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**MAXINE GIARDINA CHARTER SCHOOL, INC.**

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**PERSONNEL POLICIES AND PROCEDURES**

*New Edition*

*With All Policies Reviewed, Adopted, Amended, or Otherwise Altered*

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## Chapter 1.0 Appointments

### 1.1 At-Will Employment Provisions

#### *Policy Statement*

Upon recommendation of the Principal/Director of the Maxine Giardina Charter School (MAX), the MAX School Board shall approve the signing of Offer Letters of employment with employees on an at-will basis as permitted by law. All employees hired shall meet all stated position qualifications and/or certification requirements before any employment shall become valid.

#### *Offer Letters*

Offer Letters are not contractual and are designed to follow legal doctrine (Civil Code Article 2747) with regard to “employment at will.” As at-will employees of the State of Louisiana, absent a term appointment for a specific length of time or being subject to a collective bargaining agreement, employees may be terminated from employment for any reason or no reason at all. At-will employment is available to both the employer and the employee.

#### *Qualifications of Teachers*

Teachers with college preparation who shall be employed by the MAX Board shall be required to sign Offer Letters for an anticipated period of employment. These Letters are to be signed by the Principal/Director.

The Principal/Director of the MAX Charter School is allowed to appoint or reappoint administrative personnel on a term basis for durations up to one year.

A teacher who fails to report to his/her duties on the first day of employment without prior notification and just cause is entitled to no salary or benefits.

The failure of a permanent school teacher to sign an Offer Letter within two (2) weeks of the date that the Letter is tendered will be considered as voluntary termination of employment on the part of the teacher, unless, under extenuating circumstances, an extension is granted by the Principal/Director.

#### *Principal/Director’s Responsibilities for On-going Performance Management*

It shall be the responsibility of the Principal/Director to maintain on-going performance management and documentation as it relates to at-will employment and to ensure that administration and supervisory staff shall be trained on how to effectively deliver corrective action and documentation of such actions.

All corrective actions shall be non-discriminatory and non-retaliatory and shall be administered consistently with respect to similarly situated employees. Corrective action documentation must contain signed acknowledgement of all parties involved.

An appropriate Notice of Separation shall be provided to employees within a timely manner. All claims of harassment and discrimination shall be handled in an appropriate and timely manner according to policies stipulated by the Board.

Before engaging in adverse actions, the Principal/Director should consider the following:

1. Is the proposed action fair?
2. Is the proposed action consistent with Board policies and procedure?
3. Is the proposed action based on business needs and objective factors?

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*Alterations Approved: May 5, 2011*

*Full Policy Review With All Alterations Approved July 2, 2015*

## 1.2 Employment of Personnel

### *Policy Statement*

The MAX Board and its administrative staff believe that it has an obligation to provide the children attending its school with the very best personnel available regardless of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, military/veteran status, or any other personal distinctions that could be perceived as discriminatory. Age, of course, shall be considered only with respect to minimums set by law.

All employees of the MAX Charter School are hired on an at-will basis unless an individual term appointment has been approved by the Board. Therefore, prior to the start of the next school year, the Principal/Director of MAX shall be responsible for establishing and maintaining appropriate procedures for reviewing and evaluating any and all applicants for selection and assuring adherence to applicable state and federal legal requirements. Selection of personnel to fill all positions shall be made on a non-discriminatory basis with selection procedures and evaluative criteria known to all applicants. Applicants should not resort to the use of political, social, or any other pressures to gain employment or promotion.

### *Personnel Changes*

The Principal/Director shall select teachers and all other personnel from recommendations made by appropriate school-based and/or outside selection committees. It shall be the responsibility of the recommending body to ensure that all persons recommended have proper certification where applicable and are qualified for the position. Nothing shall prevent the Principal/Director from rejecting the recommendation made by the recommending body and requiring the submission of additional recommendations for consideration.

The Board of Directors requires all teaching personnel employed by the MAX Charter School to possess those qualifications set forth by the Louisiana Board of Elementary and Secondary Education (BESE) and by all applicable accrediting agencies. The Board also recognizes that these qualifications, as well as qualifications for any other position at the school, are set up to promote minimum standards. The Principal/Director shall strive to employ persons who exceed these minimum requirements, whenever possible.

### *Disclosure of Information by Applicant*

Under Louisiana law, an employer may be sued if the employer knowingly hires a dangerous employee or fails to conduct the necessary background checks, particularly with regard to an employee who is a convicted felon. Thus, prior to hiring any employee, the Principal/Director shall request that the applicant sign a statement that requests and authorizes the release and disclosure of information by the applicant's current or previous employer, if such employer is a city, parish, or other local public

school board, relative to all instances of *sexual misconduct* with students as defined by BESE regulations, as committed by the applicant, if any.

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

In accordance with statutory provisions, the Principal/Director shall not hire any applicant who does not sign the statement as required by law. The Principal/Director may employ any applicant on a **conditional** basis pending review of any information obtained pursuant to this request. Any information obtained as a result of the statement and request outlined above shall be used by the Principal/Director only for the purpose of evaluating an applicant's qualifications for employment in the position for which he/she has applied.

#### *Criminal History of Applicants*

The MAX Board shall require, in accordance with state law, applicants for employment with the Board to submit necessary information regarding their backgrounds. A prospective employee shall be required to provide authorization for the disclosure of any information regarding past criminal activities.

A standard applicant fingerprint card and a disclosure authorization form may be obtained from local police authorities. It shall be the responsibility of the applicant to have his/her fingerprints taken by a qualified individual and submitted to the proper authorities for processing. According to state law, any cost associated with fingerprinting or the disclosure of background information on an applicant may not be passed on to the applicant.

1. No person who has been convicted of or who pleads *nolo contendere* to crimes listed in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, shall be hired as a teacher, substitute teacher, or custodian, or as a temporary, part-time, or permanent school employee of any kind, unless approved in writing by a district judge and the district attorney with jurisdiction in this parish, or if employed on an emergency basis. Any such statement of approval shall be kept on file at all times at the location wherein the employee is assigned and shall be produced upon request by any law enforcement officer.
2. For the purposes of reviewing the criminal history of prospective employees, any person employed to provide cafeteria, transportation, janitorial, or maintenance services by any person or entity that contracts with the MAX School to provide such services shall be considered employees of MAX.



3. Every such prospective employee shall be subjected to fingerprinting, and each person's fingerprints shall be submitted to the proper authorities for a criminal- history review.
4. A person who has submitted his/her fingerprints may be *temporarily* hired pending the results of the inquiry.
5. Upon the final conviction or upon a plea of *nolo contendere* of any crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74 (criminal neglect of family), any teacher may be dismissed following a hearing held in accordance with statutory provision.
6. Any other school employee if such employee is convicted of or pleads *nolo contendere* to crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, may be dismissed.
7. A teacher or any other School Board employee shall report any final conviction or plea of guilty or *nolo contendere* to a crime enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, to the MAX Board within forty-eight (48) hours of conviction.
8. MAX may re-employ a teacher or other school employee who has been convicted of crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, **only** upon written approval of a district judge and the district attorney who has jurisdiction in this school district or upon written documentation from the court in which the conviction occurred stating that the conviction had been reversed, set aside, or vacated.

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*Full Policy Review With All Alterations Approved July 2, 2015*

### **1.3 Qualifications of Professional Personnel**

#### *Policy Statement*

The Board shall require that each teacher hold not less than a bachelor's degree from a regionally accredited college or university to be eligible for employment. Each teacher, including administrative personnel, shall be required to hold a current and valid teacher's certificate issued by the Louisiana State Department of Education or an equivalent state certifying agency or demonstrate proficiency in meeting all requirements necessary to obtain such a certificate.

Other professional staff personnel shall be required to meet those qualifications necessary for the position assigned as may be determined by the Principal/Director.

#### *Advertisement of New Positions*

No new position shall be advertised unless the Board has approved appropriate financial expenditures.

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## 1.4 Substitute Personnel

### *Policy Statement*

The Principal/Director shall compile of a list of qualified individuals to serve as day-by-day substitute teachers within the school.

In the event of a regular teacher's absence, the Principal/Director or his/her designee shall call substitute teachers from the approved list. The Principal/Director shall be required to hire substitutes for all certified employee absences of more than ½ day. It shall be the responsibility of the Principal/Director and the regular teacher to ensure that the substitute teacher has the necessary instructions and materials to teach effectively, including textbooks, lesson plans, class rolls, schedules, and an outline of school procedures.

Retired teachers may be employed as substitute teachers; however, the rules and regulations established by the Teachers' Retirement System of Louisiana and statutory provisions must be upheld.

Qualified teachers shall also be selected to substitute for teachers who plan to be absent for long periods of time. The Principal/Director and staff shall make provisions for the hiring of or contracting with qualified substitute teachers in these instances.

### *Definition of a Substitute Teacher*

Upon the recommendation of the Principal/Director, the Board may convert the contract of a day-by-day substitute teacher to that of a full-time teacher.

### *Substitute Pay*

The Board shall base compensation paid to substitutes on the degree status of the substitute in accordance with a pay schedule previously set by the Board.

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## 1.5 Personnel Records

### *Policy Statement*

The MAX Charter School Board shall require the maintenance of a uniform system of personnel records for all employees. It shall be the responsibility of the Principal/Director or his/her designee to keep the records updated and complete in accordance with statutory provisions. A Board member or any other person authorized pursuant to this policy shall be permitted to examine any and all records of the school, except school employee records relative to evaluations, observations, formal complaints, and grievances. Board members, however, *upon a majority vote of the total Board membership*, shall have the right to examine any and all records of the school system, including personnel records.

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

The Principal/Director shall be designated as custodian of all personnel files and shall have the overall responsibility for maintaining and preserving the confidentiality of the files.

### *Definitions*

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

**Personnel file** means the file that contains the cumulative collection of any and all documents maintained by the school system with respect to each individual employee.

