that bus.

All vehicles, owned by either the school district or contract bus operators, shall carry evidence of insurance and be registered, marked, and equipped according to law. Contract bus operators who purchase their own insurance shall be required to annually submit to the Supervisor of Transportation proof of proper and valid insurance coverage prior to any usage of the bus. Should any coverage aspects or insurance policy provisions change during the year, the bus operator shall notify the Supervisor of Transportation immediately.

All buses and other vehicles used primarily for the transportation of students shall be inspected by the assigned driver and the Supervisor of Transportation on a regular basis. All school vehicles shall be inspected a minimum of twice a year, once during June, July or August and certified as safe prior to the beginning of the school session, and once during December, January, or February of each school year, by an approved Louisiana Motor Vehicle Inspection Station. Buses fifteen (15) years of age or older shall be inspected more frequently than other buses to assure effectiveness of operation and safety of students.

All school buses used to transport students shall at all times be driven by bus operators, regular and substitute, possessing a valid Commercial Driver's License (CDL) with proper endorsements, and having completed state-required pre-service certification training, in accordance with provisions outlined in Louisiana School Transportation Specifications and Procedures, Bulletin 119. All school bus operators, including contract bus operators, shall be required to personally operate the school bus assigned or owned, except in the case of illness or emergency. In such cases, a substitute shall be assigned by the Supervisor of Transportation.

SCHOOL ACTIVITIES

The use of any van (cargo or passenger) in any capacity for the purpose of transporting students to and from any school-related activity shall be prohibited. However, the use of Multifunction School Activity Buses (MFSAB) is allowed for transporting students to activities. Although classified as buses, they may not be used for transporting students between home and school bus stops.

BUS PURCHASES

It is the policy of the Lincoln Parish School Board that any used school bus purchased for use in the parish shall meet current statutory requirements for motor vehicles and shall meet Louisiana specifications for school buses that were in effect on the date the vehicle was manufactured. All bus purchases shall require prior approval of the School Board.

School buses used to transport students, including activity and backup buses, shall not be more than twenty-five (25) years old. All replacement school buses, at the time they are acquired by the owner, shall be ten (10) or less model years old. The number of years shall be reckoned from the date of introduction of the model year. This shall apply to buses purchased by veteran owners/operators, by newly hired owners/operators and by the School Board, individual schools, booster clubs, etc., for the purposes of transporting children to and from school and school-related activities and for use as spare buses.

When a new bus is purchased or the ownership of a bus is transferred, the bus operator shall assure that the bus is in compliance with all requirements contained in applicable laws and school district regulations. All buses so purchased shall be required to satisfactorily pass all mandated inspections prior to any usage.

Revised: November, 1993

Revised: October, 1997

Revised: August, 2000

Revised: September 5, 2006

Revised: October 3, 2023

Ref: La. Rev. Stat. Ann. §§17:158, 17:158.1, 17:158.2, 17:158.3, 17:158.4, 17:158.5, 17:158.6, 17:158.7, 17:159, 17:159.1, 17:159.2, 17:160, 17:161, 17:162, 17:163, 17:164, 17:165, 17:166, 17:492, 32:293, 32:378; Olive Morgan v. Livingston Parish School Board, First Circuit Court of Appeals, March 1991; Louisiana

School Transportation Specifications and Procedures, Bulletin 119, Louisiana Department of Education; Board minutes, 9-5-06, 10-3-23.

STUDENT TRANSPORTATION MANAGEMENT

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All vehicles, owned by either the school district or contract bus operators, shall carry evidence of insurance and be registered, marked, and equipped according to law. Contract bus operators who purchase their own insurance shall be required to annually submit to the Supervisor of Transportation proof of proper and valid insurance coverage prior to any usage of the bus. Should any coverage aspects or insurance policy provisions change during the year, the bus operator shall notify the Supervisor of Transportation immediately.

All buses and other vehicles used primarily for the transportation of students shall be inspected by the assigned driver and the Supervisor of Transportation on a regular basis. All school vehicles shall be inspected a minimum of twice a year, once during June, July or August and certified as safe prior to the beginning of the school session, and once during December, January, or February of each school year, by an approved Louisiana Motor Vehicle Inspection Station. Buses fifteen (15) years of age or older shall be inspected more frequently than other buses to assure effectiveness of operation and safety of students.

All school buses used to transport students shall at all times be driven by bus operators, regular and substitute, possessing a valid Commercial Driver's License (CDL) with proper endorsements, and having completed state-required pre-service certification training, in accordance with provisions outlined in Louisiana School Transportation Specifications and Procedures, Bulletin 119. All school bus operators, including contract bus operators, shall be required to personally operate the school bus assigned or owned, except in the case of illness or emergency. In such cases, a substitute shall be assigned by the Supervisor of Transportation.

