



**Employee Handbook
A Manual of Personnel Procedures
2016-2017**

**2045 Lakeshore Drive
CERM Building, Suite 415
New Orleans, LA 70122
Phone: 504-280-2309 Fax: 504-280-2312**

EMPLOYEE HANDBOOK - ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge that I have been notified that a copy of New Beginnings Schools Foundation employee handbook (“handbook”) is located on the New Beginnings Schools Foundation website in the Employee Information section. I understand that it is my responsibility to read the handbook and adhere to the policies and practices described within it. I understand that this handbook replaces any and all prior handbooks, policies and practices of the Network. If I have any questions concerning the information, application or interpretation of the policies or procedures in the handbook, I will bring them to the attention of a school leader or human resources. Human resources can be contacted at 504-280-2310. I have read and understand New Beginnings Schools Foundations’ non-discrimination policies and non-harassment policies, agree to comply with these policies, and understand the mechanisms in place for the reporting of incidents of workplace discrimination, harassment and retaliation. I understand that New Beginnings Schools Foundation does not tolerate discrimination, harassment or retaliation of any type, including but not limited to sexual harassment. I certify that I understand that if I violate these or other policies, I may be subject to discipline up to and including termination. I have read and agree to abide by New Beginnings Schools Foundations’ policy regarding a drug and alcohol free workplace and policies regarding confidentiality and use of company property. I understand that New Beginnings Schools Foundation reserves the right to change, modify, revoke, suspend, or terminate any of the policies at any time. I further understand that the statements contained in the handbook constitute guidelines only, and are not a contract between New Beginnings Schools Foundation and any of its staff members. No representative of New Beginnings Schools Foundation has any authority to enter into or authorize any agreement, contract, or guarantee of employment either verbally or in writing, whether express or implied, with the sole exception of a written agreement setting forth a definite term of employment signed by the Chief Executive Officer. I understand that New Beginnings Schools Foundation abides by an employment **“at-will”** policy and that, absent a written agreement setting forth a definite term of employment, both New Beginnings Schools Foundations and its staff members reserve the right to terminate the employment relationship at any time, with or without cause or notice, for any reason not otherwise prohibited by law.

STAFF MEMBER’S NAME (printed):

STAFF MEMBER’S SIGNATURE:

DATE: _____

Dear New Beginnings Faculty and Staff,

Welcome to the 2016-17 school year. As the school year begins, we will look to the future as we build on the many successes of NBSF. There is hard work to be done, but I am certain that our commitment and values will lead us to forge a new path on our journey of perpetual improvement. As we move forward, together, we will share in the pride of knowing we are headed in the right direction for student success.

We are an organization of great teachers, dedicated administrators, loyal support staff, safe facilities and responsive programs. Together, we will seek to challenge and help all of our students achieve new heights, harness the power of learning and be the best they can be. We will strive to provide whatever is needed to assure the academic and social growth for our students, be it more parental engagement; increased academic support; special programs, interventions, or extracurricular activities.

As we move forward, we will focus on listening and learning together in our daily work in order to develop and execute our shared mission: New Beginnings Schools Foundation innovatively prepares every child, every day for success in life, college, and careers.

I look forward to personally thanking you for being a dedicated NBSF employee. Most Respectfully Yours,



Michelle Blouin-Williams
Chief Executive Officer
New Beginnings Schools Foundation

Table of Contents

About this Handbook	6
History of the New Beginnings Schools Foundation	6
Mission	8
Organizational Values	8
Vision	9
Section I: Ethical Issues	
Equal Opportunity Employment	9
Individuals with Disabilities	9
Professional Standards	10
Nepotism	10
Employee Fraternalization Policy	11
Section II: Community Relations	
Employee Community Relations	12
Public Information	12
Political Activities	12
Section III: Employment	
Qualification of Personnel	13
Qualifications and Duties and Responsibilities	13
Recruitment	13
Criminal History of Applicants	13
Employee Notification	14
Drug Testing	14
Conditional Employment	14
Outside Employment	14
Employment Offer Letters	14
Assignments	15
Reassignment/Transfer	15
Work Schedule	15
Attendance	16
Modified Work Schedule	16
Failure to Resign/Report to Work	16
Evaluation	16
Employee Complaints	17
Discipline	19
Corporal Punishment	19
Incident Reports	19
Workplace Violence	20
Termination of Employment	20
Resignation	20
Exit Process and Interview	21

Section IV: Compensation and Benefits	
Compensation	22
Insurance	22
Payroll Procedures	23
Tuition Reimbursement	23
Professional Development	23
Section V: Employee Leaves	
Sick Leave	23
Abuse of Leave	24
Documentation of Absences	24
Family Medical Leave	24
Maternity Leave	25
Annual Leave	26
Leave Accrual	26
Terminal Leave	27
Military Leave	27
Bereavement Leave	27
Jury Duty	28
Leave without Pay	28
Holiday Leave	28
Retirement	29
Workers Compensation	29
Notification of Injury	29
Section VI: Working Conditions	
Sexual Harassment	30
Harassment	31
Alcohol and Drug-Free Workplace	31
Tobacco Use	31
Dangerous Weapons	32
Inspections and Searches	32
Security	32
Personal Property on Business Premises	32
Transportation	32
Staff-Student Relations	32
Dress Code	33
Section VII: Operational Policies and Procedures	
Authorized Use of Equipment	34
Use of Telephones and Other Electronic Telecommunication Devices	34
Electronic Communication between Employees and Students	34
Inappropriate Communication	35
Use of Computers	35
Social Media	36
Purchasing	37
Budget and Expense Policy	

ABOUT THIS HANDBOOK

This employee handbook outlines the basic policies and procedures at New Beginnings Schools Foundation. It is not meant to cover the specific operating procedures of an individual staff member's school or team. Where appropriate and necessary, School Leaders (SLs) will explain additional procedures to staff members. This handbook, including all of the policies contained herein, supersedes all existing staff member policies and practices and may not be amended or added to without the express written approval of the Chief Executive Officer. This handbook also briefly describes the current benefit plans maintained by New Beginning Schools Foundation. In the event of any conflict between the terms and conditions contained in this handbook and the official plan documents pertaining to any benefit, the provisions of the official documents govern and shall be given full force and effect. Employment at New Beginnings Schools Foundation is **“at-will,”** permitting a staff member or New Beginnings Schools Foundation to end the relationship at any time, with or without notice, and for any reason not otherwise prohibited by law. The language that appears in this handbook is not intended to alter the employment at-will relationship in any way or to alter the terms of any employment agreements. This handbook is not a contract and does not guarantee any rights or benefits to staff members. Staff members are required to read, understand, and comply with all provisions of the handbook. All staff members are also required to comply with state and federal laws at all times. If a staff member has any questions as to the interpretation or application of any information in this handbook, s/he is encouraged to discuss them with his or her SL or the Executive Director of Human Resources. New Beginnings Schools Foundation reserves the right to change, modify, revoke, suspend, or terminate any policies or portion of the handbook at any time as it deems appropriate, in its sole and absolute discretion. New Beginnings Schools Foundation will endeavor to notify staff members in writing of any such changes in a timely fashion. It is a staff member's responsibility to keep abreast of the updated information. You are responsible for reading, understanding and complying with the provisions of this handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

History of the New Beginnings Schools Foundation

In the summer of 2004, the University of New Orleans' College of Education and Human Development embarked on a journey that was described in statewide newspaper coverage as “the unprecedented gamble, “a major risk” and “good news”. The university became the first entity in the state of Louisiana to take control of a failing public school.

New Beginnings' commitment to quality public education is an outgrowth of the vision

of the charter network's founder, James Meza, Jr., Dean of the College of Education and Human Development. "As an urban university, our mission calls for us to assume a greater responsibility for the quality of public education in the New Orleans area," said Meza. "Through our charter school initiative we have established opportunities for our faculty and students to engage in professional development and research through school based inquiry. This systematic teaching and learning process empowers our college teaching community to clearly understand problems and identify best practices for school improvement."

Pierre Capdau Elementary became Louisiana's first "takeover" charter school after voters in 2003 approved a state constitutional amendment to allow state takeover of repeatedly failing public schools.

Historical Timeline

August 2004: Pierre Capdau-UNO Charter School opens as Louisiana's first Type 5 charter school, becoming a forerunner in the New Orleans' burgeoning charter school movement.

August 2005: UNO opens its second charter school – Medard H. Nelson-UNO Charter School – three days before Hurricane Katrina strikes the Gulf Coast.

January/February 2006: Capdau and Nelson charter schools reopen. Nelson relocates to temporary quarters while its St. Bernard Avenue campus is rebuilt.

May 2006: Capital One Financial Corporation pledges \$1 million grant to help establish the UNO Charter School Network.

August 2006: UNO launches Pierre Capdau Early College High School (now Thurgood Marshall), a nationally recognized high school reform initiative built around small, autonomous institutions that blend high school and college into a coherent education program.