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

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

### *General Access to an Employee's Personnel File*

No school employee shall be denied access to his/her personnel file. The contents of a school employee's personnel file shall not be divulged to third parties without the expressed written consent of the school employee, except when ordered by a court or by subpoena, or in accordance with this policy. No school system other than the personnel file custodian or his/her designee, who shall be a school system employee, shall be allowed access to a school employee's personnel file without the school employee's expressed written consent, unless that employee is charged with the duty of supervising that particular school employee's performance. In case the Board or anyone else should access a personnel file, the employee whose file was so accessed shall receive written notice of the fact and the name and title of the person who was permitted access. All persons permitted access shall maintain the confidentiality of those documents in the file, which are not matters of public record.

#### *Requests for Access and Inspection*

- **Additions to Personnel File**  
No complaint, commendation, suggestion, or evaluation may be placed in the evaluation file unless it meets the following requirements:
  1. Each document concerning a school employee shall be placed in the employee's personnel file within a reasonable time, and no document, except those resulting from routine record keeping, shall be placed in a school employee's personnel file by any school system employee — unless and until that school employee is presented with the original document and a copy thereof prior to its filing.
  2. Upon receipt of the original document and copy of the same, the school employee shall sign the original document as an acknowledgement of the receipt of the copy of the document. Such signature shall not be construed as an agreement to the contents of the document.
- **Rebuttal and Response**  
Each school employee shall be given the opportunity to rebut and to respond to a document placed in his/her personnel file as follows:
  1. The rebuttal and response must be in written form and once filed shall be attached to the document to which the response and rebuttal apply, thus becoming a permanent part of the school employee's personnel file as long as the document remains a part of the personnel file.
  2. No document or copy thereof, to which a response and rebuttal have been filed, shall be used for any purpose whatsoever unless the rebuttal and response or copy thereof is attached to the document or copy sought to be used.

3. A school employee shall have the right to receive proof of any allegations and statements contained in a document placed in his/her file that the school employee believes to be inaccurate, invalid, or misrepresented. If such proof is not presented, the document containing the allegations and statement shall be removed from the school employee's personnel file and destroyed.
- Procedure for Filing of Rebuttal and Response
1. Any rebuttal and response to a document placed in a school employee's personnel file shall be filed by the employee within fifteen (15) school days from the date on which the school employee signs the document acknowledging its receipt.
  2. The school employee may be granted an additional ten (10) school days for the filing of the rebuttal and response, provided the school employee requests such an extension in writing addressed to the personnel file custodian within the original fifteen-day period. The personnel file custodian's consent to the ten-day extension of time shall not be unreasonably withheld.
  3. The rebuttal and response shall be deemed filed by the delivery of the original and one copy of the rebuttal and response to the personnel file custodian. The personnel file custodian shall then sign and date the original rebuttal and response and file the same into the school employee's personnel file. The personnel file custodian shall also sign and date a copy of the rebuttal and response and return the same to the school employee.

#### *Confidential Information*

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

1. The home telephone number of the employee where such employee has chosen to have a private or unlisted home telephone number because of the nature of his/her occupation with such body.
2. The home telephone number of the employee where such employee has requested that the number be confidential.
3. The home address of the employee where such employee has requested that the address be confidential, except it shall be made available to recognized educational groups.
4. The social security number and financial institution direct deposit information as contained in the personnel records of an employee of the School Board. However, when the employee's social security number or financial institution direct deposit information is required to be disclosed pursuant to any other provision of law, including such purposes as child support enforcement, health

insurance, retirement reporting, or to officials or employees of the school, School Board, Louisiana Department of Education, or Board of Elementary and Secondary Education, in the performance of duties or responsibilities of the official or employee, the social security number or financial institution direct deposit information of the employee shall be disclosed pursuant to such provision of law.

5. The name and account number of any financial institution to which the public employee's wages or salary is directly deposited by an electronic direct deposit payroll system or other direct deposit system.

The above information shall **not** be divulged to third parties.

#### *Health And Medical Records*

In the matter of health and medical records, applicable laws shall apply, and the following items found in personnel records have been deemed confidential and should not be released for examination:

1. Medical/health records, claim forms, insurance applications, requests for payment of benefits and all other health records of an employee, officials and his/her dependents, except as may be permitted by state law.
2. All medical records of an employee, all records of payment of compensation to an employee or his/her dependent, and other records which would ascertain the identity of the injured employee or his/her dependent in a Workers' Compensation action.

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## Chapter 2.0 Salary Administration and Benefits

### 2.1 Compensation and Related Performance Assessments

#### *Policy Statement*

The Board shall establish the salaries of all personnel and shall ensure that salary schedules and related contractual provisions comply with established state statutes and guidelines with respect to effective performance expectations, demand, and experience.

#### *Salary Schedules and Performance Assessment*

The salaries of all personnel are based upon an established salary schedule, provided, however, that salaries may be stated in and controlled by an employment contract. Creditable service for salary determination purposes shall be all service for which employees are eligible to receive credit in accordance with statutory provisions. Salary schedules shall be adopted by the Board, upon the recommendation of the Director, and may be changed at the discretion of the Board from year to year to make salary adjustments as a result of the changing revenue and state laws.

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

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

No employee who is rated *ineffective* pursuant to the school's performance evaluation program shall receive a higher salary in the year following the evaluation than the employee received in the year of the evaluation.

#### *Annual Performance Assessment of the Principal/Director*

The MAX Board of Directors in compliance with Policy 2.1, "Compensation and Related Performance Assessments," of its *Personnel Policies and Procedures Manual* has established the following procedures for the evaluation of its Director.

1. At the beginning of each calendar year, the Board Chair shall appoint an outside evaluator or *Ad Hoc Evaluating Committee* of qualified evaluators to meet with the Principal/Director at convenient times for the purpose of assessing the Principal/Director's performance based on the state's COMPASS or similar state-approved systems of evaluation and evaluation



domains. The evaluator or the committee will ensure that proper procedures are followed, especially those provisions that allow for input during the evaluation process by the Director and for adjustment of scores as such adjustments are allowed by the COMPASS System.

2. The evaluator or *Ad Hoc Evaluating Committee*, individually or jointly, shall meet one-on-one with the Principal/Director to review and discuss its findings before presenting this information to the full Board.
3. In the presence of the Principal/Director and coinciding with the end of the academic year, the evaluator or *Ad Hoc Evaluating Committee* shall present its overall findings to the Board during an executive session of the Board.
4. The Board and the Principal/Director shall discuss these findings during an executive session of the Board.
5. The Board shall use the above discussions, related committee data, and other appropriate data gathered from stakeholders such as parents and teachers for the purpose of establishing strategic planning goals for the upcoming academic year.
6. The final scores of the evaluator or the *Ad Hoc Evaluating Committee* will be entered into the state-approved reporting system according to procedures established for such reporting. If there are more than two (2) ratings, the highest ratings may be entered into the system.

#### *Salary Schedule Limitations*

The amount of the annual salary paid to any *teacher* in any school year shall not be reduced below the amount of such salary paid during the previous school year by the MAX School, nor shall the amount of the annual salary paid to any *teacher* be reduced at any time during an academic year. The limitations on the reduction in the amount of the annual salary paid to any teacher shall not be applicable to the correction of any accounting errors or to a reduction necessitated by the elimination of a state program or state funding. Any salary reduction shall not apply to any local salary supplement funded, in whole or in part, from a revenue source requiring voter approval when such voter approval had not been obtained.

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

#### *Salary Supplements and Merit Considerations*

The Board, at its discretion, may allow salary supplements to certain instructional personnel who assume special duties. Such supplements shall be reviewed and adopted upon the recommendation of the Principal/Director.

All teachers will have the opportunity to earn a merit stipend based on the following performance criteria:

- Score of *Highly Effective*: one time stipend pay of \$500.00.

- Score of *Effective Proficient*: one time stipend pay of \$350.00.
- Score of *Effective*: one time stipend pay of \$150.00.
- Score of *Ineffective*: no stipend pay.

In addition to the above, the following pay schedule will be in place:

1. Two consecutive years of *Highly Effective* ratings will move teacher up to the next year of experience pay level (using the Max School years of experience pay schedule).
2. Three consecutive years of *Effective Proficient* rating will also move the teacher to the next year of experience pay level.
3. One year of *Effective* rating and a combination of the first (*Highly Effective/Effective Proficient*) shall move a teacher to the next pay level.
4. One *Effective* rating and two *Highly Effective* ratings will result in a highly effective score; one *Highly Effective* rating and two *Effective Proficient* scores moves a teacher to the next pay level.

#### *Experience Credit*

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

#### *Advanced Degree*

When a teacher is awarded an advanced degree or receives additional training that would result in an increase in salary, said teacher shall be paid according to the salary schedule for the advanced degree or training beginning with the next school semester following notification of receipt of the advanced degree or of training. It shall be the responsibility of the employee to assure proper notification is given to the Director or his/her designee. A teacher who fails to notify the Principal/Director in a timely manner will not be granted any retroactive pay. However, upon proper notification that the advanced degree has been achieved, the increase in salary shall be granted from that point on.

#### *Retirees*

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

Sick leave, and annual leave if applicable, shall accrue as any other *newly hired employee*. No sick leave or annual leave shall be carried forward at the time of rehire.

#### *Longevity Increments*

All personnel are covered by a program of longevity increments to veteran employees by the payment of longevity increments based upon all years credited in the employment of any public or private school system plus a maximum of four (4) years active duty military service and all years in the employment of the MAX Board, above the regular annual salary.

#### **Longevity Increments**

Years	Increment
12	\$300
14	\$500
16	\$700
18	\$900
20	\$1,100
22	\$1,300
24	\$1,500
26	\$1,700
28	\$1,900
30	\$2,100
32+	\$2,300

#### *Out-Of-School Employment*

While out of school employment is permitted to all school employees, duties at MAX shall at all times be considered the primary employment of all individuals. Thus, persons employed by the MAX Board shall not be permitted to engage in any outside activities that will interfere with school duties.

Any person employed by the MAX Board shall not enter into gainful employment where said employment affects adversely his/her professional status or impairs his/her standing with students, associates, and the community. Employees who are involved with outside employment shall disclose such employment on appropriate MAX Conflict of Interest forms. Such forms shall be reviewed by the Principal/Director to ensure that no conflicts exist.

#### *Stipends*

Stipends will be paid, only when offered, to employees including, but not limited to, teachers, school administrators, and paraprofessionals who participate in professional development training. Stipends, if offered, will be paid only after regular work hours, during holidays (exclusive of any paid holiday), or after the employee's regular contract period.