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The use of any van (cargo or passenger) in any capacity for the purpose of transporting students to and from any school-related activity shall be prohibited. However, the use of Multifunction School Activity Buses (MFSAB) is allowed for transporting students to activities. Although classified as buses, they may not be used for transporting students between home and school bus stops.

BUS PURCHASES

It is the policy of the Lincoln Parish School Board that any used school bus purchased for use in the parish shall meet current statutory requirements for motor vehicles and shall meet Louisiana specifications for school buses that were in effect on the date the vehicle was manufactured. All bus purchases shall require prior approval of the School Board.

School buses used to transport students, including activity and backup buses, shall not be more than twenty-five (25) years old. All replacement school buses, at the time they are acquired by the owner, shall be ten (10) or less model years old. The number of years shall be reckoned from the date of introduction of the model year. This shall apply to buses purchased by veteran owners/operators, by newly hired owners/operators and by the School Board, individual schools, booster clubs, etc., for the purposes of transporting children to and from school and school-related activities and for use as spare buses.

When a new bus is purchased or the ownership of a bus is transferred, the bus operator shall assure that the bus is in compliance with all requirements contained in applicable laws and school district regulations. All buses so purchased shall be required to satisfactorily pass all mandated inspections prior to any usage.

Revised: November, 1993

Revised: October, 1997

Revised: August, 2000

Revised: September 5, 2006

Revised: October 3, 2023

Ref: La. Rev. Stat. Ann. §§17:158, 17:158.1, 17:158.2, 17:158.3, 17:158.4, 17:158.5, 17:158.6, 17:158.7, 17:159, 17:159.1, 17:159.2, 17:160, 17:161, 17:162, 17:163, 17:164, 17:165, 17:166, 17:492, 32:293, 32:378; Olive Morgan v. Livingston Parish School Board, First Circuit Court of Appeals, March 1991; Louisiana

School Transportation Specifications and Procedures, Bulletin 119, Louisiana Department of Education; Board minutes, 9-5-06, 10-3-23.

SICK LEAVE

The Lincoln Parish School Board shall grant all employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness or other emergencies or special circumstances without loss of pay. In any instance where an employee believes he or she would qualify for sick leave under the "special circumstances" provision, he or she shall provide such circumstances in advance, in writing, to the Superintendent for consideration and review.

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

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

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

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

TERMINOLOGY

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

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

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

CERTIFICATION OF ABSENCE

An employee who is absent for six (6) or more consecutive days shall be required to present a certificate from a ~~physician, physician assistant~~ clinician certifying such illness. Clinician means a physician, physician assistant providing healthcare services in accordance with Louisiana law, or an advanced practice registered nurse ~~practitioner~~ providing healthcare services in accordance with Louisiana law, ~~certifying such absence upon return to work~~. In the case of repeated absences of less than six (6) days because of illness, the School Board reserves the right to require verification of illness. Should a pattern of behavior so warrant, upon the request of the Superintendent or School Board, the employee shall be required, at the expense of the School Board, to provide a certificate from a ~~physician~~ clinician specified by the Superintendent or School Board, in order to verify the existence of ~~an illness, injury, or~~ a medical ~~emergency~~ necessity.

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

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

SICK LEAVE FOR EMERGENCIES

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

1. Illness or death within the immediate family - husband, wife, children and their spouses, parents, brothers and sisters and their spouses; spouse's parents, spouse's brothers and sisters and their spouses; grandparents and grandchildren (including step-relations);
2. Weather conditions - hurricane, tornado, snowstorm, flood, accident, when approved by the Superintendent or designee;

3. Court summons; or
4. Other unusual circumstances as approved by the Superintendent or designee.

EXTENDED SICK LEAVE

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

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

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

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

Definitions

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

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

Infant means a child under one year of age.

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

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

Extended Sick Leave for Maternity or Adoptive Purposes

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

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~~ clinician 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~~ an employee uses extended sick leave, a statement from a ~~licensed physician~~ clinician 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~~ clinician'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 are presented within three (3) days after the ~~teacher or school~~ employee returns to service. However, the School Board or Superintendent reserves the right to question the validity of the medical certification after the three (3) 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~~ clinician's statement shall be submitted prior to the start of the next school year in order to be eligible for continued extended sick leave.

SICK LEAVE FOR ASSAULT OR BATTERY

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

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

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

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

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

If any employee is receiving sick leave as a result of assault or battery as provided in this section and begins receiving retirement benefits, the sick leave provided herein shall cease.