August 2007: Medard Nelson-UNO Charter School returns to a completely renovated campus on St. Bernard Avenue.

September 2007: Gentilly Terrace Elementary reopens as a University Partnership Model. UNO continues to fulfill its mission of providing high quality public education to neighborhoods damaged by Hurricane Katrina. Gentilly Terrace is being operated through a partnership between the University of New Orleans and the Recovery School District.

December 2008: Louisiana Board of Elementary and Secondary Education (BESE) grants UNO Type 5 Charter to operate Thurgood Marshall Early College High School.

November 2009: Capital One contributes \$405,000 in education grants, funding a wide range of supplemental and after-school educational programs.

May 2010: First UNO Charter senior class graduates from Thurgood Marshall Early

College HS.

June 2010: Gentilly Terrace begins operation as Type 5 charter school.

July 2010: BESE grants Pierre Capdau a three-year extension of charter agreement. In its five years as a charter school Pierre Capdau's baseline school performance score (SPS) has demonstrated steady growth – increasing from 25.6 in 2004-05 to 66.4 in 2008-09.

July 2011: Reorganization of the University of New Orleans Charter School Network to the New Beginnings Schools Foundation. Restructuring emphasizes public accountability and transparency, and clarifies the governance of Network schools. New Beginnings Schools Foundation is responsible for the schools' educational outcomes. UNO's College of Education and Human Development continues to work directly with schools in an educational support and professional development capacity.

July 2011: Lake Area New Tech Early College High School is created as a result of the merger of Greater Gentilly High School and Thurgood Marshall Early College High School.

December 2012: New Beginnings Schools Foundation received Top Gains School designation the Louisiana Department of Education. Pierre Capdau, Medard Nelson, Gentilly Terrace and Lake Area New Tech Early College High School improved their School Performance Score by or beyond a pre-determined growth target, from 2 to 10 points. Each school received \$8,453 for educational purposes within the school.

MISSION

New Beginnings Schools Foundation innovatively prepares every child, every day for success in life, college, and careers.

ORGANIZATIONAL VALUES

Community

- We know that we grow with and learn from others. The strength of our Network and our world depends on the cohesiveness of our diverse communities and cultures. We execute our mission and improve as an organization through engagement with others in the broader community.

Achievement

- We will achieve success by equipping ALL students with the ability to think and learn. We will focus on results to inform goals for each student to reach levels of proficiency. Students will be actively engaged in setting and achieving learning targets. They will be supported, developed, and prepared for careers and post-secondary options. We are committed to academic rigor and integrity that

assures students a high quality education and fosters personal and intellectual growth to be productive contributors to a global society.

Respect

- Our Network will consistently demand a strong respect for culture and each other. We treat each other as individuals with compassion, sensitivity, dignity, equity, and value.

Excellence

- We go beyond what is expected. We achieve excellence through learning, leadership, innovation, and service.

VISION

- New Beginnings Schools Foundation exemplifies academic excellence by preparing our graduates to be innovators, leaders, and productive contributors to a global society.

Section I: ETHICAL ISSUES

EQUAL OPPORTUNITY EMPLOYMENT

The New Beginnings School Foundation NBSF is an equal opportunity employer. Qualified persons, applicants or employees shall not be excluded from any course or activity, discriminated against or denied promotional opportunities because of age, race, creed, color, sex, religion, national origin, or qualified disability and shall not be discriminated against in admission or access to, or treatment or employment in, its programs and activities.

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

In each case every effort will be made to provide reasonable accommodations when necessary. It will be the responsibility of the applicant and/or employee who requires an accommodation to inform the NBSF of the need for an accommodation. The request should specify the reason for the request and the type of adjustment that is needed in order for the employee to perform his/her job. If NBSF requires more information to provide the accommodation it shall be the responsibility of the applicant/employee to

provide more detailed documentation from his/her licensed physician treating the condition. No accommodations will be provided for personal use by the applicant or employee. Accommodations which result in undue hardships on the NBSF are not required and will not be provided.

Once a request has been made a meeting will be scheduled with the Human Resources Director to further clarify the need and to discuss possible accommodations. At the conclusion of the meeting, the Human Resource Director shall render a decision regarding the request. If the request is denied because of undue hardship, the applicant/employee may submit a written appeal within 5 days to the Board of Directors.

The network strives to ensure that all employment decisions, including recruiting, promotions, hiring, layoffs, training, benefits, performance assessment and sponsored professional/social activities, are administered in a manner consistent with our policy of equal opportunity employment and in accordance with federal, state, and local laws, alleged violations will be promptly addressed in accordance with the Anti-Discrimination Policy contained herein.

PERFORMANCE/PROFESSIONAL STANDARDS

All NBSF employees are expected and required to meet acceptable performance and professional standards. High standards of professional commitment and preparation should be reflected daily. The following qualities are expected to be demonstrated by all employees: honesty, morality, and integrity in relation to school finances, students, colleagues, community, and all other areas of educational responsibility. Insubordination and/or disregard of, or inattention to, working directions and instructions received from the supervisor or refusal to comply, theft of school property, excessive or unexcused absenteeism or tardiness, violation of any rule pertaining to attendance, misrepresentation of facts or falsification of records, including but not limited to leave request, personnel records or any action resulting in criminal offense, whether committed on or off duty may result in disciplinary action or possible dismissal. Employees are expected to comply with all contractual agreements or appointments, as well as all applicable policies and of the NBSF.

Employees are prohibited from engaging in any activity that may present a conflict of interest such as acceptance or solicitation of gifts of significant economic value either directly or indirectly from parents, students or other individuals. Any abuse of authority of office or position and decisions regarding the employment of a family member and entering into agreement with persons who have a substantial economic interest is prohibited.

Acceptance of food, drinks of a social nature or participation in a social event are permitted, as long as the value does not exceed that amount permitted under state law.

Employees of NBSF are prohibited from using their position for the purpose of selling products or services.

NEPOTISM

It is the policy of the NBSF to recruit and employ the best qualified individual solely on the basis of merit and in accordance with appropriate ethical standards and specific statutory provisions. The employment of immediate family members of a Board Member, administrator or other school employee, can in some instances, be against the law, and in other instances, may give rise to concerns that the individual was hired, promoted or awarded a salary increase based on a familial relationship rather than merit.

Therefore, it shall be the policy of the NBSF that an immediate family member of a Board Member, Principal or other school or network administrator may not be employed in any position within the network, with the exception that an immediate family member of an individual holding one of these positions may, upon the discretion of the NBSF, be employed as a classroom teacher, provided that he or she is certified to teach.

Exceptions to this policy are subject to the approval of the Board, which has sole discretion in this area.

For the purpose of this policy, immediate family member (relative) shall mean parents, siblings, children, grandchildren, nephew, niece, first cousin, aunt, uncle, or a person with whom the employee has made his or her home, including step-relatives or the same degree of relationship.

Employees related to each other shall not be evaluated by the same supervisor and/or should not be in a position that is supervised by a relative. Employees related to each other shall not be assigned to the same administrative unit. Exceptions to this policy will be approved at the sole discretion of the Board.

Employee Fraternization Procedure

New Beginnings Schools Foundation wants to preserve a working environment that has clear boundaries between personal and professional relationships. This is believed to be the best practice for conducting business in a professional manner. This procedure establishes clear boundaries with regard to how relationships develop at work and within the confines of the work area.

- During working hours and in work areas, employees of New Beginnings Schools Foundation are expected to keep all personal interactions limited and at a professional level to avoid distracting or offending others.
- Employees are prohibited from engaging in any physical interactions that would be seen as inappropriate in the work area. What constitutes inappropriate conduct is in the discretion of New Beginnings Schools Foundation.
- Employees who engage in personal relationships with others and allow these relationships to negatively affect the working environment will be subject to disciplinary action. If said employees fail to change their behavior after disciplinary action takes place, they may be subject to termination.

- Romantic relationships between supervising, managing or executive employees and subordinates are strictly prohibited. If a relationship does develop between a supervising employee and his or her subordinate, administration must be notified immediately so that a department transfer may be considered. Failure to notify administration of such a relationship is grounds for disciplinary action up to and including termination.

Section II: COMMUNITY RELATIONS

EMPLOYEE COMMUNITY RELATIONS

Employees of the NBSF shall be permitted to participate in governmental activities and civic organizations, as long as the activities do not interfere with the performance of their regular duties as full-time employees. Participation in governmental or civic organizational activities during normal business hours is prohibited unless written approval been given by the Chief Executive Officer.

PUBLIC INFORMATION/CONFIDENTIAL INFORMATION

Information shall be released to the general public so long as it is not classified as confidential. NBSF employees are prohibited from releasing confidential information to the public. Disclosure of confidential information by any employee/unauthorized individual may result in disciplinary action against the employee/individual involved.

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

NBSF requires all official records to remain at the school or NBSF central office except for official NBSF business.

Request for information or records will be forwarded to the NBSF Chief Executive Officer or his/her designee. A determination of the scope of information to be released shall be made known to the person making the request accordingly. Medical records are exempt from release unless authorized by the employee.