Maximum standards for stipends will be established by the Principal/Director and staff and must be adhered to by all funding sources. In advance of each activity, presenters and participants shall be informed of the stipend.

The appropriate staff member shall approve employee eligibility for attendance of professional development training and the payment of stipends for said training.

*Prohibitions Against Employees Doing Other Employees' Personal Work*

No Board employee shall be required to do any other employee's personal work during the work hours or at any other time and only at other times if said work is compensated for by the employee requesting said work or is on a voluntary basis. Said work shall not be done on Board property or with Board equipment.

*Approved: March 6, 2008*

*Revised: September 5, 2013*

*Full Policy Review With All Alterations Approved July 2, 2015*

## **2.2 Workers Compensation**

### *Policy Statement*

The Max Board directs that all employees shall be provided workers' compensation coverage while acting in their official capacity as employees of the Board.

### *Appropriate Benefits*

Should an employee become injured while on duty, said employee shall be entitled to receive the appropriate medical and wage benefits prescribed under state workers' compensation laws and/or appropriate sick leave benefits at the option of the employee. In no case, however, shall the total amount of wage benefits received exceed the total amount of regular salary the employee was receiving at the time of the injury.

*Approved: February 7, 2008*

*Full Policy Review With All Alterations Approved July 2, 2015*

## Chapter 3.0 Leaves and Absences

### 3.1 Absences

#### *Policy Statement*

Employees shall adhere to all procedures regarding absences and notification thereof as approved by the Board of Directors.

#### *Notification of Absence*

An employee, upon ascertaining that he/she will be absent from his/her duties, should notify, or have another responsible person notify the Principal/Director or the immediate supervisor for a substitute to be employed. Except in extreme emergencies, the word “time” is interpreted to mean at least one (1) hour before the appointed working hour. Failure to do so will subject the employee to a charge of neglect of duty.

#### *Absences During the School Day*

An employee who desires a leave of absence from his/her duties for a part of a school day should direct his/her request to the director or immediate supervisor of the work site.

The Principal/Director or immediate supervisor, at his/her discretion, may grant such leaves of absence with pay for a period not to exceed one-half (1/2) school day. Those one-half (1/2) days granted by the director or immediate supervisor will be included in the director’s report to the Board.

#### *Docking of Salaries*

If there is an unauthorized absence, the Board, upon the recommendation of the director, shall dock the employee for the entire amount of the day’s pay.

*Approved: December 17, 2007*

*Alterations Approved: November 6, 2008*

*Full Policy Review With All Alterations Approved July 2, 2015*

### 3.2 Sick Leave

#### *Policy Statement*

The MAX Charter School Board shall grant all employees hired for the school year or longer a minimum of 10 days (80 hours) absence per year to be used for personal illness or defined emergencies without loss of pay. Leave for personal illness, when not used, shall be allowed to accumulate to the credit of the employee without limitation.

#### *Sick Leave*

Upon initial employment, a teacher employed by the Board shall not be allowed any sick leave until he/she reports for duty and actually performs work.

The minimum of ten (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 (10) days of sick leave shall be allowed. If an employee begins work in the second month of the school year, nine (9) days of sick leave shall be allowed. If an employee begins work in the third month of the school year, eight (8) days of sick leave shall be allowed. If an employee begins work in the fourth month of the school year, seven (7) 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 (3) days of sick leave shall be allowed. The Principal/Director, upon approval of the Board, shall be responsible for developing and maintaining pertinent regulations and procedures governing sick leave. The Principal/Director, upon approval of the Board, shall be authorized to award two (2) additional days of sick/emergency leave for reasons listed under “Sick Leave for Emergencies” below.

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

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

*Personal Leave*

MAX Charter School grants personal leave in compliance with Louisiana Revised Statutes 17:1208: "Every teacher employed by a parish or city school board of this state, except those employees who receive annual leave, shall be entitled to and shall be allowed to use up to two days absence during each school year to be used for such purposes as may be determined by the individual teacher without loss of pay. The teacher requesting such leave shall give his supervisor at least twenty-four hour's notice prior to taking the leave without loss of pay. Personal leave shall be charged to and deducted from the teacher's sick leave for the current year or sick leave accumulated as provided in R.S. 17:1201. Personal leave shall not be accumulated from year to year, nor shall personal leave be compensated for upon death or retirement or paid in any other manner except as provided for in this Section."

The two (2) days of personal leave shall thus be used at the employee's discretion upon submitting proper notice for such leave at least twenty-four (24) hours prior to taking said leave. The twenty-four-hour notice may be waived at the discretion of the Principal/Director if due to unforeseen circumstances. The Principal/Director shall approve personal leave based on the continuous operation of the school and its learning environment. In consideration of these needs and of the minimum resources necessary to maintain the smooth operation of the physical plant and the learning environment, it is the policy of MAX Charter School that Board approval must be given before the granting of personal leave for days preceding or following approved holidays.

*Sick Leave for Emergencies*

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

1. The serious illness of immediate family member to include the following:
  - a. Spouse
  - b. Child or spouse of child
  - c. Parents or parents of spouse
  - d. Brother, sister, brother-in-law, sister-in-law, or his/her spouse
  - e. Grandparents or grandparents of spouse
  - f. Grandchild
  - g. Aunts or uncles
  - h. A person living and being cared for under the same roof as that of the employee
  
2. A sudden or unexpected occurrence or combination of occurrences demanding prompt action on the part of the teacher/employee requesting leave, which, if the said person fails to act promptly, is likely to cause significant harm, detriment or injury to said person or to a member of his/her immediate family. This definition precludes absence in any case for which the need for action can be foreseen and planned for, or in which action can be taken by some



other person, or in which the claimed emergency is not truly substantial. Such examples may include, but not be limited to the following:

- a. Fire
  - b. Flood
  - c. Other acts of God
3. At the discretion of the director--the death of a person other than those listed in (1) above
  4. At the discretion of the director--attendance at the wedding of a relative listed in (1) above
  5. Attendance of not longer than one (1) day at the employee's graduation or the attendance at the graduation of the employee's child or spouse
  6. The marriage of an employee, up to three (3) consecutive days...The request for leave shall be submitted in writing to the director at least two (2) weeks before the first day of leave.

The director, upon approval of the Board, shall be authorized to award up to two (2) additional days of sick/emergency leave for reasons listed above.

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

Any employee of the public schools who is injured and disabled while acting in his/her official capacity as a result of an assault or battery by any student or person shall receive sick leave without reduction in pay and without reduction in accrued sick leave days while disabled as a result of such assault or battery. The employee shall be required to provide a certificate from a physician certifying such injury and incapacitation. The MAX Charter School reserves the right to require the employee to see a physician of the school's choice. Upon (1) the employee's release from said doctor's care or (2) the passing of ninety (90) days from the date of the actual assault, whichever comes first, this sick leave for assault and battery will cease. In all such cases, the Board reserves the option to approve extensions.

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. This policy is subject to the Workers' Compensation Law of Louisiana. During the time when said employee is unable to perform his/her duties and as soon as the Workers' Compensation insurance becomes effective, two-thirds of the employee's salary will be the responsibility of Workers' Compensation, and one-third of the employee's salary will be the responsibility of the school.

*Sick Leave for Physical Contact with a Student*

Any teacher who is injured or disabled while acting in his/her official capacity as a result of physical contact with a student while providing physical assistance to a student to prevent danger or risk of injury to the student, shall receive sick leave for a period of up to one (1) calendar year without reduction in pay and without reduction in accrued sick leave days while injured or disabled as a result of rendering such assistance. Any other school employee injured or disabled in a similar manner shall receive up to ninety (90) days of such sick leave. The teacher or other school employee shall be required to present a certificate from a physician certifying such injury or disability. The Board may extend the period of sick leave beyond the allowable period at its discretion.

If the Board questions the validity or accuracy of the physician's certification, the Board may require the teacher or other school employee to be examined by a licensed physician selected by the 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 Board shall pay all costs of any examinations and tests determined to be necessary. This policy is subject to the Workers' Compensation Law of Louisiana.

*Reporting of Sick, Personal Business, and Emergency Leave Absences*

1. An employee who is absent because of personal illness, personal leave, or an emergency is required to sign the absentee form provided by the director, indicating the dates, causes, or reasons for all absences, and to deliver the completed form to the director at the end of each work week.

The director is authorized to enter the required information and sign for the absentee provided the absentee is not available.

2. When an employee is absent for six (6) or more consecutive days for personal illness, he/she shall be required to present a certificate from a physician certifying such absence upon return to work. In addition, an employee who has been under a physician's care must present a certificate from his/her physician verifying his/her ability to return to work.

Note: If the absence falls within the current ten (10) days allowed or if the absence is to be charged to the accrued days of absence, a statement from the attending physician must be attached to the absence from the first absence and any absence thereafter in a school year.

This regulation will be invoked only if there is an employee job action, which would involve the loss of time from the job by the employee. The original policy will remain in effect unless it is necessary to administratively invoke this regulation.

3. An employee, who expects to be absent more than ten (10) consecutive days, shall immediately notify the director in writing, stating the reason for the absence and the probable duration thereof.
4. The director shall report all employee absences to the Board in writing, with full explanation of the reason for the absence.
5. An employee who is absent because of personal illness or an emergency should notify his/her director or immediate supervisor at the earliest possible time as to the date on which he/she expects to resume his/her duties.

*Approved: December 17, 2007*  
*Alterations Approved: February 3, 2011, July 7, 2011*  
*Full Policy Review With All Alterations Approved July 2, 2015*

### 3.3 Annual Leave

#### *Policy Statement*

Based on service in a public school system, the MAX Charter School Board shall grant annual leave to eligible full-time administrative staff employees on the basis of a longevity schedule approved by the Board. The eligible employee who is less than a full-time employee, upon being hired as a full-time employee, shall receive credit for years of service in this system. The Principal/Director shall be responsible for establishment of regulations for the administering of annual leave in a fair and equitable manner.