SICK LEAVE FOR PHYSICAL CONTACT WITH A STUDENT

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

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

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

VALIDITY OF ~~PHYSICIAN'S~~ CLINICIAN'S CERTIFICATION

If at any time during the period of certified disability the School Board questions the validity or accuracy of the ~~physician's~~ clinician'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~~ clinician selected by the School Board.

Any further review of medical certification shall proceed as follows:

1. Upon review of the ~~physician's~~ clinician'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~~ clinician selected by the School Board or Superintendent. If the ~~physician~~ clinician finds medical necessity or certifies a disability, the leave shall be granted.
2. If the selected ~~physician~~ clinician disagrees with the original medical certification from the ~~physician~~ clinician 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~~ clinician, whose name appears next in the rotation of

~~physicians~~ clinicians 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~~-clinician.

3. In the determination of the validity of a ~~physician's~~-clinician's certification, the opinion of all ~~physician's~~-clinicians 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~~-clinician shall be confidential and shall not be subject to the public records law.

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

SICK LEAVE/WORKERS' COMPENSATION

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

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

VESTING OF SICK LEAVE

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

or transferred such days for retirement credit, shall be transferred, returned to, or continued by the School Board and shall be retained to the credit of *teacher or school employee*.

PAYMENT UPON RETIREMENT OR DEATH

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

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

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

Revised: September, 1985
Revised: November, 1985
Revised: January, 1989
Revised: December, 1991
Revised: December, 1992
Revised: December, 1995
Revised: August, 1999
Revised: August, 2001
Revised: July, 2003
Revised: September, 2004
Revised: March, 2007

Revised: November 11, 2008
Revised: October 2, 2012
Revised: November 13, 2012
Revised: October 7, 2014
Revised: February 6, 2018
Revised: March 5, 2019
Revised: February 2, 2021
Revised: January 11, 2022
Revised: December 6, 2022
Revised: October 3, 2023

Ref: La. Rev. Stat. Ann. §§14:125, 17:425, 17:425.1, 17:500, 17:500.1, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1, 17:1206.2; Board minutes, 12-6-88, 7-1-03, 11-9-04, 4-10-07, 11-11-08, 10-2-12, 11-13-12, 10-7-14, 2-6-18, 3-5-19, 2-2-21, 1-11-22, 12-6-22, 10-3-23.

SICK LEAVE

The Lincoln Parish School Board shall grant all employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness or other emergencies or special circumstances without loss of pay. In any instance where an employee believes he or she would qualify for sick leave under the "special circumstances" provision, he or she shall provide such circumstances in advance, in writing, to the Superintendent for consideration and review.

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

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

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

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

TERMINOLOGY

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

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

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

CERTIFICATION OF ABSENCE

An employee who is absent for six (6) or more consecutive days shall be required to present a certificate from a clinician certifying such illness. *Clinician* means a physician, physician assistant providing healthcare services in accordance with Louisiana law, or an advanced practice registered nurse providing healthcare services in accordance with Louisiana law. 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 clinician specified by the Superintendent or School Board, in order to verify the existence of a medical necessity.

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

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

SICK LEAVE FOR EMERGENCIES

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

1. Illness or death within the immediate family - husband, wife, children and their spouses, parents, brothers and sisters and their spouses; spouse's parents, spouse's brothers and sisters and their spouses; grandparents and grandchildren (including step-relations);
2. Weather conditions - hurricane, tornado, snowstorm, flood, accident, when approved by the Superintendent or designee;
3. Court summons; or
4. Other unusual circumstances as approved by the Superintendent or designee.

EXTENDED SICK LEAVE

The School Board shall permit employees to take up to ninety (90) days of extended sick leave in each six-year period of employment which may be used for a medical necessity at any time the employee has no remaining regular sick leave balance at the time the extended sick leave is set to begin. 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 clinician, of the employee or a member of his/her immediate family.

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

Extended Sick Leave for Maternity or Adoptive Purposes

Each employee granted maternity or adoptive leave in accordance with state law and

who has no remaining sick leave balance available may be granted up to (30) days of additional extended sick leave in each six-year period of employment for personal illness relating to pregnancy, illness of an infant, or for required medical visits certified by a clinician as relating to infant or maternal health, prior to extended sick leave being taken.

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 clinician 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 an employee uses extended sick leave, a statement from a clinician 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.

The required clinician's statement may be presented along with the request for extended sick leave subsequent to the employee's return to service. In such a case, the extended sick leave shall be granted for all days for which extended sick leave is requested, provided the request and required documentation are presented within three (3) days after the employee returns to service. However, the School Board or Superintendent reserves the right to question the validity of the medical certification after the three (3) 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 clinician's statement shall be submitted prior to the start of the next school year in order to be eligible for continued extended sick leave.