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

POLITICAL ACTIVITIES

Full-time employees shall not accept any appointive political office or hold any elective remunerative political office without the consent of the Network administration. Employees in the performance of his/her assigned school duties shall handle all

political discussions, conversations or presentation to students in a strictly non-partisan manner.

NBSF employees are prohibited from engaging in any political activity during business hours or while performing his/her NBSF responsibilities. Employees are prohibited from using any NBSF facility or property for such activities. Employees shall not be prohibited from discussing political candidates or parties among themselves out of the presence of school children, or during personal time or affairs away from offices or school facilities.

Section III: EMPLOYMENT

QUALIFICATIONS

The NBSF requires that all certificated employees, as well as those not required to be certified, meet those qualifications set forth by the Louisiana State Department of Education and/or qualifications for the position they are assigned.

GENERAL DUTIES AND RESPONSIBILITIES

NBSF employees are expected and required to meet acceptable performance standards and conduct themselves in a competent and professional manner during the course of their employment.

A written job description should be provided for each employee position. Employees will be required to review with their immediate supervisor and sign a copy of the job description annually. A copy of the job description shall be placed in the employee's official personnel file.

Employee will be required to sign a form acknowledging they have received the employee handbook which will be placed in the employee's personnel file.

RECRUITMENT

Every effort will be made to employ the most qualified employees available. NBSF will assign employees to positions, departments, levels, or subject fields in which they have certification or are fully qualified.

CRIMINAL HISTORY OF APPLICANTS

All applicants for employment are required to undergo a background check and drug screening prior to employment in accordance with state law. Individuals who refuse to submit to a criminal history review or whose criminal history review reveals they have been convicted of a crime may not be offered employment and/or may be subject to termination; those convicted of a felony will not be offered employment and/or will be terminated. Potential employees are required to provide authorization for the disclosure of any information regarding past criminal activities, including arrests for, convictions of, or having pled no contest to any criminal offense.

EMPLOYEE NOTIFICATION

Teachers or any other NBSF employee shall report any conviction or plea of guilty to any offense, excluding traffic offenses, to the NBSF within forty-eight (48) hours of conviction or plea. Failure to report these matters may be grounds for disciplinary action up to and including termination.

DRUG TESTING

All prospective employees of the NBSF must take and pass a drug test. The drug test shall be at the expense of NBSF. Potential employees who fail the drug test will be denied employment and will not be considered for employment until one year later.

CONDITIONAL OFFER OF EMPLOYMENT

The NBSF may in some cases make a conditional offer of employment, contingent upon the satisfactory completion of pre-employment criteria. Upon approval of the Chief Executive Officer or his/her designee, the applicant will be notified of the offer and the need to complete the employment requirements.

OUTSIDE EMPLOYMENT

An employee may engage in outside employment after work hours, while on vacation or while on leave without pay. The employment or operation of a business shall not interfere with the regular duties of a NBSF employee.

EMPLOYMENT OFFER LETTERS

TEACHERS

School level administrators shall receive offer letters for an 11- month period. Teachers shall receive offer letters for a 10-month period. Termination or renewal of the offer letter shall be governed by the following: needs of the school, school budget and overall performance. All offer are for at-will employment. Offer letters do not constitute contracts for employment.

ADMINISTRATIVE

Network level Administrators shall receive offer letters for a 12-month period. Network personnel who serve schools directly shall receive 10 or 11 month offer letters depending on the service need. Termination or renewal of the offer letters shall be governed by the following: needs of the school, school budget and overall performance.

Personnel who have received administrative offer letters with NBSF are at-will employees. Offer letters do not constitute contracts for employment.

ASSIGNMENTS

POSITION ASSIGNMENTS

School level assignments shall be the responsibility of the school leader or his /her designee. All assignments are subject to approval by the CEO and CAO.

CLASS ASSIGNMENT

School based assignment shall be the responsibility of the principal. All reasonable requests for assignment changes shall be made to the school principal. Principals will review the request and make a decision based on the needs of the school, grade level/content area of certification with primary consideration given to what is in the best interest of student achievement. The teacher will be notified of the decision by the principal and will be given an explanation of the decision if it differs from the request. Teachers will be notified of their class assignments prior to the beginning of the school year.

REASSIGNMENT/TRANSFER

A teacher, principal or any other employee may be reassigned or transferred from one position or grade level to another by the decision of the Chief Executive Officer with a recommendation from the Chief Academic Officer. The intention to transfer will be provided to the employee in writing. A reassignment/transfer is not an automatic right. A reassignment/transfer may only occur upon approval by the Network.

WORK SCHEDULE

Fulltime 12-month administrative staff, eleven and ten-month administrative staff, teaching, and non-academic staff are required to work forty hours per week. Part-time staff members are expected to work the hours stipulated in their employment agreement.

Principals are expected to be in their designated building prior to the arrival of teachers or students. Principals, who leave their building for any purposes other than routine business affairs connected to the school, shall secure prior approval of the absence from the Chief Academic Officer. Principals and administrative staff are expected to remain in the building until all students and teachers have departed.

Teachers are expected to report to work no later than the school's designated hours. Teachers are expected to sign in daily in the front office at a designated area. Teachers who are assigned duty must report to their duty station directly after sign in. Teacher's not assigned to duty must report to their class line up area no later than thirty minutes after arrival. Teachers are required to remain in the building until their students have departed.

All employees shall be required to follow the school calendar and holiday schedule during the school term and to comply with all NBSF policies, regulations and procedures regarding attendance. On occasion, it may be necessary to establish office hours and a work schedule outside the normal school calendar. In such cases, the CEO will do so with the approval of the Board.

The school calendar and general work schedule shall be established by the NBSF and communicated to all employees in writing and/or published on the website prior to the start of each school year. Work hours may vary from school to school.

All employees shall be prompt in attendance and shall remain on duty the entire school

day. Duty schedules shall be set at the discretion of the school administrator and shall be a shared responsibility among NBSF employees. Employees shall be notified in writing of the duty schedule, and shall be notified of any subsequent changes in the duty schedule. Teachers and other school employees are not allowed to leave their job assignments during work hours without the express permission of their immediate supervisor.

It shall be the employee's responsibility to ensure the accuracy of his/her record. It shall be the responsibility of the supervisor approving time and attendance records to verify that all records are accurate, properly signed by each employee, and that all required supporting documentation is attached.

ATTENDANCE

School level employees who know in advance that they will be absent or tardy should inform the Principal or his designee no later than 7:00 a.m. Network level employees should notify his/her supervisor no later than 8:00 a.m. Excessive absence or tardiness may constitute cause for disciplinary action, up to and including termination. More than three (3) unexcused absences or five (5) late arrivals will be considered excessive. Absence or late arrival may be excused upon presentation of appropriate medical documentation. Upon return employees should complete leave slips and submit for approval by the supervisor.

MODIFIED WORK SCHEDULE

Any employee recovering from a work-related disability, and whose recovery is determined by a physician to be to the point where the employee can resume at least partial duties and/or hours of work, may be allowed to return to work on a modified duty schedule. The work schedule and or nature of the work shall be at the discretion of the NBSF CEO.

Every effort will be made to provide reasonable accommodation to an employee based on the employee's circumstances and conditions of employment.

A modified work schedule may continue only until the employee is certified to return to regular work duties.

FAILURE TO RESIGN/REPORT TO WORK

An employee who fails to report to work, or notify his direct supervisor of his inability to do so, for three (3) calendar days will be considered to have abandoned his or her position. This action may result in a recommendation of termination of employment.

EVALUATION

In order to help each individual improve his/her effectiveness in their assigned position the NBSF will conduct performance evaluations of all personnel in its employ. The development, monitoring and maintenance of the effectiveness of the evaluation

program shall be the responsibility of the NBSF CEO and CAO. The goal of the evaluation process is to assess the strengths and weaknesses of the individual and determine the necessary steps needed to help the individual grow professionally.

PERSONEL EVALUATION

Principals will be formally evaluated according to Network and State guidelines. Continued employment will be on the basis of performance, budget and school needs.

Formal teacher evaluations will be conducted twice a year – at mid-year and prior to the end of the school year. Informal evaluations may be conducted at the discretion of the supervisor throughout the year. During the evaluation period, the Principal and/or Assistant Principal will conduct a formal classroom observation. Several informal or unannounced evaluations may be conducted by the Principal and/or Assistant Principal. Formal evaluations will be announced in advance. A copy of the formal evaluation will be provided to each employee, and a meeting to discuss the evaluation results will be held with the Principal and/or Assistant Principal. The Performance Evaluation Rubric and corresponding protocols can be located at www.louisianabelieves.com.