#### *Longevity Schedule*

Annual leave shall be granted to employees according to the following longevity table:

<u>Years of Longevity</u>	<u>Annual Leave Allowed</u>
1—5	10 days
6—15	15 days
16 and over	20 days

#### *Calculating Annual Leave*

The basis for calculating annual leave shall be the fiscal year. Those eligible persons employed on a full-time basis and having worked less than twelve (12) months shall be allowed annual leave days based on the ratio of months worked. No annual leave shall be granted for less than six (6) months of employment.

#### *Retirement and Unused Annual Leave*

Upon retirement or termination of employment, the employee may choose to be paid for any unused accumulated annual leave days or convert such unused accumulated annual leave to service credit for retirement purposes, in which case such conversion shall be governed by applicable state statutes and/or rules and regulations for the respective retirement system.

#### *Application for Annual Leave*

All employee requests for annual leave must be applied for through the Principal/Director. Denial of annual leave shall be supported by valid written reasons.

An absence report shall be filed with the custodian of records.

*Approved: February 7, 2008*  
*Full Policy Review With All Alterations Approved July 2, 2015*

### 3.4 Family and Medical Leave

#### *Policy Statement*

The Board shall permit qualified employees to take up to twelve (12) work weeks of unpaid leave in a twelve (12)-month period for family and medical reasons. Employees qualifying for family and temporary medical leave shall have been employed by the Board for the previous twelve (12) months prior to the date of the leave to be taken. For the purposes of this policy, the 12-month period shall be the same as the fiscal year, July 1<sup>st</sup> to June 30<sup>th</sup>.

#### *Acceptable Reasons*

Such unpaid leave may only be taken for the following reasons:

1. For the birth of the employee's child and subsequent care;
2. For the placement of a child with the employee for adoption or foster care;
3. In order to care for the spouse, child, or parent of the employee who has a serious health condition; or
4. When the serious health condition of the employee renders the employee unable to perform the function of the position of such employee.

Leave may be taken for the birth or placement of a child only within twelve (12) months of the birth or placement.

Generally, the time taken for family and medical leave shall be on a continuous basis. However, the employee shall be permitted to take leave on an intermittent or reduced basis to care for a seriously ill family member or the employee's own illness when medically necessary. An employee may take intermittent leave for the birth or adoption of a child with Board approval.

If the teacher's period of absence on intermittent leave amounts to more than 20% of classroom time, the teacher may be required to take continuous leave throughout the treatment period or be placed temporarily in an equivalent position, for which the teacher is qualified and which has equivalent status, pay and benefits, and which would not be so disruptive to the classroom.

#### *Special Arrangements Near the Completion of a Semester*

The Board may make the following special arrangements for teachers taking leave near the completion of a semester:

1. If the qualified employee begins leave more than five (5) weeks prior to the end of the semester, the Board may require the said employee to continue leave until the end of the semester if the leave is of at least three (3) weeks

duration and the return to work would occur during the 3-week period before the end of the semester.

2. If the qualified employee begins leave for the birth of the employee's child and subsequent care; for the placement of a child with the qualified employee for adoption or foster care; or in order to care for the spouse of the employee, child or parent of the employee who has a serious health condition, within the last five (5) weeks of the semester, the Board may require the employee to continue taking leave until the end of the semester if the leave is to be longer than two (2) weeks and the return to work would occur during the last two (2) weeks of the semester.
3. If the qualified employee begins leave for the same reasons as outlined in number two (#2) above, within the last three (3) weeks of the semester and the leave is greater than five (5) working days, the Board may require the teacher to take leave until the end of the semester.

In any case in which the necessity of leave is for the birth of the employee's child and subsequent care; or for the placement of a child with the employee for adoption or foster care; and said necessity of leave is foreseeable based on the expected birth or placement, the employee is required to provide the Board with at least thirty (30) days notice, before the date the leave is to begin. If the date of birth or placement requires the leave to begin in less than thirty (30) days, notice shall be given as soon as possible.

#### *Special Considerations*

In any case in which the necessity of leave is in order to care for the spouse, child or parent of the employee who has a serious health condition; or when the serious health condition of the employee renders the employee unable to work, and the need to take such leave is foreseeable based on planned medical treatment, the employee is required to make a reasonable effort to schedule the treatment so as not to disrupt school operations.

The Board may require an employee to provide certification to support the request for family and medical leave. Such certification shall be provided in a timely manner. The employee shall be permitted to substitute any accumulated sick leave and/or annual leave for any family and medical leave requested. The Board may require an employee to first use any accumulated sick leave, personal and/or annual leave time for any part of the twelve (12)-week period. If paid leave is used by an employee, the Board shall provide only enough unpaid family and medical leave time to total the allowed 12-week period.

#### *Return to Service*

Any employee taking family and medical leave shall have the right to return to his/her previous position or an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. An employee returning to service at the end of his/her leave period for personal medical reasons shall be required to present to the

Board a letter from his/her doctor certifying that the employee is able to return to work.

*Approved: February 7, 2008*

*Full Policy Review With All Alterations Approved July 2, 2015*

### **3.5 Professional Leave and Professional Development Opportunities**

#### *Policy Statement*

The MAX Charter School Board recognizes the value of attending local, regional, national, and international educational meetings and the importance of earning advanced degrees in order to become exposed to new ideas and developments in various areas of public school education. Therefore, the Principal/Director or his/her designee may grant professional leave to an employee wishing to attend any educationally related conference, meeting, convention, examination, or other appropriate functions if such attendance is considered to be in the best interests of the MAX School.

The Principal/Director or the Board may annually develop a plan for in-service teacher educational programs. The Principal/Director and Board may consider the advice of the members of its professional staff or appropriate ad hoc committees in developing the proposed plans.

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

The Principal/Director of the MAX Charter School has the authority to assign a teacher or teachers the task of attending meetings and conferences that are relevant to the growth and development of the MAX Charter School.

#### *Educational Advancement*

Persons working on an advanced degree who are required to take a comprehensive examination or an entrance examination, either oral or written, during the workday shall be granted authorized absence from their regular duties, with full pay, for the day of the examination. Prior notification of the scheduled event must be given to the Director as soon as possible but with a minimum of a forty-eight (48)-hour notice.

Persons working on National Board Certification Standards who are required to take a comprehensive assessment during the work day shall be granted authorized absence for their regular duties, with full pay, for the day of the assessment. Prior notification of the scheduled event must be given to the Director as soon as possible but with a minimum of a forty-eight (48)-hour notice.

#### *Educational Conventions, Conferences, and Meetings*

1. Parish Meetings

Employees shall attend in-service meetings in the Parish during the work day on the recommendation of the Principal/Director and as authorized by the Principal/Director.



## 2. State Meetings

Employees shall be permitted to attend workshops and/or in-service meetings in the state during the workday with the recommendation of the Principal/Director and as authorized by the Principal/Director, provided such meetings are related to the performance of the employee's job assignment. Attendance shall be at no expense to the Board.

Employees who are members of a state, regional, national, or international professional educational subject area organization and who have been selected as delegates to attend conferences and meetings of that association may attend at their own expense. A maximum of three (3) days may be allowed upon the approval of a written request to the Principal/Director.

## 3. National and International Meetings

An employee may be permitted to attend out-of-state recognized educational/job-related meetings. The application for authorization to attend an out-of-state meeting must be submitted in writing to the Director for approval. The Board will defray the transportation and other expenses to and from the meeting place in accordance with travel expense reimbursement regulations if the application is approved by the Principal/Director. Any employee who attends an out-of-state, state, regional, national, or international seminar, workshop, conference, convention, etc. is directed to share with the Board, by submitting in writing through the Principal/Director a report containing information received by attending said event.

### *Leave For State Board Or Commission*

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

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

Any employee serving on such an entity shall apply in writing for such leave in a timely manner, but in no case less than forty-eight (48) hours prior to the date of the meeting, except in an emergency. The employee shall also be required to submit proper documentation that the leave granted was used for the purposes for which requested. Improper use of said leave may result in reimbursement to the Board of any compensation paid the employee for the leave days taken, and may lead to discipline of the employee up to and including termination.

*Approved: February 5, 2009  
Full Policy Review With All Alterations Approved July 2, 2015*

## Chapter 4.0 Performance Assessment

### 4.1 Evaluation of Personnel

#### *Policy Statement*

The MAX Board believes that the quality of teaching and learning is directly related to the performance of personnel who work in the school. The Board, therefore, shall strive to attract, retain, and promote the most highly qualified personnel available for any and all positions of employment in the school. In turn, it is the policy of the Board to assess the performance of all personnel in its employ in order to help each individual improve his/her effectiveness and in order to estimate individual potential.

#### *Guiding Principles of Evaluation*

The Principal/Director and his/her staff shall have the responsibility for developing, monitoring, and maintaining an effective and efficient personnel evaluation program in accordance with guidelines as developed by the Department of Education and adopted by the Board of Elementary and Secondary Education. In doing so, the Board emphasizes that evaluations shall be conducted in a professional and cooperative manner and shall be *diagnostic* rather than judgmental. The assessment and evaluation process shall result in the assessment of the strengths and all areas needing improvement of the individual and the selection of the necessary steps that will be taken to help the individual continue to grow professionally.

It shall also be the responsibility of the Principal/Director to maintain on-going performance management and documentation as it relates to at-will employment and to ensure that administration and supervisory staff shall be trained on how to effectively deliver corrective action and documentation of such actions.

All corrective actions shall be non-discriminatory and non-retaliatory and shall be administered consistently with respect to similarly situated employees. Corrective action documentation must contain signed acknowledgement of all parties involved.

#### *The Evaluation Process*

The process for all observations, evaluations, teacher conferences, and related functions shall be conducted in accordance with state requirements, as well as regulations and other criteria enumerated in the school's *Accountability and School Personnel Evaluation Guidelines*.

Every effort shall be made by the school to communicate to position holders a clear statement of the mission and academic philosophy of the school, an explanation of the charter school's values about teaching and learning, the specific goals and objectives of their unique position, the plans which have been made to support the individual as he/she performs his/her role, the standards of performance the school has established, the criteria it will employ in assessing performance, the information it will gather to make the appraisal, and the basis of the appraisal.

*Confidentiality*

Copies of the assessment and evaluation results and any documentation related thereto of any school employee retained by the Board shall be confidential and shall not constitute a public record.

*Grievances and Due Process*

A grievance hearing may be requested and conducted regarding any assessment or evaluatory results or actions deemed to be discriminatory or retaliatory, thus assuring the employee of proper due process.