SICK LEAVE FOR ASSAULT OR BATTERY

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

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

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

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

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

If any employee is receiving sick leave as a result of assault or battery as provided in this section and begins receiving retirement benefits, the sick leave provided herein shall cease.

SICK LEAVE FOR PHYSICAL CONTACT WITH A STUDENT

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

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

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

VALIDITY OF CLINICIAN'S CERTIFICATION

If at any time during the period of certified disability the School Board questions the validity or accuracy of the clinician'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 clinician selected by the School Board.

Any further review of medical certification shall proceed as follows:

1. Upon review of the clinician'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 clinician selected by the School Board or Superintendent. If the clinician finds medical necessity or certifies a disability, the leave shall be granted.
2. If the selected clinician disagrees with the original medical certification from the clinician 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* clinician, whose name appears next in the rotation of clinicians 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 clinician.
3. In the determination of the validity of a clinician's certification, the opinion of *all* clinicians 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 clinician shall be confidential and shall not be subject to the public records law.

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

SICK LEAVE/WORKERS' COMPENSATION

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

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

VESTING OF SICK LEAVE

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

PAYMENT UPON RETIREMENT OR DEATH

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

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

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

Revised: September, 1985
Revised: November, 1985
Revised: January, 1989
Revised: December, 1991
Revised: December, 1992
Revised: December, 1995
Revised: August, 1999
Revised: August, 2001
Revised: July, 2003
Revised: September, 2004
Revised: March, 2007

Revised: November 11, 2008
Revised: October 2, 2012
Revised: November 13, 2012
Revised: October 7, 2014
Revised: February 6, 2018
Revised: March 5, 2019
Revised: February 2, 2021
Revised: January 11, 2022
Revised: December 6, 2022
Revised: October 3, 2023

Ref: La. Rev. Stat. Ann. §§14:125, 17:425, 17:425.1, 17:500, 17:500.1, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1, 17:1206.2; Board minutes, 12-6-88, 7-1-03, 11-9-04, 4-10-07, 11-11-08, 10-2-12, 11-13-12, 10-7-14, 2-6-18, 3-5-19, 2-2-21, 1-11-22, 12-6-22, 10-3-23.

MATERNITY AND ADOPTIVE LEAVE

MATERNITY LEAVE

The Lincoln Parish School Board shall grant to regular employees *leave without pay* for maternity purposes for a reasonable period of time before and after the birth of a child. *Reasonable period of time* means that period during which the female employee is disabled on account of pregnancy, childbirth, or related medical conditions. *Regular employees*, for purposes of this policy, shall mean teachers serving under contract (not to include substitute teachers or teachers replacing others on leave) and other female employees who are employed by the School Board on a regular basis. Such leave shall be granted upon proper application to the School Board for maternity leave.

Employees may be permitted to use current and accumulated sick leave days in lieu of maternity leave upon proper request. The period of disability for which sick leave may be used shall be determined by the employee's physician, in conjunction with the employee and appropriate school personnel, and submitted to the School Board in writing.

Each **teacher employee** granted maternity leave in accordance with state law who has no remaining sick leave days available may also be granted up to thirty (30) days of extended sick leave in each six-year period of employment in accordance with policy *GBRIB, Sick Leave*.

Application

A pregnant employee may remain on the job as long as she is performing her duties competently as determined by her immediate supervisor. The employee shall fill out a *Maternity Leave Request* form, giving as much advance notice as possible, but in no case less than thirty (30) days prior to the beginning date of leave, except in emergency situations. The form must be accompanied by a statement from a physician verifying the state of pregnancy and expected dates of disability due to pregnancy. Such certificate shall follow the same standards as for submission of certificates for sick leave as found under *Certification of Absence* in policy *GBRIB, Sick Leave*. Failure to comply with the notice and other requirements of this policy may be considered willful neglect of duty and may result in disciplinary action up to and including termination.

ADOPTIVE LEAVE

The School Board shall grant leaves of absence not to exceed thirty (30) days to regular employed teachers after the legal adoption of a child. If multiple children are adopted on the same date, the event shall be considered a single qualifying event. The granting of such leave shall not affect any of the tenure rights with the teacher may have acquired under state law.

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

Revised: March 5, 2019
Revised: July 12, 2022
Revised: October 3, 2023

Ref: La. Rev. Stat. Ann. "17:1171, 17:1211, 23:334, 23:341, 23:342; Op. Atty Gen., Oct. 5, 1973; Board minutes, 3-5-19, 7-12-22, 10-3-23.

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Oct. 5, 1973; Board minutes, 3-5-19, 7-12-22, 10-3-23.