EVALUATION PERFORMANCE GRIEVANCE PROCESS:

- Employee will receive a copy of the evaluation and any documents relating to the results no later than 15 days after the final evaluation rating is determined.
- Employee shall be entitled to provide a written response to the evaluation results, which will become a permanent attachment to the employee's personnel file.
- Employee can request a meeting to discuss the evaluation results after the reevaluation period and prior to the end of the academic year.
- The employee shall be entitled to state a grievance to the CAO if the conflict in question is not resolved between the employee and evaluator.
- Copies of the evaluation results and any documentation related thereto of any school employee may be retained and are confidential and do not constitute a public record and shall not be released or shown to any person except as provided by law.

EMPLOYEE COMPLAINT PROCEDURE

The NBSF believes it is in the best interest of the Network to make an attempt to resolve conflicts and complaints amicably. Only complaints or replies to complaints regarding significant matters, that is, matters that impact terms and conditions of employment, need be in writing. Formal written complaints should be submitted only if verbal efforts to resolve the matter have been unsuccessful. Employees who submit a complaint under this procedure will not be subject to any type of harassment or reprisal.

This policy sets forth the procedures followed when a conflict or a complaint of misconduct arises. Misconduct includes any violation of rules that are set forth in the employee handbook or any other acts or omissions that are deemed detrimental to the Network.

- Any employee with a complaint relating to his/her condition of employment should first attempt to resolve the matter with his/her immediate supervisor.

- If the employee feels that the matter has not been satisfactorily resolved, the employee may discuss the complaint with the next level supervisor, who will consider the matter and provide a response within 48 hours excluding weekends and holidays.
- If the complainant is not satisfied with the Principal's response, he/ she may forward a written complaint to the Chief Academic Officer (CAO) or his/her designee for consideration. The complaint should include a detailed explanation and request for remedy. It is within the sole discretion of the CAO or his/her designee to determine whether the complaint will be further considered at a hearing by the Board or a designated subcommittee thereof. The complainant and others concerned may be asked to attend a hearing of the matter and to provide additional information for the purpose of resolving the complaint. (Note: While employees are encouraged to utilize these procedures, they are not intended to create any contract between the Charter Network and any employee concerning the procedures that will be followed in handling employee concerns.)

The following shall be the procedure to file a grievance:

Step 1

The complainant requests a meeting to discuss concerns or complaints with his/her immediate supervisor.

When an employee has a complaint, he/she should do so verbally or in writing to his/her immediate supervisor. Supervisors are encouraged to make every effort to resolve the concern or complaint at the school or departmental level and should discuss the matter until a satisfactory resolution is reached.

Step 2

If a satisfactory resolution of the concern or complaint is not achieved at the first meeting, the employee can schedule a meeting with the Chief Academic Officer. A meeting will be scheduled with the employee and his immediate supervisor in an effort to resolve the complaint or concern. A decision by the CAO will be issued not later than three (3) days excluding holidays and weekends following the meeting.

Step 3

If the outcome of the second meeting is unsatisfactory, the employee may appeal in writing the decision to the Human Resources Department. A meeting will be scheduled in an attempt to resolve the problem. A decision will be issued no later than 5 (five) days excluding weekends and holidays after the conference.

Step 4

If the outcome is unsatisfactory after meeting 3, the employee can appeal to the Chief Executive Officer. The appeal should be made within three (3) days of the decision. The Chief Executive Officer will conduct a record review of the concern or complaint and may also request supporting documentation prior to making a decision. He/she may also hold a meeting in an attempt to resolve the concern. A decision will be issued no later than 2 days excluding weekends and holidays after the meeting. All decisions by the Chief Executive Officer will be final.

Employees will not be subject to harassment, discrimination or otherwise adversely affected by the grievance procedure. The grievance process will terminate if the employee accepts a decision at any level, fails to file a complaint in a timely manner or if the employee indicates in writing his/her desire to terminate the complaint. The decision of the CEO or his/her designated representative shall be final.

If the complaint or concern is in regards to suspected child abuse, as outlined in this handbook, it is the policy of NBSF that employees with knowledge or suspicion are required to report allegations to child protection or law enforcement authorities.

DISCIPLINE

All staff is expected to behave in a professional manner that sets an example for students.

The NBSF may suspend any person in its employment when the NBSF Chief Executive Officer has reason to believe that it is in the best interests of the Network.

Employees may also be suspended in cases where there is a concern for the welfare and safety of others on the school premises. Such suspensions may result in suspension with or without pay, a reduction in salary or a demotion, depending on the seriousness of the offense.

CORPORAL PUNISHMENT

Corporal punishment is strictly forbidden. Slapping, spanking, pinching, hitting, or physical force to correct student behavior is strictly prohibited. NBSF expects staff to command respect by being respectful and by correcting students in a respectful manner. Staff members are expected to seek the necessary resources to correct student behavior, when it is beyond their ability to take corrective action. Use of corporal punishment may be grounds for discipline up to and including immediate termination.

INCIDENT REPORTS

When an incident occurs at the school level, staff members are expected to file a report for each separate incident. Incidents to be reported, but not limited to those listed are:

Injuries to students, faculty or staff, any incident involving the police, and inappropriate behavior by parents. Inappropriate behavior by anyone in the building, including teachers, administrators, custodians or cafeteria workers should also be reported.

Violations of policies regarding conduct with students may result in disciplinary action, up to and including dismissal.

WORKPLACE VIOLENCE

It shall be the policy of the NBSF that any act of threat or violence against another person's life, health, well-being, family or property is unacceptable and cause for immediate termination. Furthermore, this policy applies to act of violence made on school property, at school events or under other circumstances that may adversely affect the school.

TERMINATION OF EMPLOYMENT

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation—voluntary employment termination initiated by an employee.
- Termination— involuntary employment termination initiated by New Beginnings Schools Foundation.

Termination from the NBSF may occur for conditions such as including but not limited to, conduct seriously prejudicial to the School or the Charter School Network, excessive or unexcused absenteeism or tardiness, fighting, misrepresentation of facts, insubordination, theft, neglect of duty, inefficiency, incompetence, unsafe actions, property damage or misuse, falsifying records, concealing improper actions or serious violations of the policies set forth herein.

In cases where it is necessary to reduce or eliminate positions at the school level, the following shall be considered: Significant decline in enrollment, the school budget, performance rating and area of certification, loss of federal or state funds, need for academic or facility restructuring, compliance with state or federal law, and/or the discontinuance of special programs or positions. All decisions regarding position elimination shall be made by the NBSF Chief Executive Officer with input from principals. Employees shall be notified in writing of any terminations or position elimination. Employees will be given an opportunity to request in writing, a review of such action and the results of such action.

Employees occupying positions which are scheduled for elimination, and who are in good standing within the NBSF, will be given first consideration should a new position arise.

If you wish to resign, we ask that you notify your supervisor of your anticipated departure date at least two weeks in advance. Of course, as much notice as possible is appreciated by New Beginnings Schools Foundation and your co-workers. This notice should be in the form of a written statement provided to the Executive Director of Human Resources and your immediate supervisor. If you fail to report to work for three consecutive days without informing administration of the planned absence, we will assume that you have voluntarily resigned.

Unused personal time and sick leave time is not paid upon termination. In the case of termination, any vacation or personal/sick time used in excess of accrued time will be deducted from your final paycheck. In the case of termination or resignation, employees who receive annual leave will receive payment for up to 300 hours of accumulated, unused vacation leave in the final paycheck.

Furthermore, any outstanding financial obligations owed to New Beginnings Schools Foundation will also be deducted from your final paycheck. If your final check does not sufficiently cover the money owed to New Beginnings Schools Foundation, you will remain liable for that amount. Acknowledgment of receipt of the handbook is an acknowledgment of your understanding of and agreement to this policy.

A meeting between you and your immediate supervisor or Executive Director of Human Resources will take place prior to your last day of work. A health insurance extension of benefits under COBRA regulations is available and is offered via mail to eligible employees. Keys, NBSF equipment and building passes must be returned at this time, along with all other NBSF property and confidential information. If you leave New Beginnings Schools Foundation in good standing, you may be considered for re-employment. Except as required by law or by separate agreement, employee salary will end on the date of termination and benefits will end the last day of the month.

Upon resigning from New Beginnings Schools Foundation, please continue to provide us with an accurate address for at least one year for tax purposes.

EXIT PROCESS/INTERVIEW

EMPLOYEE'S RESPONSIBILITY

Employees who resign or retire from NBSF are expected to adhere to the following:

- It is the responsibility of the employee to provide his/her supervisor written notice of his/her intent to resign or retire from his employment. To the extent possible, he/she should provide a two-week notification, except in the case of an emergency, where a reasonable notice under the particular circumstances would suffice.
- Schedule an exit interview with his/her supervisor or the Executive Director of Human Resources.
- Inform the supervisor of any ongoing or existing projects that need completion.

- Turn in all Network equipment.

SUPERVISOR'S RESPONSIBILITY:

- Complete an exit interview.
- Notify Human Resources within 24 hours of separation.
- Verify all equipment has been returned (computers, cell phones, teacher's manuals etc.).
- Notify the appropriate personnel to delete passwords.