Section 4.3 contains a description of the approved grievance procedures.

*Approved: February 7, 2008*

*Full Policy Review With All Alterations Approved July 2, 2015*

## 4.2 Employee Discipline

### *Policy Statement*

The MAX Board, in accordance with state law, shall have authority to discipline employees in any manner — including oral or written reprimand, suspension, or termination —when an employee's behavior warrants such action. When not otherwise provided for by state law or Board policy, any disciplinary action to be considered by the Board shall be based on the recommendation of the Principal/Director.

### *Progressive Approach to Discipline*

The Board shall employ a progressive discipline approach when disciplining employees. Progressive discipline means that penalties for poor job performance or broken rules become increasingly harsh as similar or related conditions continue or infractions are repeated. Such progressive discipline, however, shall not inhibit the Principal/Director and/or Board's authority to discipline, suspend, or terminate an employee based on the circumstances of any single event.

### *Documentation*

Documentation of employee behavior, performance, and disciplinary action taken shall be properly and thoroughly recorded. Should disciplinary measures become necessary, any documentation shall be considered confidential information and treated in accordance with statutory provisions and Board policy.

### *Investigation and Announcement*

The Board, in accordance with state law, shall provide for an investigation of an employee in cases where the Board has made a public announcement that an employee may be disciplined.

Any public announcement shall be made by the official spokesperson for the MAX Charter School.

### *Personnel Actions and Personnel Files*

If, at any time, the Board takes any personnel action against an employee based upon any document that was placed in the employee's personnel file, the employee shall be given the opportunity to rebut and respond to such documents.

*Approved: March 6, 2008*  
*Full Policy Review With All Alterations Approved July 2, 2015*

### 4.3 Complaints and Grievances

#### *Policy Statement*

Any employee of the MAX Charter School shall have the right to appeal the application of policies and administrative decisions affecting him/her. The employee shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to a personal grievance. No administrator shall refuse to informally meet with an employee at a mutually agreeable time.

All grievances shall be handled expeditiously, and according to the procedures adopted by the Board

#### *Definitions*

**A grievance** is a claim by an employee or group thereof that he/she has suffered harm or injury by the interpretation, application, or violation of a contract, a school board policy, a law, or constitutionally guaranteed rights. The term “grievance” does not include matters for which the method of review is prescribed by law where the school board is without authority to act.

Because MAX is an at-will employer, only claims tied to issues of discrimination or retaliation shall be considered grievable.

**Employee(s)** covered by this procedure shall mean permanent employee(s) of the MAX Charter School. Any individual hired to work at the MAX Charter School and who signs an Offer Letter approved by the Board shall be considered a permanent employee of the school.

**Advisory Committee** shall mean a minimum of four members of the MAX Charter School Board (hereinafter sometimes referred to as “Board”). As needed, the Advisory Committee, with the exception of parents of students enrolled in the school, shall be nominated by the Board Chair or President of the Board to serve on this ad hoc Advisory Committee. Upon Board approval, these nominees will serve in this capacity during the duration of scheduled proceedings. At the discretion of the Chair, the Advisory Committee may be designated as a Committee of the Whole, where all members of the Board are appointed to serve.

**Administrator** shall refer to the Principal/Director of the MAX Charter School or to his/her designee upon his/her absence.

#### *Procedure*

Any employee of the MAX Charter School with a grievance on issues relating to discrimination or retaliation shall schedule an informal conference with the Administrator in order to attempt to informally resolve the complaint. The informal conference should be held within 3 (three) working days of receipt of the grievance.

If the informal conference between the administrator and the employee does not result in a resolution of the issue, the employee may initiate Step 1 of the formal procedure. The number of days indicated at each step is a maximum, and every effort shall be made to expedite the grievance process.

**Step 1**

In Step 1, following the informal conference, but within five (5) working days of notice of the administrator's decision to the employee, the employee must produce a **written** report of the grievance to his/her administrator. The written grievance submitted shall state the nature of the grievance and the harm or injury caused, the date(s), time(s), and place(s) of events leading to the complaint, the date and time of the informal conference, and space to record the intended plan of action to be taken by the administrator. Signature and date lines for the employee, the administrator, and any other party at the Step 1 conference are to be included. (If the written grievance report is not submitted timely, the employee shall be deemed to have abandoned the grievance and shall have no further rights with respect to said grievance.) The employee and the administrator shall once again attempt to resolve the grievance, and the administrator shall reply to the employee in writing within five (5) working days following the date of submission. Regardless of the outcome, a copy of the entire proceeding shall be kept in the administrator's personnel files.

**Step 2**

In the event the employee wishes to appeal the decision in Step I or if no decision has been rendered in the time specified, an appeal shall be presented in writing to the Chair or President of the Board within five (5) working days of the employee's notification of the Step 1 decision or within five (5) working days of the administrator's failure to render a timely decision. Within ten (10) working days, the employee, the administrator, and the Chair (or President) of the Board will hold a conference to discuss and, hopefully, resolve the issue. Within five (5) working days after the conference the employee will receive from the Chair or President a written decision containing suggestions on how the matter could best be resolved. Unless the decision is again deemed unacceptable by the employee, the matter shall be considered as settled, and the employee filing the grievance shall have no further right with respect to said grievance.

**Step 3**

If the employee finds the Step 2 decision to be unacceptable, he/she may request a meeting with a Board ad hoc Advisory Committee appointed by the Chair or President. The request shall contain all documentation from Steps 1 and 2. The request must be made within ten (10) working days of the Employee's notification of the Step 2 decision. The Board ad hoc

Advisory Committee, in its sole and uncontrolled discretion, shall address the complaint at a special meeting or, if a Committee of the Whole has been established, the complaint may be addressed at the next full meeting of the Board. In either case, the complaint shall be discussed in executive session. Within five (5) working days of receiving his/her request, the Committee will notify the employee as to the meeting arrangements. At the date and time specified, the Committee in executive session shall conduct a hearing of the grievance and shall make and maintain a transcript of the proceedings. Following the hearing, the president of the Board or designee shall make a written recommendation for disposition of the grievance and provide a copy of the recommendation and the transcript to the full Board prior to the next regularly scheduled or special meeting of the Board. The employee filing the grievance shall also receive a copy of the president or designee's written recommendation.

#### **Step 4**

After reviewing the transcript of the grievance hearing and the recommendation of the president or designee, the Board at its next regularly scheduled or special meeting shall in open session make a decision regarding the grievance. The decision of the Board shall be final.

#### *Miscellaneous*

1. A grievance may be withdrawn at any level. Additionally, there shall be no retaliation or recrimination against any person because a grievance has been filed in accordance with the provisions outlined herein.
2. Copies of all written decisions of grievances shall be sent to all parties involved.
3. All documents, communications, or records dealing with a grievance shall become part of the personnel file of the employee who filed the grievance.
4. Appeals of grievance decisions will be limited to the specific issues raised in the original grievance. The parties involved will not be allowed to expand the issues during the grievance procedure, except to the extent necessary to respond to administrative decisions made during the course of the grievance procedure.
5. Failure by the employee filing the grievance to meet the deadlines and/or time lines and requirements of this procedure shall result in dismissal of his/her grievance. Failure by the administrative person rendering the decision to meet deadlines and/or time lines and requirements of this procedure shall allow the employee filing the grievance, at his/her option, to proceed to the next level of appeal.



6. If the employee leaves the employment of the Board or the School while the grievance is pending at any level, then the employee shall lose the right to continue the grievance process.

*Representation*

An employee bringing forth the grievance shall have the right to present his/her own grievance. An employee who files a grievance has the right to have representation at Steps 2 and 3.

If an employee chooses to have representation when presenting his/her grievance, said employee shall provide advance notice of such in writing to the administrator at least two (2) days prior to the meeting on the grievance. Failure to provide notice shall result in the denial of representation at the given level.

*Approved: December 17, 2007*  
*Full Policy Review With All Alterations Approved July 2, 2015*

## Chapter 5.0 Separation

### 5.1 Non-Reappointment

#### *Policy Statement*

All employees of the MAX Charter School are hired by way of an Offer Letter. Instructional staff who intend to be reappointed should notify the Principal/Director in writing within sixty (60) days prior to the end of the school year but no later than two weeks prior to the last day of school.

Administrative staff should notify their immediate supervisor within sixty (60) days prior to the end of the fiscal if they desire to sign an Offer Letter for another year of service at the MAX Charter School. (The Board shall be considered the direct supervisor of the Principal/Director.)

A school employee who will not be reappointed by the Board of the MAX Charter School, upon the recommendation of the Principal/Director, will be notified in writing at least two weeks prior to the end of the school year so that he/she will have sufficient time to seek employment with another school district prior to the beginning of the subsequent school year. Likewise, the Max Charter School Board shall give proper notice to its Principal/Director if the Board finds it necessary to seek another administrator.

#### *Required Survey and Interview*

All employees, including the Principal/Director, who are being considered/recommended for reappointment, may be expected to fill out a survey and/or submit to a personal interview before the end of the year prior to the end of his/her contract. Failure to comply may jeopardize his/her reappointment.

#### *Offer Letters*

Offer Letters for instructional employees shall be signed no later than the last day of the school year. Offer letters for administrative staff shall be signed no later than the last day of June so that advertisements for unfilled positions can then be initiated for vacancies within the school.

#### *Professional Development Opportunities*

It is highly recommended that newly hired and re-hired personnel take advantage of professional development opportunities during the summer months.

*Approved: February 7, 2008  
Full Policy Review With All Alterations Approved July 2, 2015*

## 5.2 Resignation

### *Policy Statement*

The Board requires employees who wish to terminate their employment with the MAX Charter School Board to submit letters of resignation to the Principal/Director. Resignations should include the reason for the request and the exact date for the release.

### *Authority of the Director*

The Board shall empower the Principal/Director to finalize resignations by accepting letters of resignation in its name and under all judicial and statutory powers accorded to it. Furthermore, the Director shall report all such resignations to the Board by the next Board meeting.

### *Resignation of the Principal/Director*

In the event of the resignation of the Principal/Director, the letter of resignation shall be presented to the Board's Chair or the President of the Board and should follow the same procedures as stated above.