Lincoln Parish School Board
410 South Farmerville Street
Ruston, Louisiana 71270-4699
Phone 318-255-1430 - Facsimile 318-255-1433



Ricky Durrett
Superintendent

Joe E. Mitcham, Jr.
President

TO: Lincoln Parish School Board Members
FROM: Ricky Durrett, Superintendent
DATE: September 26, 2023
SUBJECT: CMAR – Simsboro School Capital Improvements 2023 Bond Project

Background

At the June 6, 2023 Board meeting, authorization was given to use the Construction Management at Risk Service (CMAR) for the Simsboro School District No. 3 Bond Construction. Bids for this project were advertised and six submissions were received by the September 8, 2023 deadline at the Lincoln Parish School Board office as stipulated in the advertisement.

A committee of five members including, Clark Canterbury, Danny Hancock, George Mack, Jr., Kevin Singh and Steve Traxler served in this selection process. The committee reviewed the six submissions narrowing them down to three companies for the final interview held on September 20, 2023. Following this process and after final tabulation, Lincoln Builders of Ruston, Inc. was selected for the project.

Recommendation

We recommend that the Board approve the selection of Lincoln Builders of Ruston, Inc. for the CMAR – Simsboro School Capital Improvements 2023 Bond Project.

Contact Person:

Ricky Durrett



Lincoln Parish School Board
410 South Farmerville Street
Ruston, LA 71270
(318) 255-1430

Ricky Durrett
Superintendent

Joe E. Mitcham, Jr.
President

MEMO

TO: Lincoln Parish School Board Members

FROM: David Hoefler and Sheila Nugent

DATE: September 27, 2023

SUBJECT: Request for Proposal for Bus Air Conditioning Units for Lincoln Parish School Board Buses

Background

The LDOE Director of Federal Programs recently spoke of the use of ESSER pandemic funding to purchase air conditioning units for buses, citing their value in not only cooling buses during extreme temperatures, but also in helping to improve air quality. Currently, per CDC recommendations, our school buses operate with open windows to facilitate airflow and provide fresh air. Based on research recommendations, when bus windows are open, HVAC systems can help bring in fresh air and remove any contagion-carrying droplets. Open windows, combined with bus HVAC systems with the appropriate air filters, will provide a safer environment for our bus riders and drivers, particularly as the number of cases of COVID-19 are beginning to rise.

Recommendation

That the Board grant the Superintendent permission to issue a Request for Proposal to purchase retrofit air conditioning systems for approximately 35 school buses, with an option for more buses as ESSER funding allows, to provide a safer bus riding experience for our students and drivers, and that the Board grants the Superintendent permission to accept the lowest bid meeting specifications as outlined on the Request for Proposal.

Contact Person


David Hoefler
Dr. Sheila Nugent



Lincoln Parish School Board
410 South Farmerville Street
Ruston, Louisiana 71270-4699
Phone 318-255-1430 - Facsimile 318-255-1433

Ricky Durrett
Superintendent
Joe E. Mitcham, Jr.
President

TO: Lincoln Parish School Board Members

FROM: Ricky Durrett, Superintendent
Juanita Duke, Chief Financial Officer 

DATE: September 27, 2023

SUBJECT: November Salary Supplements (13th Checks)

Background

At June 30, 2023, the fund balance for the 2000 Sales Tax Fund is approximately \$5,787,111. After evaluating collections and group health costs in the 2000 Sales Tax fund this past year and current year budget projections, staff counts and retirement costs, we propose an increase in the November salary supplement amounts with \$3,700 (\$500 increase) being paid to certificated employees and \$1,850 (\$250 increase) being paid to support employees.

The estimated cost of this distribution to the 2000 Sales Tax Fund is \$2,940,945. The 2000 Sales Tax fund also funds a portion of the May salary supplement distribution each year. Total annual expenditures are currently budgeted to be \$5,657,771.

In the future, a reduction may be necessary if we have a decline in collections or an increase in staff counts, retirement costs, or group insurance costs - all of which are factors in determining funds available for supplement payments.

Recommendation

That the Board approve the amount of the November salary supplements to be distributed to salaried employees on November 16, 2023 in the amounts of \$3,700 for certified positions and \$1,850 for support positions.

Contact Person:

Juanita Duke

OCTOBER 2023 PERSONNEL

STAFF RETIREMENT

EFFECTIVE DATE	POSITION	LOCATION	EMPLOYEE
December 21, 2023	School Secretary	Glen View Elementary	Cheryl Williams

FACULTY RESIGNATION

September 23, 2023	Music	Ruston High	Mathan Trahan
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FACULTY RECOMMENDATIONS

EFFECTIVE DATE	POSITION	LOCATION	FORMER EMPLOYEE	REASON FOR LEAVING	EMPLOYEE RECOMMENDED	FUNDING SOURCE
September 8, 2023	Science	Ruston High	Kai Burrell	Resigned	Chloe Winstead	General Fund
September 14, 2023	Online Administrator/ Coach	Youth Rescue Center	Angelia Borden	Transferred	Todd Garvin	General Fund