TERMINATIONS/REDUCTION IN FORCE

- Supervisor schedules an exit interview.
- Collects all network equipment.
- Notifies the appropriate personnel to delete/delimit passwords

Section IV: COMPENSATION AND BENEFITS

NBSF employees are offered a regular forty-hour work week as well as a generous benefit package which includes the following: medical, dental, vision, life insurance, long-term disability, accidental death and dismemberment coverage, paid holidays, and vacation/sick leave. Additional benefits plans may be added periodically throughout the year.

INSURANCE

Employees who wish to enroll in available insurance plans must do so within the first 30 days of eligible employment. For academic employees on a 10-month appointment, insurance premium payments will be adjusted to remit payment for 12 months of coverage. Employees may elect to change coverage during the yearly open-enrollment period.

New Beginnings Schools Foundation provides group health, dental and vision insurance plans to all active employees who are normally scheduled to work 30 or more hours per week. Details concerning available plans, level of coverage and premium costs are in the benefit information provided during new hire orientation or available from Human Resources.

Insurance coverage begins on the first day of the month following the first full month of employment from the date of hire. All necessary enrollment forms must be completed by the employee before this date. Current part-time employees who become full-time employees will be notified by Human Resources when they are eligible to enroll.

As a result of termination, a reduction in work hours or in the event that an employee goes on military leave or takes another extended leave of absence, an employee may be eligible to continue New Beginnings Schools Foundation's group coverage by paying the monthly premium. More information will be provided when an employee becomes eligible for continuation coverage.

Employees are urged to consult the insurance summary plan description for details of the plan benefits. The plan document controls payment of any benefits.

Group insurance is an employee benefit in which an employee is not required to enroll. There will be no increase in wages if an employee waives coverage. For inquiries, contact the Human Resources department.

PAYROLL PROCEDURES

Salaries and wage payments are processed through the NBSF Finance Office. Payroll deductions required, for Federal and State tax withholdings laws, Medicare, retirement contributions, garnishments and child support, as well as employee authorized deductions for health and life insurance premiums, are administered through the Finance Office.

Employees are paid on a semi-monthly basis, on the 15th and the last day of each month. All payroll checks are deposited directly into the employee's account. Employees are required to complete a direct deposit authorization form at the time of hire.

Direct deposits in third party accounts are prohibited. This includes any account where the employee is not named on the account. Exceptions may be made by the NBSF for deposits to a dependent's account or to the account of a parent/guardian when the employee is a dependent of the parent/guardian. Such deposits may require documentation to prove the relationship exists.

TUITION REIMBURSEMENT

Fulltime employees, in good standing, that have completed one year of service, may be reimbursed up to 9 course hours per year (3 hours per semester-Fall, Spring, Summer) for *coursework* related to their current degree program or advancement in the same field in the amount of up to \$737 per semester. Employees must earn a "C" or better to be eligible for reimbursement. More detailed information can be obtained from the Financial Services Office.

PROFESSIONAL DEVELOPMENT

Full time employees, in good standing, are eligible to participate in professional development activities to enhance their knowledge and skills. NBSF will remit payment for local and national conferences, courses, etc. up to defined maximums. More detailed information can be obtained from the Chief Academic Officer.

Section V: EMPLOYEE LEAVES

SICK LEAVE

Sick leave is granted to an employee who is unable to perform his/her duties because of personal illness, medical consultation, childbirth or other emergencies without loss of pay relative to the employee's available sick leave balance. Written confirmation from a certified licensed physician is required for sick leave of more than 3 consecutive

operational days.

If an employee is absent from work for which he/she is not entitled to time off, the employee shall be in violation of NBSF policy, and is not entitled to be paid for the days of unauthorized absence for non-performance of duties.

Employees hired on a 10-month, academic appointment will be advanced 4 days sick leave at the beginning of their employment, with the remaining 4 days awarded in January. Sick leave will be prorated for employees who do not begin at the beginning of the school year. Employees on academic appointment do not accrue sick leave during the months of June and July.

Sick leave is earned on a proportionate basis by regular 12-month employees employed at greater than 50% of full-time. Employees serving under temporary, restricted or intermittent appointments do not earn sick leave. Sick leave not used shall be allowed to accumulate to the credit of the employee without limitation.

ABUSE OF LEAVE

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

An employee may be required to furnish a written statement from a licensed physician if there is a reason to suspect abuse of sick leave.

DOCUMENTATION OF ABSENCES

A written certification from a licensed physician is required for sick leave of more than 3 consecutive operational days. This written certification must be provided upon the employee's return to work or immediately thereafter.

FAMILY MEDICAL LEAVE

The NBSF shall provide benefits required under the Family Medical Leave Act of 1993 (FMLA) to all eligible employees. Employees may receive up to twelve (12) weeks of leave for certain family and medical reasons. FMLA leaves shall be unpaid unless the employee has accrued sick leave.

ELIGIBILITY

The employee must have:

- Worked for the NBSF for a minimum of twelve (12) months, which should be continuous or served immediately prior to taking the leave.
- And worked for NBSF at least 1250 hours during the twelve (12) month period immediately preceding the leave.

The leave begins on the date the employee takes the first FMLA day. The employee is eligible for the leave again after the completion of the next 12 months of employment preceding the leave. For example, if the employee leave begins on October 1, the period ends September 30. One year after September 30, the employee is eligible again.

PURPOSE OF LEAVE

- Birth of a child and to care for a newborn.
- Adoption of a child or taking care of a foster child.
- Care of a spouse, child or parent with a serious health condition.
- A serious health condition that makes the employee unable to perform the essential functions of his/her job.
- Care for serious injury or illness of a current service member or veteran

SERIOUS HEALTH CONDITION

- An illness, injury, impairment or physical or mental condition that involves one of the following a:
 1. Hospital care: Care that requires overnight stay in a hospital, hospice or residential medical care facility. (i.e. inability to work, attend school or perform regular daily activities due to a serious health condition.
 2. A family member's serious health condition, which includes a period of incapacity of more than (3) consecutive calendar days.
 3. Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
 4. Chronic health condition that requires treatment or recuperation.

Employees are required to provide their supervisor and the Human Resources Department with 30-day advance notice except in an extreme emergency. Medical certification supporting the need for leave may be required. Failure to provide documentation may result in unauthorized leave.

If the employee is on paid FMLA, health insurance coverage shall be maintained at the same level provided under the NBSF group plan. Arrangements to continue health insurance must be made in advance through the Human Resources office.

MATERNITY LEAVE

When an employee becomes pregnant, she will be eligible for maternity leave (leave without pay). The employee will be given the option of maternity leave or using accumulated sick or annual leave for the duration of the pregnancy.

Notification of the need for maternity leave should be made at least 30 days prior to the beginning of the date of leave, except in emergency situations. The employee shall be required to submit documentation from a licensed physician verifying the stage of pregnancy and the expected dates of disability due to pregnancy.

Maternity leave of absence (leave without pay) may be granted to regularly employed women for a reasonable time before and after childbirth for a maximum of 12 weeks.

ANNUAL LEAVE

All twelve-month full-time employees of the New Beginning School Foundation NBSF shall earn annual leave.

Annual leave is leave granted with pay to full-time employees for the purpose of rehabilitation, restoration, and maintenance of work efficiency or transaction of personal affairs. Vacation leave must be requested in advance in writing and must be approved by the supervisor before being used. The prior requirement may be waived in an emergency.

Annual leave requests in excess of eighty (80) hours for any one continuous period of time shall be subject to administrative approval of the NBSF Chief Executive Officer and/or his/her designee prior to the beginning date of the annual leave period.

Temporary, restricted, or intermittent employees are not eligible for annual leave. Upon termination, resignation or retirement, any unused annual leave up to 300 hours shall be paid at the employee's regular rate of pay. Payment shall be made to the employee or his/her heirs on or before the next regular payday for the pay cycle during which the employee was working at the time of separation or no later than fifteen (15) days following the date of separation, whichever occurs first.

LEAVE ACCRUAL

Twelve-month employees earn both sick and annual leave. Eleven and Ten (10) month full time employees earn sick leave and paid time off (PTO). Eleven and Ten (10) month full time employees earn two PTO days per academic year. PTO accrual is prorated (one per semester) according to the employee's start date if it is later than the beginning of the academic year. Accrued PTO is available for immediate use and must be used in the academic year which it is earned. PTO time does not roll over to the next academic year.

Use and Administration of PTO

New Beginnings Schools Foundation encourages employees to use their PTO responsibly and requires employees to request the use of PTO time a minimum of 10 work days in advance. Every time-off request will be evaluated and subject to approval depending on staffing needs at the time.

Types of Non-PTO Leave

Situations that require time off such as jury duty, bereavement and workers' compensation will not be charged against your accrued PTO. Note: See separate procedures on those topics to address these situations.

PTO Tracking

New Beginnings Schools Foundation has an automated PTO tracking system to keep a record of your accrued PTO balance. The amount of PTO time accrued, used and available will be itemized on your paycheck stub semi-monthly for your records.