*Approved: February 7, 2008*

*Full Policy Review With All Alterations Approved July 2, 2015*

### **5.3 Suspension**

#### *Policy Statement*

The Principal/Director may suspend an employee, with or without pay, when the Principal/Director has reason to believe that cause exists for such suspension or when the interests of the school so dictate. Upon suspension of an employee by the Principal/Director, the Principal/Director shall immediately notify the Board of his/her action.

*Approved: March 6, 2008*

*Full Policy Review With All Alterations Approved July 2, 2015*

## **Chapter 6.0 Discrimination and Other Policies Related to Employment**

### **6.1 Discrimination**

#### *Policy Statement*

The MAX Charter School strives to create and maintain a working and learning environment in which all individuals are treated with dignity, decency, and respect. The environment of the school should be characterized by mutual trust and the absence of intimidation, oppression, and exploitation. Employees and students should be able to work and learn in a safe, yet stimulating atmosphere. The accomplishment of this goal is essential to the mission of the MAX Charter School.

#### *Employees*

Discrimination against any individual with respect to all phases of the employment relationship, including recruiting, testing, hiring, upgrading, promotion/demotion, lay-off, termination, rates of pay, benefits, selection for training, or any other terms, conditions, or privileges of employment because of an individual's race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, or military/veteran status is illegal and will not be tolerated at the MAX Charter School.

#### *Students*

The MAX Charter School will admit students of any race, color, national and ethnic origin, and all students will have the same rights, privileges, and opportunities to participate in programs and activities without fear of discrimination.

*Approved: February 7, 2008*

*Full Policy Review With All Alterations Approved July 2, 2015*

## 6.2 Sexual and Other Forms of Harassment

### *Policy Statement*

A variety of federal, state, and local laws prohibits harassment or discrimination of any kind. Among them are **Title VII of the Civil Rights Act of 1964**; **Title IX of the Educational Amendments of 1972**; the **Age Discrimination in Employment Act of 1975**; the **Americans with Disabilities Act of 1990**; the **Family and Medical Leave Act**; the **Equal Pay Act**, and Louisiana discrimination statutes. Any verbal or physical conduct that has as its goal to threaten, to intimidate, or to coerce is strictly forbidden. Also included is verbal taunting (including racial and ethnic slurs) which, in the employee's or the student's opinion impairs his/her ability to perform his/her job or studies.

The MAX Board recognizes that sex and gender discrimination is unlawful. In particular, certain laws prohibit discrimination on the basis of sex for all education programs that receive federal funding. State criminal law, as well as civil law, such as laws against child abuse, prohibits sexual harassment.

The MAX Board is committed to maintaining a school that is fair and respectful for all. Therefore, the MAX Board prohibits harassment/sexual harassment by Board members, administrators, certified and non-certified personnel, students, vendors, and any others having business or other contact with the school.

### *Investigation of Complaints*

All administrative and supervisory personnel shall investigate all complaints, formal or informal, verbal or written, of sexual harassment and shall discipline any person who sexually harasses a student or employee. Failure to enforce this policy in a prompt and strict manner may subject such administrative/supervisory personnel to disciplinary action.

### *Discipline*

Persons found in violation of this policy will be subject to discipline, including, but not limited to, reprimand, probation, demotion, suspension, termination, or other sanctions as determined appropriate by the Board.

*Approved: February 7, 2008*

*Full Policy Review With All Alterations Approved July 2, 2015*

### 6.3 Recruitment

#### *Policy Statement*

The MAX Board makes a concerted effort to employ the best employees available and to assign such employees to positions, departments, levels, or subject fields in which they have achieved full qualification or certification. The following are the most commonly employed methods for securing applications:

1. Accepting applications from all individuals who apply for positions regardless of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, military/veteran status, or other personal distinctions that could be perceived as discriminatory.
2. Seeking recommendations from placement bureaus in colleges and universities and/or other educational entities
3. Contacting or visiting campuses of institutions of higher learning to actively recruit applicants.
4. Advertising in local, state, regional, and national educational publications.

#### *Advertising*

All administrative, supervisory, and non-instructional personnel positions, regardless of funding source, shall be advertised at least two (2) weeks prior to the application deadline. Any exception shall require Board approval and must follow applicable state law.

*Approved: March 6, 2008*

*Full Policy Review With All Alterations Approved July 2, 2015*

## 6.4 Computer, Internet, and Electronic Communications Acceptable Use Policy

### *Policy Statement*

The Maxine Giardina Charter School complies with **Louisiana Law Revised Statute 17:239** that prohibits any student, unless authorized by the school Principal/Director or his/her designee, from using or operating any electronic telecommunication device, in any public school building, on school grounds, or in any school bus. L.R.S. 17:239 stipulates that a violation of these provisions may be grounds for disciplinary action, including but not limited to, suspension from school. The law further stipulates that nothing shall prohibit the use and operation by any person, including students, of any electronic telecommunication device in the event of an emergency. *Emergency* shall mean an actual or imminent threat to public health or safety that may result in loss of life, injury, or property damage.

At Maxine Giardina Charter School, no student, unless authorized by the Principal/Director or his/her designee, shall possess, display, and/or operate any electronic telecommunication device or wireless device while on school property on a normal school day. Violators will have that device confiscated by the Principal/Director/designee and will face disciplinary consequences. Confiscated items will only be returned to the parent/guardian. The Principal/Director reserves the right to examine the contents of any wireless device found. Any exception to the possession rule requires the **advance written permission** of the school Principal/Director.

### *Definitions*

**User** means any person employed by the Maxine Giardina Charter School. Any student attending the Maxine Giardina Charter School, or any person using computers, electronic communication devices, and other technology-related equipment or software owned and operated by Maxine Giardina Charter School is considered a "user". The definition of "computers, electronic devices, and other technology-related equipment or software" shall include telephones and the school's email system. The policy outlined herein applies to all "users". For purposes of this policy, the terms *use* and *operation* shall mean whenever the computer, electronic telecommunication device, or software system is turned on or is "in use."

**Electronic Communications** is a modern-day term used to denote a multitude of communication devices. The term includes but is not limited to voice and/or text-based telecommunication devices, computers, and Internet-based networks. Cellular phones (whether analog or digital), camera phones, beepers, pagers, text-messaging devices, and PDA's that are used as telecommunication devices or to transmit text messages, as well as any other wireless electronic telecommunication devices such as IPOD's, MP3 players, and hand-held video games, fall under this category.

### *Commitment Statement*

The Maxine Giardina Charter School Board is committed to the development and establishment of a quality, equitable, and cost-efficient electronic communications



system. The Board is further committed to responsible, efficient, ethical, and legal use of its telecommunications facilities. Acceptable use of telecommunications includes activities that support and enhance teaching and learning.

*Philosophy and Explanation*

The MAX School Board desires to promote an environment that is conducive to instruction and learning. Wireless devices used by students to communicate with others inhibit the creation of such an environment and is disruptive to the learning process. The Board also desires to protect students' personal privacy, while on school property and at school events. The emergence of camera and wireless-device technology has created a new set of privacy and data protection challenges for school officials. Thus, the use of any type of photographic equipment to take images or sound recordings that are in violation of law or otherwise invade the privacy of other individuals is prohibited and will result in disciplinary action, including but not limited to, suspension from school. Any exception to the prohibition of wireless devices requires the **advance written permission** of the school Principal/Director. This prohibition shall be strictly construed in favor of protecting the privacy of all individuals.

A safe environment for all members of the school community should be one of the primary goals of the MAX Charter School. This is accomplished, in part, by fostering a climate based on values that emphasize the dignity of and respect for all persons. Words, actions, or depictions that violate the privacy, safety, or good name of others are inconsistent with that goal. Whether occurring within or outside of school, when students jeopardize the safe environment or act contrary to those values, they can be subject to disciplinary action by the school.

This policy applies to communications or depictions through e-mail, text messages, or social networking sites or other web site postings, whether they occur on the school computer network or through private communications, which: (1) are of sexual nature; (2) threaten, libel, slander, malign, disparage, harass, or embarrass members of the school community or (3) in the Principal/Director's discretion, cause harm to the school or school community—collectively referred to as *Inappropriate Electronic Conduct*.

Faculty and staff use of school computers or software systems accessing the Internet shall be reserved solely for academic purposes and the conducting of business aspects of the school. All personnel using school computers, a computer network located on school property, or computers accessing the Internet or the school's email system shall be accountable for their use. All electronic communication by an employee at the MAX Charter School to a student enrolled at the MAX Charter School shall use a means provided by or otherwise made available by the MAX Charter School for this purpose.

Teachers are expected to maintain an appropriate professional student-teacher relationship at all times and to maintain the dignity of the profession by respecting and obeying the law and by exemplifying personal integrity and honesty. In the

educational environment, when school employees communicate with students through communication technologies like text messaging (texting), instant messages (IMS), email, and the use of social networking sites the appearance of impropriety may surface and set the stage for inappropriate behavior. To avoid this misinterpretation, the MAX Charter School Board prohibits fraternization via the Internet between employees and students. All other electronic communication with a student for a purpose not related to the educational mission, whether occurring within or outside of school, shall be strictly prohibited unless the parent or guardian gives prior permission.

The MAX Board, however, does not prohibit electronic communications between a teacher and a student if the student is an immediate family member of the teacher. *Immediate family member* is defined as a son, daughter, grandson, granddaughter, niece, nephew, in-law, or legal guardian.

The school Principal/Director shall investigate and act upon all reported or observed instances of *Inappropriate Electronic Conduct*. Students, parents/guardians, and members of the school staff are expected to report promptly to the school Principal/Director all suspected or observed instances of *Inappropriate Electronic Conduct*.

All electronic communication circumstances involving employee/student interaction outside the normal school day (inclusive of after-care), outside the school facilities, and outside the normal realm and jurisdiction of the school administration must be reported to the Principal/Director of the MAX Charter School who in turn will report the same to the parent/guardian. If the electronic occurrence is made by a student enrolled at the MAX to an employee of the MAX, a verbal as well as written report is expected. The incident should be reported to the Principal/Director as soon as possible after the incident takes place. If, for any reason, this verbal report cannot be made, then an e-mail communication will suffice. A more formal and detailed written report should be delivered to the administrator or his/her designee in a timely manner but definitely within two (2) school working days of the alleged transgression. The report should detail the specifics of the alleged prohibited exchange/violation as accurately as possible, should note the time and date of the occurrence, and should include any response to the student or parent/guardian of the student. A copy of this written report, along with any follow-up and any disciplinary actions taken or consequences incurred, shall be kept on file in the office area of the MAX Charter School and shall be maintained by the school board for a period of at least one calendar year.