BUS OPERATOR RESIGNATION

EFFECTIVE DATE	POSITION	LOCATION	EMPLOYEE
September 23, 2023	Bus Operator	Transportation	Jessica Jenkins

BUS OPERATOR RECOMMENDATIONS

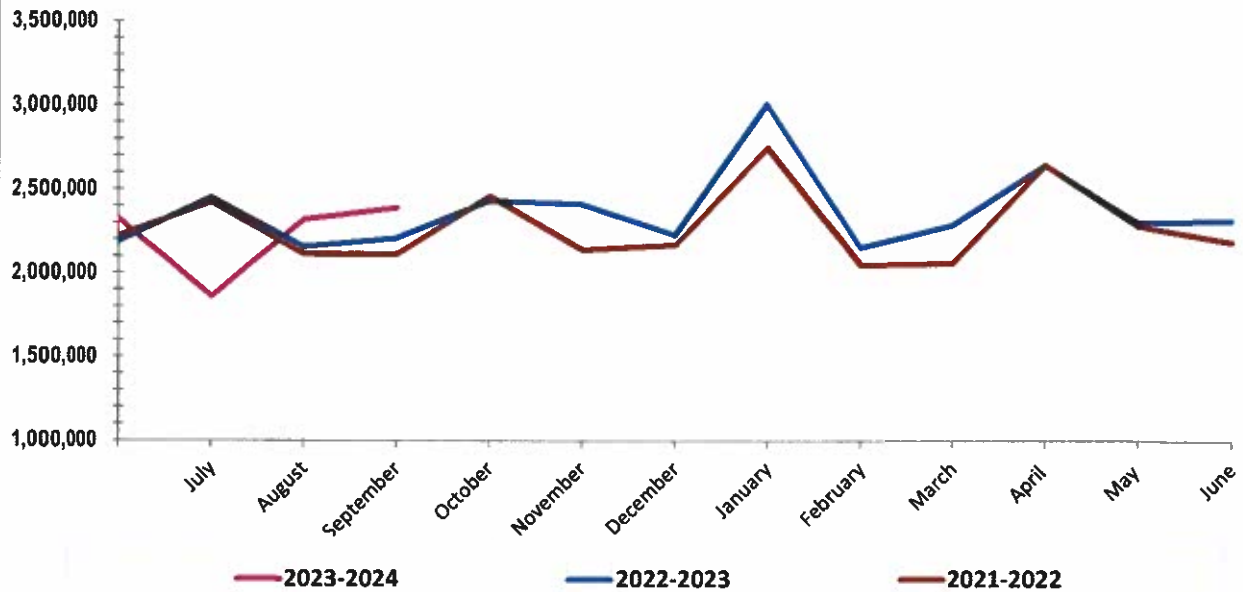
EFFECTIVE DATE	POSITION	LOCATION	FORMER EMPLOYEE	REASON FOR LEAVING	EMPLOYEE RECOMMENDED	FUNDING SOURCE
September 12, 2023	Bus Operator- Itinerate	Transportation	Christopher Joiner	Transferred	Joseph Fletcher	ESSER
September 25, 2023	Bus Operator- Itinerate	Transportation	Kimberly Salsberry Jones	Transferred	Alton Roane	ESSER

Consolidated Sales Tax Report For Period Ended: September 30, 2023

(All Reports are Cash-Basis)

Report of Gross Receipts						
Month Received	2021-2022	2022-2023	YPM % Change	2023-2024	Difference	
					%	Amount
July	2,422,742.60	2,450,330.31	1.14%	1,858,655.62	-24.15%	-591,674.69
August	2,110,577.11	2,157,258.27	2.21%	2,318,156.32	7.46%	160,898.05
September	2,110,298.05	2,207,272.67	4.60%	2,390,270.68	8.29%	182,998.01
October	2,458,174.16	2,431,998.76	-1.06%		0.00%	0.00
November	2,137,869.20	2,412,313.32	12.84%		0.00%	0.00
December	2,167,408.09	2,227,273.58	2.76%		0.00%	0.00
January	2,753,211.77	3,012,057.65	9.40%		0.00%	0.00
February	2,046,171.46	2,154,288.56	5.28%		0.00%	0.00
March	2,058,202.45	2,287,346.71	11.13%		0.00%	0.00
April	2,646,682.67	2,644,855.59	-0.07%		0.00%	0.00
May	2,282,235.54	2,305,076.62	1.00%		0.00%	0.00
June	2,187,694.49	2,319,683.39	6.03%		0.00%	0.00
FYTD Totals	27,381,267.59	28,609,755.43	4.49%	6,567,082.62	22.95%	-247,778.63
FYTD Change	16.55% (PE 8.83%)		4.49%	22.95%		-3.64%