Use of Leave

Employees are required to submit a Leave Request Form to their immediate supervisor in order to request leave. A copy of the Leave Request Form is located on the New Beginnings website at www.newbeginningsnola.net.

Leave accrual for twelve month employees is effective on the first working day of the month; the leave accrual shall be based on one (1) full month of service. Employees must be in a paid status for the full month in order to receive a full month's accrual; employees in a paid status for one-half (1/2) of a month or more will receive one-half (1/2) of the accrual, and employees in a paid status for less than one-half (1/2) of a month will receive no accrual.

TERMINAL PAYMENTS

Terminal payments of leave shall not exceed an amount representing a maximum of 300 hours of unused vacation hours. A maximum of 200 hours of unused sick leave shall be paid upon retirement or death.

MILITARY LEAVE/ACTIVE DUTY

Employees of the NBSF will be allowed to take leave without pay in accordance with applicable law, if the employee is inducted into or enlists in the Armed Forces of the United States. The leave shall be for the period dating from his/her induction, enlistment, enrollment, or call to service as long as he/she is a fulltime employee. Such leave shall not affect his/her rights acquired prior thereto.

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

RESERVE, NATIONAL GUARD, OR SIMILAR DUTY

All employees of NBSF, who are members of the Officers' Reserve Corps of the Army of the United States, the National Guard of the United States, the Naval Reserve Corps, the Marine Corps Reserve, the Air Force Reserve, the Citizens' Military Training Corps or the Civil Air Patrol, either as officers or enlisted persons, are entitled to a leave of absence without loss of pay, time, annual leave, or efficiency rating, on all days which they are ordered to duty with troops, or at field experiences, or for instruction, not to exceed fifteen (15) days in any one calendar year; and when relieved from duty, are to be

restored to the positions held by them when ordered to duty. It is expected that all employees shall make every possible effort to schedule such military leaves during vacation periods.

BEREAVEMENT LEAVE

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

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

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

JURY DUTY OR SUBPOENAS

Employees shall be granted leave when called to serve jury duty or are subpoenaed or serve as a witness in a court proceeding, including depositions. Leave will be granted for the period of time required to serve such jury duty without loss of sick, emergency, personal leave or annual leave.

Employee's sick or annual leave will be charged for legal matters that are not in connection with the employee's official duties.

Employees will be required to submit a jury duty attendance slip to his/her school timekeeper immediately upon returning from jury duty. Employees will receive his/her regular salary while serving as a juror.

LEAVE WITHOUT PAY

An employee of the NBSF may be placed on leave without pay for any absence from duty during the employee's assigned work schedule by NBSF. If this leave is not connected to a disciplinary action, it shall be granted if:

- a. Requested in writing 30 days calendar in advance; in case of an emergency notice should be given as soon as possible.
- b. If for medical purposes documentation from a licensed Physician within 15 days of request.
- c. Sick or annual leave will not accumulate while on leave.

- d. Employees may continue group insurance programs for a maximum of one year.
- e. NBSF will not make insurance contributions, unless leave without pay is granted for the birth or adoption of a child or care of a child, or spouse, or parent with a serious health condition, or care for yourself due to a serious health condition. Arrangements to continue insurance coverage must be made in advance through the Human Resources office. Employees on leave without pay status do not receive holiday pay.

HOLIDAYS

The NBSF holiday schedule is intended to serve the operational needs of the Charter Schools Network. Employees on student intermittent or temporary appointments and those on part-time appointments of less than 20 hours per week are not eligible for holiday compensation.

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

RETIREMENT

Retirement is offered through the Teachers Retirement System of Louisiana (TRSL). Employees previously enrolled in the TRSL optional retirement plan are required to continue participation in this plan. Additional information regarding retirement benefits can be found on the Teachers Retirement System of Louisiana Website: www.trsl.org.

Employees, who wish to retire, should notify NSBF at least (30) days in writing prior to the date of anticipated retirement.

DISABILITY RETIREMENT

An employee who becomes disabled, and who files for disability benefits while in service, and who upon proper medical examination and certification is found to be totally disabled for any cause, shall be entitled to disability benefits under the provisions of state law, provided that the disability was incurred while the member was in active service. Upon the application of an employee or of the NBSF, any employee who is eligible to apply for disability retirement shall contact the Louisiana Teachers Retirement System to determine eligibility.

WORKERS' COMPENSATION

Employees are covered through the Louisiana Workers Compensation Insurance Program while performing his/her job responsibilities. If an injury occurs in the course of his/her official responsibilities, he/she may be eligible for compensation and reimbursement of medical bills incurred due to the injury.

NOTIFICATION OF INJURY

It is the responsibility of the employee to immediately report all injuries or accidents sustained while on the job to his/her supervisor. Notification should occur prior to seeking medical attention, unless considered a medical emergency. In this case, notice may be made by anyone on behalf of the injured employee. The employee or their supervisor must immediately notify Human Resources of any injury or accident sustained while on the job. Failure to report an injury is rounds up to and including termination.

SUPERVISOR'S RESPONSIBILITY

It is the responsibility of the supervisor to immediately notify the Human Resources Department when an employee is injured. The following is required:

- Information as to whether the employee requires medical attention.
- Whether the employee will be able to return to work, complete the Employer's report of Occupational injury/illness forms (LWC-Wc-1007 Form-Louisiana Workforce Commission.
- Workers Compensation Form 1007, which shall be signed by the supervisor within three days the form shall be signed and dated by the supervisor.
- Conduct an accident investigation.
- Complete an investigation form and submit to the Human Resources Department within 2 days.

BENEFITS

Employees are entitled to applicable workers compensation benefits in accordance with State law. Benefits are generally paid in accordance with the following:

- Benefits do not begin until an employee has been disabled for more than one week (7 days). If the injury requires the employee to be absent for more than six (6) weeks, he/she is entitled to receive wage benefits for the first week of disability.
- Central office personnel on workers compensation are required to use sick or annual leave if available. When the workers compensation indemnity check is received by the Human Resources Department, it shall be endorsed by the employee for recrediting of leave. When leave is exhausted the employee shall begin to receive only the workers compensation indemnity check.
- School based personnel on workers compensation are entitled to receive his/her workers compensation benefits provided under the State workers compensation laws. The total amount of combined benefits received shall not exceed the total amount of regular salary for the employee.

- Sick leave may be used to supplement the employee's salary but only up to 100% of the employee's regular salary.
- Medical bills incurred as a result of workers compensation covered injury shall be submitted to the Human Resources Department in a timely manner. Bills are then forwarded for payment.
- In an effort to reduce expenses to the taxpayers of Louisiana and NBSF, NBSF will work to return workers who suffer a job related injury or illness back to gainful employment as soon as it is medically possible.

Section VI: WORKING CONDITIONS

It is the policy of the NBSF to maintain an environment free from discriminatory practice, harassment (including sexual harassment) and retaliation.

SEXUAL HARRASSMENT

All forms of sexual harassment are prohibited. Any unwelcomed sexual advances, touching and contact, unwelcomed exposure, request for sexual favors, physical or verbal conduct of a sexual nature, vulgar or obscene statements or photographs, drawing, jokes, or comments are prohibited, and will not be tolerated by the NBSF. Violation of this policy shall result in disciplinary action.

HARRASSMENT

The NBSF will not tolerate harassment of employees, discrimination against employees, or any act prohibited by law. Further no employee shall be harassed based on race, creed, sex, color, religion, natural origin, marital status, sexual orientation, mental or physical disability, or age.

Employees who feel they have been harassed shall have the right and responsibility to report the incident to the Human Resources Director or designee in the Network office. The contact number for Human Resources is 504-280-2310. The employee shall also have the right to report the incident to the supervisor's immediate supervisor if he/she be the harasser.

The Human Resource Director will investigate the reported harassment. If a violation of policy has been determined to have occurred, steps will be taken to promptly correct the situation.

The individual involved in the complaint will be notified in writing of the results of the investigation and the action taken.

Employees who engage in harassment will be subject to corrective action or termination as deemed necessary. It is the Policy of the NBSF that no employee will be subject to any retaliation for making a complaint.

ALCOHOL AND DRUG-FREE WORKPLACE

Employees of NBSF are prohibited from using alcohol, illegal drugs or designer (synthetic) drugs while in the performance of official duties. Employees are also prohibited from the dispensation, distribution, manufacture, or sale of a controlled substance or illegal uses of a controlled substance at the work site or while on official business.

To ensure a drug/alcohol free work place the NBSF will randomly test for drug/alcohol abuse if there is reasonable reason to suspect abuse.

All potential employees are required to submit to a pre-employment drug test at the time and place designated by NBSF. All job offers are contingent upon satisfactory drug test results. Employees who test positive for drugs will be denied employment and may not reapply for one full year.

The use of prescription drugs are allowed only if used by the person for whom it is prescribed. Use by other than that person is illegal and may result in disciplinary action or termination. Use other the quantity prescribed is deemed illegal.