In all circumstances pertaining to employee-student interaction, the Maxine Giardina Charter School, together with its board, shall cooperate fully with local, state, or federal officials in any investigation concerning or relating to any illegal activities conducted through the school's technology network.

*Restrictions*

A "user of computers or other technology-related equipment belonging to the Maxine Giardina Charter School is restricted from abusing any such equipment or related peripherals in any way. Abuse, as herein used includes the following:

1. Physical damage to the equipment in any way, whether the physical damage is the result of mischief, negligence, or a deliberate act;
2. Use of equipment for personal monetary gain (includes copying of software, software tampering, personal phone calls over five minutes, and making personal paper copies of five or more);
3. Theft of equipment or peripherals (including computer software);
4. Use of equipment to access the internet to view, share, copy, receive, or send material of a pornographic nature;
5. Unauthorized access to other programs, other computer sites, or tapping into either of these;
6. Unauthorized use of data that may be stored on computers or compact discs;
7. Other abuses that evolve and become codified in either state or federal statutes or court decisions.

*Note: Definitions of such things as mischief, negligence, deliberate act, software, or any other term used in this section shall be defined in accordance with definitions found in the criminal or civil law or as rendered through court decisions.*

Employees shall communicate with telecommunication tools in a professional pedagogical manner consistent with state laws and district policies governing the behavior of school employees and with federal laws governing copyright and conduct with juveniles.

The use of technology is a privilege that may be revoked at any time for any violation of laws, policies, and procedures, whether such technology is school-provided or not.

#### *Consequences*

Inappropriate electronic conduct shall be subject to the full range of disciplinary consequences—including but not limited to suspension and/or revocation of school system access, suspension, or expulsion for students, and employee dismissal or termination of employment in accordance with state law. Violations of law will be reported to law enforcement officials and may result in criminal or civil sanctions. Fees, fines, or other charges may also be imposed.

Restitution at the original cost is expected of any person or for students (by his or her parent, parents, guardian, or guardians) for physical damage to computers or other technology-related equipment belonging to the Maxine Giardina Charter School.

Referral to law enforcement authorities and/or the parent or parents or guardian or guardians for any other type of abuse of computers, electronic communication devices, and other technology-related equipment or software as defined in this policy will be made for students attending the Maxine Giardina Charter School.

If a student is believed to have violated the school's *Computer, Internet, and Electronic Communications Acceptable Use Policy*, the student shall be provided with a notice and opportunity to be heard in the manner set forth in the student *Code of Conduct and Student Discipline Handbook*. Disciplinary action shall be tailored to specifically address the violation and to encourage appropriate student use of the technology network. If the alleged violation is an infraction of the student disciplinary code, the violation shall be handled according to applicable provisions of the code. The Principal/Director may terminate a student's access privileges by providing notice to the student and his/her parent or guardian. This notice shall be mailed to the parent or guardian.

When making decisions regarding the discipline of students who violate this policy, the school Principal/Director shall give paramount consideration to the safety and dignity of students, parents, members of the school staff, and others associated with the school.

Referral to law enforcement authorities will be made for **employees** or other persons who engage in any other type of **abuse** of computers, electronic communication devices, and other technology-related equipment or software as defined in this policy and belonging to the Maxine Giardina Charter School.

The Max Charter School firmly believes that it is a duty of a school system employee to comply with the policies, procedures, and practices set forth to ensure the safety of others. Failure to comply may result in disciplinary action, and in extreme circumstances, may constitute willful neglect of duty.

If a school employee is believed to have violated the school's *Computer, Internet, and Electronic Communications Acceptable Use Policy*, the employee shall be accorded his/her rights under due process. The Principal/Director of the MAX School should afford the employee every opportunity to defend himself/herself according to the time limits set by the due process policy of the MAX Charter School. An investigation into the matter shall be held at the school level first. The Principal/Director shall be the primary person responsible for this investigation. If the situation requires additional assistance at the school level, the Principal/Director should be allowed to call in non-personnel individuals—preferably individuals on the grievance committee of the board or designated individuals at Nicholls State University. All information obtained through the investigation shall remain

confidential to the parties involved and shall not be divulged until the designated school-level officials have completed a full investigation.

Once the investigation of the alleged failure by a school employee to comply with the policies, procedures, and practices has been completed at the school level, the facts of the matter should be presented to the employee and parties concerned, after which a report on its findings should be made to the MAX Charter School Board at its next regularly scheduled monthly meeting unless the need arises to call an emergency meeting for that purpose. If the investigation reveals that the employee may be in violation of state or federal law, the alleged violation shall be reported to the proper authorities, who, in turn, will conduct its own investigation based on the facts uncovered and any new facts that come to light.

#### *Assurances*

All school-system employees, parents, board members, and students of the MAX Charter School will be fully informed of the policies, procedures, and practices involving electronic communications at the MAX School—especially as it pertains to employee-student interaction—and of the possible consequences at the school and school-system level for failure to comply through one or more of the following means:

1. Verbal communication/instruction/directions/explanations to
  - a. All employees and board members
  - b. Grade-level classes
  - c. Interested parents who make appointments to discuss the issue and/or PTA attendees
2. Written/Visual communication via
  - a. E-mail
  - b. Letter
  - c. Web site
3. A hard copy of this board-approved policy can and will be made available or accessible to all interested individuals who request such.

All parents and/or guardians of students enrolled at the MAX shall be issued a form to fill out that either allows or denies permission to any school employee to contact their child (children) through electronic communication unless the purpose for such communication is directly related to the child's education and is sent to and received by more than one student at the school.

#### *Disclaimers*

The Internet is a powerful educational tool, and its use is increasingly integrated into the MAX Charter School curriculum.

The MAX Charter School Board does not condone the use of the Internet for any illegal or inappropriate activities and shall not be held responsible for any such use by staff or students.

Use of the Internet and/or any computers, or other electronic communication devices shall be considered a privilege and shall be used for educational purposes only and only under the direction and supervision of a teacher or staff member. The computer system shall not be used for commercial, political, or religious, or advocacy purposes. The students are responsible for their actions and activity during their login. Any inappropriate use may result in appropriate disciplinary action and loss of use privileges or disciplinary actions.

The MAX Charter School cannot be held responsible for the loss, theft, or damage to any electronic communications device brought to school legally or illegally.

The School Board may exercise its authority to terminate the use of any electronic device for cause for any student or employee of the MAX Charter School.

*Approved: August 14, 2008*

*Alterations Approved: October 1, 2009*

*Full Policy Review With All Alterations Approved July 2, 2015*

*Alterations Approved: January 5, 2016*

## **6.5 Drug-Free and Weapons-Free Policy**

### *Policy Statement*

The Maxine Giardina Charter School, like the Nicholls State University Campus on which it is located, is a Drug-Free and Weapons-Free Zone as defined by Louisiana Revised Statutes 14:95.6, 14:403.1, 17:154, 17:402, 17:403, 17:404, 17:406, and 17:416. Any person within 1,000 feet of any property used for school purposes by the Maxine Giardina Charter School is within the Drug-Free and Weapons-Free Zone. It is unlawful for anyone within this zone to use, to distribute, to be under the influence of, to manufacture or to possess any controlled substances, or to possess any firearms or weapons as defined in the statutes cited.

### *Consequences*

Any person who violates this policy will be referred to the proper law enforcement authorities. Penalties incurred may be consistent with those incurred as outlined in the statutes cited above or individual law enforcement or court decisions.

*Approved: August 14, 2008*

*Full Policy Review With All Alterations Approved July 2, 2015*

## 6.6 Internal Controls Policy

### *Policy Statement*

The MAX Charter School Board is committed to the highest possible standards of accountability and recognizes its responsibility for properly protecting and managing the physical and financial resources of The MAX Charter School. To this effect, MAX follows the procedures established by the Department of State: Division of Archives, Records Management, and History for the proper retention and disposition of all records. Also, the school's accounting and payroll functions are critical for the maintaining a solid financial foundation. Accurate and timely financial reports are crucial to administration and Board decision-making. Payroll must be accurate, as it represents the school's largest budgeted expenditure. Internal controls must safeguard the school's assets from misappropriation.

The ultimate fiduciary responsibility for The MAX Charter School rests with The MAX Charter School Board. Through the Principal/Director, the Board will take all reasonable measures to prevent and detect theft and fraudulent actions by persons who are employed or contracted by the school or who are service recipients of the school.

The Board will further ensure that any investigation into any theft or fraudulent actions is conducted in a manner that conforms to the principles of natural justice and is procedurally just and fair.

The Board, therefore, requires the Principal/Director to become familiar with the systems and procedures set up to guard against the actions of theft and fraud, to review and monitor these internal controls on a regular basis, and to report any suspected inappropriate actions to the Board Treasurer and/or Board Chair as soon as possible.

### *Purpose and Scope*

This policy provides guidelines for the prevention, deterrence, and detection of fraud. Administration and staff will be responsible for creating a positive workplace environment ensuring a culture of honesty and ethical behavior to enhance the school's ability to protect its assets, operations, and reputation.