Comparison of Monthly Sales Tax Receipts 3 Fiscal Years (2021-22, 2022-23, 2023-24)



Notes:

Actual September 2023 receipts are up 8.29% over September 2022 receipts. Collections fiscal year to date (FYTD) represents 22.95% of collections received in the prior year, which is an overall decrease of (3.64%) in collections through the second month of 2023-24. The decline is due to a one-time sales tax refund in the amount of approximately \$670,000 withheld from July collections. Audit Recovery for the year totals \$20,132.13 which is a decrease of 42.83% from last year.

LINCOLN PARISH SCHOOL BOARD
Ruston, Louisiana
Interim Financial Report Summary (Cash-Basis)
August 31, 2023

	BEGINNING FUND BALANCE July 1, 2023	YTD REVENUES	YTD EXPENDITURES	YTD SOURCES (USES)	EXCESS (DEFICIENCY)	ENDING FUND BALANCE End of Period	FUND BALANCE CLASSIFICATION	
							Undesignated	Reserved
GENERAL FUNDS (Major Fund)								
01 General Operating	\$ 4,510,823	\$ 6,835,665	\$ 3,489,485	\$ 1,562,555	\$ 4,908,735	\$ 9,419,558	\$ 9,219,558	\$ 200,000
02 1967 Sales Tax	5,389,376	483,918	32,201	(580,040)	(128,323)	5,261,053	-	5,261,053
03 1979 Sales Tax	5,126,367	487,076	124,497	(421,009)	(58,430)	5,067,937	3,574,228	1,493,709
04 2020 Sales Tax	7,096,211	484,670	402,373	(119,906)	(37,609)	7,058,602	4,454,273	2,604,329
05 1993 Ad Valorem Tax	5,866,850	13,159	1,339,060	(165,112)	(1,491,013)	4,375,837	4,375,837	-
06 Medicaid Programs	425,205	2,999	7,756	-	(4,757)	420,448	420,448	-
07 TOTAL GENERAL FUNDS	28,414,832	8,307,487	5,395,372	276,488	3,188,603	31,603,435	22,044,344	9,559,091
08							35.9%	
SPECIAL REVENUE FUNDS								
09 2000 Ad Valorem (Major Fund)	10,560,268	34,565	44,988	(126,668)	(137,091)	10,423,177	-	10,423,177
10 2000 Sales Tax	5,447,213	487,549	2,131	(110,000)	375,418	5,822,631	-	5,822,631
11 1993 Sales Tax	2,364,689	476,162	116,349	(303,332)	56,481	2,421,170	-	2,421,170
Maintenance and Operation								
12 Parishwide Maintenance Fund	2,278,816	6,763	352,079	(60,644)	(405,960)	1,872,856	-	1,872,856
13 Ruston School District No. 1	202,617	1,359	100,297	-	(98,938)	103,679	-	103,679
14 Simsboro School District No. 3	481,979	1,424	20,910	-	(19,486)	462,493	-	462,493
15 Dubach School District No. 5	331,163	2,139	36,895	-	(34,756)	296,407	-	296,407
16 Choudrant School District No. 6	14,560	93	32,824	30,000	(2,731)	11,829	-	11,829
Grant Programs								
17 Title I (Major Fund)	-	-	299,347	-	(299,347)	(299,347)	-	(299,347)
18 Education Stabilization Funds	-	-	1,166,411	-	(1,166,411)	(1,166,411)	-	(1,166,411)
19 Early Childhood	45,920	-	16,859	-	(16,859)	29,061	-	29,061
20 School Food Service	1,553,188	50,313	155,554	-	(105,241)	1,447,947	-	1,447,947
21 Special Education	-	-	114,864	-	(114,864)	(114,864)	-	(114,864)
22 Special Programs - Federal	-	-	128,443	-	(128,443)	(128,443)	-	(128,443)
23 TOTAL SPECIAL REVENUE FUNDS	23,280,413	1,060,367	2,587,951	(570,644)	(2,098,228)	21,182,185	-	21,182,185
24 GRAND TOTALS	\$ 51,695,245	\$ 9,367,854	\$ 7,983,323	\$ (294,156)	\$ 1,090,375	\$ 52,785,620	\$ 22,044,344	\$ 30,741,276

LINCOLN PARISH SCHOOL BOARD
GROUP HEALTH INSURANCE FUND
Statement of Changes in Benefit Obligations
& Net Assets Available for Benefits
For The Periods Ending July 31, 2023 and 2022