All employee drug/alcohol test or information is confidential and will not be disclosed to the public.

TOBACCO USE

All properties of the NBSF are smoke free. Use of tobacco products are prohibited at all times. Use of tobacco products are further prohibited at all school-sponsored functions, in bathrooms and any other enclosed rooms within the building. Smoking is also prohibited within (40) feet of the entrance of any NBSF building.

DANGEROUS WEAPONS

Dangerous weapons such as firearms, knives, explosives or any object/instrument that can be used as a weapon or that may be intended or likely to produce bodily harm are prohibited in all NBSF buildings or at any school sponsored events. NBSF staff, including school staff members that violate this policy will face disciplinary action or possible termination. Parents or visitors who violate this policy will be reported to the Chief Operating Officer and the police. Students who violate this policy, will be reported to the Principal and may face suspension as per the Student Code of Conduct.

INSPECTIONS AND SEARCHES

Employees of NBSF shall agree to and cooperate with inspections by NBSF staff members when deemed necessary. Desks, lockers and personal property can be inspected when there is reasonable cause for concern, with or without notice.

SECURITY

Employees of the NBSF are responsible to secure and properly maintain Network property. Employees who are assigned keys, given special access or assigned job responsibilities in connection with the safety, security, or confidentiality of records, material, equipment or items of monetary or business value shall be required to use sound judgment and discretion in performing their duties, and shall be held accountable for any wrongdoing or acts of indiscretion.

PERSONAL PROPERTY ON BUSINESS PREMISES

Personal property brought on the premises of the NBSF will be the responsibility of its owner. NBSF will not assume responsibility for the loss or damage to personal property.

TRANSPORTATION

Faculty and staff members are prohibited from transporting students in their personal vehicles. Parents and students are expected to arrange for their own transportation, unless provided for by the school using an authorized transportation vendor.

STAFF-STUDENT RELATIONS

Employees and volunteers are prohibited from being alone with any student, regardless of age or gender, behind a closed door or in any other isolated location. When a situation arises that calls for an employee to be alone with a student, it is the employee's responsibility to move to an open location, or to seat him/herself and the student where they are completely visible to passersby. Teachers and students must be visible through the doorway or door window of any classroom. It is also policy, that classroom doors remain unlocked when occupied. Employees shall maintain a professional relationship with students at all times, both inside and outside of school. Inappropriate conduct with a student at any time, including dating, other romantic involvement, or any conduct of a sexual nature is strictly prohibited. This includes any action of conduct communicated or performed in person, in writing, or electronically through such means as a telephone, cell phone, computer, social media sites other telecommunication device, and includes text messaging and instant messaging.

If at any time an employee suspects another employee of inappropriate involvement with a student, he/she shall report this information to the NBSF Chief Executive Officer or his/her designee. Any employee who is inappropriately involved with a student or who fails to inform the NBSF Chief Executive Officer or designee of a suspected inappropriate relationship between another employee and a student may be subject to disciplinary action, up to and including dismissal.

DRESS CODE

Employees of the NBSF are required and expected to report to work in appropriate professional attire at all times.

The following items of clothing are not permitted and should not be worn:

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

Exceptions: Administrators and supervisors shall have the discretion to determine appropriate attire for personnel in certain subjects (physical education, vocational/technical, special education, etc.) or for certain medical necessities.

Section VII: OPERATIONAL POLICIES AND PROCEDURES

AUTHORIZED USE OF EQUIPMENT

Employees are not authorized to use property belonging to NBSF for private purposes. All equipment should be utilized in the education of students and operation of the schools. Employees are responsible for property issued to them and for the care, including cleaning and maintenance of said property. Employees are not allowed to lend or allow its use by any unauthorized persons.

Theft, loss or damage of equipment should be reported immediately to the employee’s supervisor. Employees may be required to reimburse the NBSF for property loss or damage due to neglect.

USE OF CELLPHONES, IPADS, AND OTHER NOTEBOOK DEVICES

The use of cell phones or other electronic telecommunication devices is prohibited during instructional time or while on duty or in the presence of students, except in an

emergency.

Cell phone use is allowed under the following guidelines:

1. During non-instructional times.
2. Out of sight of students.
3. Not in hallways, cafeteria or playground areas.
4. Phones should be set on silent.
5. Should be used only in an emergency when the employee must be contacted immediately. In such case, the principal/supervisor should be informed.
6. Phones should be out of sight at all times.

Employees are subject to corrective action for violation of this policy.

ELECTRONIC COMMUNICATIONS BETWEEN EMPLOYEES AND STUDENTS

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

Students are not allowed to use cell phones in school buildings. Students violating this policy shall have their phones confiscated and sent to the principal's office. Return of the phone will be determined by the principal. Student phones should be turned off while in the school building,

INAPPROPRIATE COMMUNICATIONS

Employees are expected to maintain appropriate communications with students at all times. Any improper use of communications devices, use of social media, i.e. Facebook, inappropriate text messages or inappropriate e-mail messages is prohibited. Violations of the policy may result in disciplinary action or possible termination.

In the event a staff member receives an inappropriate communication from a student or staff member, it is the responsibility of the employee to notify their immediate supervisor promptly.

Upon notification of any violation, the employee's supervisor will conduct a complete investigation. All parties involved will be notified of the result of the investigation in writing.

Violations of this may result in disciplinary action or possible termination.

USE OF COMPUTERS

All computers provided by the NBSF are to be used for purposes of conducting school-related business. Use of computers for illegal, obscene, inappropriate or otherwise unauthorized purposes is strictly prohibited. Employees should have no expectation of privacy with respect to electronic mail or other information accessed by or transmitted on the school's network.

Computers used in the schools shall be used solely for instructional purposes or conducting NBSF business. Internet use to sites other than instructional is prohibited. Visits to pornographic or offensive websites are prohibited. Violation of this policy will result in disciplinary action or possible termination. NBSF provides computer and communication systems to support the business activities of New Beginning Schools Foundation. These systems may include, but is not limited to: PC's, software, telephone, voicemail and electronic mail systems, all centralized computer equipment, networks, and access to the Internet. Each user is personally responsible to ensure that these guidelines are followed. No employee of New Beginnings Schools Foundation should use any computers or communications systems for any non-school related business. All data in the computer and communication systems (including, but not limited to, documents, and other electronic files, email and recorded voicemail messages) is the property of New Beginnings Schools Foundation. NBSF may inspect and monitor such data at any time. New Beginnings Schools Foundation may also monitor usage of the Internet by employees, including reviewing a list of sites accessed by an individual. No individual should have any expectation of privacy for electronic communications or account information in the system at New Beginnings Schools Foundation, including, but not limited to, documents, emails or messages marked "private," which may be inaccessible to most users but remain available to New Beginnings Schools Foundation. The deletion of a document or message may not prevent New Beginnings Schools Foundation from having access to the item or completely eliminate the item from the system. Likewise, no individual should have any expectation of privacy in terms of his or her usage of the Internet. In addition, New Beginnings Schools Foundation may restrict access to certain sites that it deems are not necessary for business purposes. The New Beginnings Schools Foundation computer and communication systems may not be used to create, transmit, access, receive, print, download or solicit material that is illegal, unauthorized, inappropriate, derogatory, obscene, sexually explicit or offensive, such as slurs, epithets, or anything that may be construed as harassment or disparagement based on race, color, national origin, citizenship, sex, sexual orientation, disability, age or religious or political beliefs. For example, the display or transmission of sexually explicit images, messages, jokes and cartoons is not allowed. Similarly, the computer or telephone systems may not be used to lobby, solicit or proselytize others for commercial purposes, causes, outside organizations, chain messages or other non-job related purposes. Likewise, employees should not download or disseminate copyrighted material, load or execute unlicensed software on the computers or conduct any other activity in violation of applicable law or regulations. Employees are prohibited from intentionally disrupting the network, destructing or altering information, unauthorized interference with private information, and provision of access to unauthorized persons. Employees assume all risks associated with using the network, including indemnification of the school if it is sued for damage caused by the employee's actions

on or through the network. Employees should notify their immediate supervisor, or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment. New Beginnings Schools Foundation has no duty to inform any employee of changes to this policy.

SOCIAL MEDIA: BLOGS, WEBPAGES, AND SOCIAL NETWORKING SITES

Network loyalty and confidentiality are important, therefore Network employees are encouraged to use caution when making statements that will impair the working relationships, interfere with the performance of duties and negatively affect the public perception of the Network. Confidential or non-public Network information shall not be posted, transmitted or disseminated without written permission by the CEO or his designee. Because communications to the public that undermine confidence in individual New Beginnings Schools Foundations' staff members may make it more difficult to manage and motivate students, faculty should not use blogs, web pages or social networking sites to present information about themselves, colleagues or students that may undercut the reputation of New Beginnings Schools Foundation or that may open anyone associated with New Beginnings Schools Foundation to criticism. Pictures or descriptions of conduct that would subject a teacher to school discipline could be detrimental to that teacher's status as an educator and could negatively impact the academic process of New Beginnings Schools Foundations. Staff members should also consider carefully the impact on New Beginnings Schools Foundation of information presented on a personal blog, website, or social networking site. Although maintaining the blog/website is private conduct, information connecting the writer with New Beginnings Schools Foundation may impact on the writer's own status among colleagues, may be hurtful to colleagues, may be misconstrued by parents, and may become a subject of gossip among students. To the extent that such "blogging" or use of a web site or social networking site impairs a staff member's ability to command respect among colleagues, students and parents it interferes with New Beginnings Schools Foundation's educational mission and must be avoided. Violation of any of these guidelines may result in instant dismissal.