This policy applies to any fraud, or suspected fraud, involving employees, consultants, vendors, contractors, and/or any other party with a business relationship with the school. Fraud is defined as the intentional false representation or concealment of a material fact for the purpose of inducing one's self or another to act upon it for personal gain. Examples of fraud refer to, but are not limited to the following actions:

1. Any dishonest or fraudulent act; theft
2. Impropriety in the handling or reporting of money or financial transactions



3. Forgery or alteration of any document or account belonging to the school (checks, bank drafts, timesheets, invoices, contractor agreements, bid documents, purchase orders, electronic files, and other financial documents)
4. Financial report misrepresentation
5. Misappropriation of funds, securities, supplies, inventory, or any other asset—including furniture, computers, fixtures, equipment, etc.
6. Authorizing or receiving payments for hours not worked
7. Disclosing confidential and proprietary information to outside parties
8. Kickbacks; accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the school
9. Destruction, removal, or inappropriate use of records, furniture, fixtures, or equipment
10. Supplies or inventory embezzlement (purchasing with school funds supplies or equipment for personal use or stealing stamps or other office supplies for personal use)
11. Any similar or related irregularity

#### *Procedures and Safeguards*

To guard against the actions of theft and fraud, the following procedures and safeguards have been established for The MAX Charter School:

- The Handling and Posting Cash Receipts
  1. All cash shall be funneled through the Business Manager.
  2. The largest cash receipt received by The MAX Charter School from the State of Louisiana shall be made as a *direct* deposit into a designated local bank.
  3. The Business Manager of the school shall open the mail daily and remove any checks for deposit to the school's account.
    - a) The Business Manager shall list all receipts to be deposited for that day or period, and a copy shall be sent to the Board Treasurer and the Principal/Director.
    - b) The Treasurer will use these listings to confirm deposits to the account through bank reconciliations.
- The Sale of Nutritious Snacks
  1. The sale of nutritious snacks, made daily to the students at The MAX School, shall be conducted by the Secretary whose office is in the

- administrative wing alongside the offices of the Principal/Director and the Business Manager. Transactions shall be done through the window opening with the entry door closed to the students.
2. Money collected from these sales will be handed to the Business Manager for counting and for posting to the monthly cash receipt report.
    - a) The cash receipt report will be used as support for the posting of receipts into the Quickbooks Software System.
    - b) The posting and bank reconciliation shall be done by the Board Treasurer or his/her designee.
  3. Deposits will be made weekly with sufficient funds kept on hand for making change.
- The Capitalization of Fixed Assets
    1. All assets costing a minimum of \$500.00 will be capitalized as a “Fixed Asset” as opposed to being expensed in the year of acquisition. All costs related to the acquisition of the item will be taken into consideration in seeing if the item meets the \$500.00 minimum.
    2. Assets will be depreciated over the usual life of the asset based on a 1/2-month basis.
  - The Purchase of Supplies Less Than \$3,500.00 and the Purchase of Equipment Below \$1,500.00
    1. A purchase requisition shall be required for the purchase of all supplies and equipment. Requisitions shall have prices where applicable.
    2. No pricing will be required for purchase of maintenance-type items other than hourly rates.
    3. No requisition will be required for items such as gas, water, electricity, etc.
    4. The requisition shall be completed by the employee and/or the Business Manager and shall be signed by the employee who requires the materials. The Principal/Director must then approve the requisition.
    5. Once approved by the Principal/Director, the Business Manager shall purchase the products by using a pre-numbered purchase order form.
    6. All invoices shall be coded by the Business Manager, or a note on the invoice shall be sent to the Board Treasurer requesting him/her to code.
    7. If purchase will be a grant-funded acquisition, this fact should be noted on the requisition and purchase order.
    8. Any purchase of supplies greater than \$3,500.00 must have the signature of the Principal/Director, the Board Treasurer, and the Business Manager.
    9. Competitive quotes shall be obtained for any purchase of equipment greater than \$1,500.00, and purchases of this value or greater shall require Board approval. A copy of the Board-approved minutes can be used to document approval.
    10. Once an invoice has been received, the applicable purchase and/or requisition shall be attached and forwarded to the Board Treasurer for payment.

- a) Payments shall be made on a timely basis.
- b) All paid invoices shall be marked “PAID” and shall contain the check number and the date paid.
- c) All “PAID” invoices for one fiscal year shall be placed in an Accounts Payable Paid file folder.
- d) Unpaid invoices shall be kept in a separate file reserved only for unpaid invoices.

#### *Insurance Coverage*

In an effort to further protect the assets of the school and to provide for the continuous effective education of its students, the Board shall require the purchase of some type of insurance that covers employee dishonesty or some type of bond that covers the school in the event that someone working at the school misappropriates funds. Such purchase shall be made based on service offered by the insurer, on the reliability and financial stability of the insurer, and on the price of the insurance as competitively determined.

#### *Response to Fraud / Suspicion of Fraud*

An environment which allows any fraud or embezzlement to take place is not acceptable, and all employees shall be required to inform the Principal/Director immediately should they suspect or become aware of any improper or fraudulent actions by staff, suppliers, contractors, students, or other persons associated with the school.

The Principal/Director, in consultation with the Business Manager and/or the Board Treasurer, shall personally investigate each reported alleged allegation to determine what further actions, if any, shall take place.

Once all available evidence is obtained, the Principal/Director shall consult the Board Chair to determine if legal or other advice is warranted.

In the event an employee or other is found to be engaging in or to have been engaged in fraudulent acts or failed to report fraudulent acts, he/she will be subject to disciplinary action that could include termination. Based on the seriousness of the offense, the results may be referred to the appropriate law enforcement and/or regulatory agencies.

Any allegation concerning the Principal/Director shall be made to the Board Chair.

Any allegation concerning a member of the MAX Board of Directors shall be made to the Principal/Director, who shall follow the procedure stated above.

The Board affirms that any allegation of theft or fraud must be subject to due process, equity, and fairness.

*Confidentiality*

The Board recognizes that all supposed or actual instances of theft or fraud can affect the rights and reputation of the person or persons implicated; it can also affect the reputation of the school. All matters related to the case shall remain strictly confidential with all written information kept secure. Investigation results shall not be disclosed or discussed with anyone other than those who have a legitimate right to know.

*Record Retention and Disposition Policy*

MAX has charged the Principal/Director or his/her designee to act as the Agency Records Management Officer for MAX Charter School. The Management Officer shall retain and dispose of all records in keeping with the *Rule* established by the Department of State, Office of the Secretary of State, Division of Archives. The Department, in accordance with R.S. 44:405 and the Administrative Procedure Act R.S. 49:950 et seq, has adopted *Records Management Policies and Practices, LAC 4:XVII, Chapters 1-15* to provide official guidance for state agencies in establishing and maintaining an accurate management program.

Once a year, the Principal/Director or his/her designee shall report the status of the system in use at the school site and will certify that the system is in keeping with the above statutes.

*Approved: February 4, 2010*

*Alterations Approved: April 7, 2011*

*Full Policy Review With All Alterations Approved July 2, 2015*

## **7.0 Administration of Policy and Other Policies Related to Employment**

### **7.1 Relationship of Policy Manual to Employee Appointments**

#### *Policy Statement*

This policy manual is an overview and summary of the MAX Charter School Board's policies currently in effect. The manual may also contain important regulations and/or procedures. It shall be the responsibility of an employee prior to the signing of the initial Offer Letter to familiarize themselves with all policies currently in effect. The information contained in this policy manual is subject to change at any time, as deemed necessary by the Board of Directors, to ensure effective application of the policies of the School Board. While the Board will normally attempt to provide employees advance notice of any change — usually in the form of a Policy and Procedure Memorandum (PPM) — the Board reserves the right to alter these policies, regulations, or procedures at any time. Policies shall be determined to be in effect on the date of notice should this date be earlier than the publication of new updated editions of the manual.

*Approved: February 3, 2011*

*Full Policy Review With All Alterations Approved July 2, 2015*

## **7.2 Administration in Absence of Policy**

### *Policy Statement*

In cases where action must be taken within MAX Charter School and where the MAX Board has provided no guides for administrative action, the Principal/Director of the MAX Charter School shall have the power to act, but his/her decision shall be subject to review by action of the Board at its next regularly scheduled meeting. It shall be the duty of the Principal/Director to inform the Board promptly of such action and of the need for policy.

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### **7.3 Whistleblower Policy and the Reporting of Violations of Law**

#### *Policy Statement*

The MAX Charter School Board does not violate the law and does not tolerate those who do. If an employee believes that anyone in or associated with the School Board has requested or directed the employee to do anything that violates state or federal law or has prohibited the employee from doing anything that state or federal law requires the employee to do, the employee shall report any such incident immediately to the Principal/Director.

Louisiana has four (4) separate statutes that relate to the prevention of an employee facing retaliation for having disclosed information about the employee's conduct. This employer may be a public entity or a private company. The (4) four statutes are as follows:

- 1) R.S. 23:967 — Labor and Worker's Compensation/Employee: Protection From Reprisal; Prohibited Practices; Remedies
- 2) R.S. 42:1169 — Code of Governmental Ethics/Freedom From Reprisal for Disclosure of Improper Acts
- 3) R.S. 46:440.3 — Public Welfare and Assistance/Whistleblower Protection and Cause of Action
- 4) R.S. 30:2027 — Department of Environmental Quality/Environmental Violations Reported by Employees; Reprisals Prohibited.

It is the policy of the Maxine Giardia Charter School to adhere to the spirit and procedures involved with all whistle-blower statutes. MAX further recognizes an employee may have a cause of action, which he/she must bring within one year of the alleged discriminatory action.

The following types of employee action are characteristic of whistleblowers:

- 1) Whistlerblower discloses or threatens to disclose a work place act or practice that is in violation of state law;
- 2) Whistleblower provides information to or testifies before a public body conducting an investigation, hearing, or inquiry into violation of law;
- 3) Whistleblower objects to or refuses to participate in an employment act or practice that is in violation of law.

If any of these actions occur, the whistleblower may file a cause of action and subsequently may receive compensatory damages, back pay, benefits, reinstatement, reasonable attorney's fees, and court costs. Such cause of action will be processed according to established grievance procedures.

*Approved: February 3, 2011*

*Altered: April 7, 2011*

*Full Policy Review With All Alterations Approved July 2, 2015*



#### **7.4. Compliance and Support of State of Louisiana Bullying Policy**

##### *Policy Statement*

The School Board for the MAX Charter School affirms, supports, and will comply with the mandates of La. R.S 17:416:13, and as amended, also known as the "Tesa Middlebrook Anti-Bullying Act" of 2012 (Act 861). The School Board further supports Act 861's call for timely and effectively addressing all forms of bullying.

Guidelines and forms for R.S. 17:416.13 can be found at the following web address:

<http://www.legis.state.la.us/lss/lss.asp?doc=81024>

*Approved: June 4, 2014*

*Full Policy Review With All Alterations Approved July 2, 2015*