	<u>July 2023</u> Current Month	<u>2023</u> Year To Date	<u>2022</u> Year To Date
Plan Contributions & Income			
Premiums (LPSB)	\$ 986,002.23	\$ 6,919,604.52	\$ 5,911,443.33
Premiums (Members)	66,686.92	\$ 1,369,295.42	1,456,942.62
COBRA Premiums (Members)	-	\$ 17,763.13	17,904.69
Total Contributions	<u>1,052,689.15</u>	<u>\$ 8,306,663.07</u>	<u>7,386,290.64</u>
Interest Income	12,439.67	\$ 62,646.80	384.15
Total Other Income	<u>12,439.67</u>	<u>\$ 62,646.80</u>	<u>384.15</u>
Total Contributions & Income	<u>1,065,128.82</u>	<u>\$ 8,369,309.87</u>	<u>7,386,674.79</u>
Plan Expenses			
<u>Fixed Costs</u>			
Administration: Self-funded Plan (BCBS)	6,055.64	\$ 791,814.79	858,697.43
Administration: Medicare Advantage (BCBS)	190,065.90	\$ 1,327,524.30	1,217,739.70
Life Insurance Premiums (Met Life)	17,521.65	\$ 124,121.16	128,582.18
Total Fixed Costs	<u>213,643.19</u>	<u>\$ 2,243,460.25</u>	<u>2,205,019.31</u>
<u>Claims Expenses</u>			
Claims Paid (Medical & Dental)	925,767.65	\$ 4,610,196.69	4,429,933.84
Claims Paid - Drugs	10,269.19	\$ 2,574,920.12	1,929,035.50
Recoveries - Stop Loss	-	\$ (38,690.24)	(307,973.54)
Recoveries - Drug Rebate	-	\$ (749,581.92)	(657,395.95)
Change in Incurred But Not Reported Claims	-	\$ 48,395.62	14,664.43
Total Claims Expenses	<u>936,036.84</u>	<u>\$ 6,445,240.27</u>	<u>5,408,264.28</u>
Total Plan Expenses	<u>1,149,680.03</u>	<u>\$ 8,688,700.52</u>	<u>7,613,283.59</u>
Change in Net Assets	<u>\$ (84,551.21)</u>	<u>\$ (319,390.65)</u>	<u>\$ (226,608.80)</u>

LINCOLN PARISH SCHOOL BOARD
GROUP HEALTH INSURANCE FUND
Statement of Changes in Benefit Obligations
& Net Assets Available for Benefits
For The Periods Ending August 31, 2023 and 2022

	<u>August 2023</u> <u>Current Month</u>	<u>2023</u> <u>Year To Date</u>	<u>2022</u> <u>Year To Date</u>
Plan Contributions & Income			
Premiums (LPSB)	\$ 985,077.80	\$ 7,904,682.32	\$ 6,859,490.25
Premiums (Members)	367,555.96	1,736,851.38	1,656,697.70
COBRA Premiums (Members)	2,329.28	20,092.41	21,133.05
Total Contributions	<u>1,354,963.04</u>	<u>9,661,626.11</u>	<u>8,490,975.57</u>
Interest Income	5,506.61	68,153.41	29.43
Total Other Income	<u>5,506.61</u>	<u>68,153.41</u>	<u>29.43</u>
Total Contributions & Income	<u>1,360,469.65</u>	<u>9,729,779.52</u>	<u>8,491,005.00</u>
Plan Expenses			
<u>Fixed Costs</u>			
Administration: Self-funded Plan (BCBS)	129,275.65	921,090.44	978,822.15
Administration: Medicare Advantage (BCBS)	187,762.90	1,515,287.20	1,392,408.90
Life Insurance Premiums (Met Life)	17,518.18	141,639.34	146,608.71
Total Fixed Costs	<u>334,556.73</u>	<u>2,578,016.98</u>	<u>2,517,841.35</u>
<u>Claims Expenses</u>			
Claims Paid (Medical & Dental)	776,303.10	5,386,499.79	5,198,646.28
Claims Paid - Drugs	455,437.36	3,030,357.48	2,225,671.27
Recoveries - Stop Loss	(6,262.85)	(44,953.09)	(460,282.27)
Recoveries - Drug Rebate	(152,093.60)	(901,675.52)	(753,036.85)
Change in Incurred But Not Reported Claims	5,094.88	53,490.50	29,992.55
Total Claims Expenses	<u>1,078,478.89</u>	<u>7,523,719.16</u>	<u>6,175,249.32</u>
Total Plan Expenses	<u>1,413,035.62</u>	<u>\$ 10,101,736.14</u>	<u>8,692,930.67</u>
Change in Net Assets	<u>\$ (52,565.97)</u>	<u>\$ (371,956.62)</u>	<u>\$ (201,925.67)</u>