NBSF's logo should not be used without permission. Further, the employee should make it clear that the opinions expressed by the employee are not the opinions of the Network.

SECURITY

Employees who have computers in their charge shall be responsible for the security of those computers in terms of both hardware and software. Computers must be secured so that students acting without the consent or supervision of a teacher or administrator cannot enter the system or the Internet. Employees will be financially responsible for loss, theft, or damage to assigned instructional resources if proper security measures have not been taken pursuant to the Technology Entrustee form and offer letter of employment.

PURCHASING

Staff members must follow the Procurement Policy set forth below as well as the New Beginnings Schools Foundation Financial and Accounting Policies, set forth after the Procurement Policy: Purchase Requests:

All purchase requests must be pre-approved. Requests should be submitted in writing, even if a verbal request is also made. Once written approval is received, the staff member may submit a purchase request on the appropriate finance form.

Getting Reimbursed:

1. Remember to get an itemized receipt. EVERY EXPENSE NEEDS A RECEIPT. The following items are not sufficient documentation: packing slips, online shopping cart print outs, and other items that do not state the amount of the purchase and confirm that the purchase was made. Original receipts, a copy of the receipts, a packing slip for shipped goods, should be stapled to the reimbursement form. Multiple receipts from multiple vendors may be attached to a single Reimbursement Request form. Please keep a copy of the receipt and the reimbursement form for your records. This will protect staff members in case paperwork is misplaced at any point during the process.

2. Fill out a Reimbursement Request Form. Forms are available from the Finance Department. When describing the purchase on the form, staff members should complete the form thoroughly, including the description line, and avoid use of the term “miscellaneous.” The person submitting the form must sign the reimbursement form. Reimbursement Forms should be submitted within one week of purchase, after obtaining school leader or manager approval. Please note: New Beginnings Schools Foundation does not distribute petty cash or cash advances. If a vendor will accept a check, staff members may also request a check (using the Check Request form) for the vendor in advance and thus avoid making an out of pocket purchase, after obtaining school leader or manager approval.

BUDGET AND EXPENSE POLICIES AND PROCEDURES

It is the policy of New Beginnings Schools to reimburse individuals for necessary and reasonable travel and business expenses incurred while conducting official NBSF business. As good stewards of our money, this policy has been created to ensure sound business practices along with timely and accurate reporting of travel and business expenses. Please direct any questions regarding this policy to the Finance Department.

Expense Policies and Procedures for Employees

Receipts for reimbursement of approved travel and business expenses must be received, accompanied by a completed reimbursement form, by the Finance Department preferably within fifteen (15), but no later than thirty (30) days after completion of a trip, the date of an event or the incurrence of a business expense. Any claim for reimbursement submitted more than thirty (30) days after the completion of the trip or event may not be reimbursed, unless an approved reasonable exception has been obtained. A reasonable exception will be decided on a case-by-case basis depending on the facts and circumstances of the situation. The organization reserves the right to withhold reimbursement while it investigates expense report items. The Reimbursement Request Form can be obtained by contacting the Finance Department.

Mileage

Mileage for approved travel will be reimbursed at the IRS standard mileage rate for any meetings or trainings outside of the city of New Orleans. Mileage may be reimbursed for travel to meetings or schools for NBSF business. When traveling outside of the city of New Orleans (ex. Baton Rouge), please carpool with other NBSF employees when possible. Mileage will not be reimbursed for commute from home to work or personal errands in conjunction with NBSF business. A Google Maps printout, or other appropriate documentation, must be submitted for reimbursement. The mileage log can be obtained Finance Department. For current IRS standard mileage rates please visit www.irs.gov, keyword "mileage". Airfare Business travel by air should be planned at least 14 days in advance. Travelers are expected to book the lowest cost coach class fare available. In the event airfare must be purchased less than 14 days prior to travel, written approval must be obtained by the Chief Executive Officer. Employees are expected to select flights based on low-price coupled with timing requirements; they may not take more expensive flights because they personally prefer a specific carrier. Employees using their frequent flyer mileage program are not expected to use their miles for business purposes. Employees are not allowed to use miles to book a flight and turn in reimbursement for the cost of the flight.

Meal Daily Limits

NBSF maintains a table which shows the breakdown for breakfast, lunch, and dinner per diem rates. These rates apply during travel as well as local business meals. Please keep these per diems in mind when making restaurant decisions. The per diem rates differ by location. View the per diem rate chart for your location or primary destination to determine which rates apply. Please see the Finance Department for any questions related to the per diem chart. Also, please note that the New Orleans daily limit, as well as most US cities is \$59. Staff members may not be reimbursed for meals that are classified solely as entertainment.

Lodging

Lodging prices vary for each destination. Please use the NBSF Per Diem Rate Chart for your primary destination to determine which rates apply.

Automobile Rental

Rental Car Travelers may rent a car at their destination if:

- It is less expensive than other modes of transportation such as taxis and airport shuttle.
- Traveler will need transportation on a daily basis to multiple locations. Travelers will be reimbursed for rental expense of economy size vehicle; unless more than 2 people are traveling together. Car must be booked from the least expensive on-site retailer. Reimbursable costs include rental fee, mileage fee, gasoline, tolls, parking fees and insurance charges. Non-reimbursable costs include car repairs, traffic and/or parking fines or violations. Non-reimbursable Expenses

The following are not reimbursable since they are primarily for personal use.

- Alcohol
- Car repair
- Credit card interest charges
- Day-care for children or pets
- Fees for upgrades of air, hotel or auto
- Golfing or green fees
- Golfing cart rental
- Grooming, Nail or Hair Salon expenses
- Headphones on airlines
- Health Club fees • Laundry (unless out of town 5 nights or more)
- Massage
- Medicines
- Movies (either in room or at the theater)
- Personal bar bills
- Personal books, magazines or other entertainment
- Personal travel portion during business trip
- Pet hotel stays or transportation
- Political or charitable contributions
- Sporting events
- Spouses expenses if accompanying NBSF employee on business trip
- Toiletries
- Theater, cinema or opera tickets
- Traffic citations (parking tickets or fines)

WHISTLEBLOWING

Should any staff member know or have a reasonable belief that persons associated with NBSF plan to engage or have engaged in illegal or unethical conduct in connection with the finances or other aspect of NBSF's operations, that person should immediately file a Complaint with the President of the Board of Directors. Staff members may submit Complaints on a confidential, anonymous basis. If the Complaint concerns the President or the complainant is not comfortable reporting to the President, then the complainant should notify the Board of Directors instead. There will be no punishment or other retaliation for filing a Complaint in good faith, or otherwise participating or assisting in a proceeding filed or about to be filed regarding any Complaint. An individual who deliberately or maliciously provides false information may be subject to disciplinary action.

CHILD ABUSE REPORTING

All employees have an obligation to report suspected child abuse and/or neglect. The NBSF will report all instances of child abuse and/or neglect in accordance with appropriate State and local laws and regulations. Therefore, the NBSF directs that all school personnel be informed of their responsibilities under law as mandatory reporters when performing their occupational duties.

DEFINITIONS

Child abuse is defined as the non-accidental physical, sexual or emotional injuring of a child less than eighteen (18) years of age.

Abuse means any one of the following acts which seriously endangers the physical, mental, or emotional health of the child:

- (a) The attempted act of physical or mental injury upon the child by a parent or any other person.
- (b) Failure to fulfill a child's physical and/or emotional needs or the exploitation of a child by the parent or any other person.
- (c) Exposure to or the involvement of the child in any sexual act with a parent or any other person. The parent or caretaker's allowance of the child's sexual involvement with any other person or the child's involvement in pornographic displays, or any other involvement of a child in sexual activity constituting a crime under the laws of this State.
- (d) Neglect or willful failure to provide the child with necessary food, clothing, shelter, care or treatment.

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

An employee who reasonably suspects that a child is being abused or neglected must report their suspicions immediately.

PROCEDURE FOR REPORTING CHILD ABUSE/NEGLECT

1. Report made to the Office of Child Services or the Child Abuse Unit of the New Orleans Police Department.
2. A verbal notification made to the Principal or Assistant Principal immediately of the suspected abuse immediately and that a report has been made.
3. The Principal shall verbally notify the CEO of the suspected abuse

immediately.

4. A written report submitted to the Principal within 48 hours (2 days).

The report shall contain the following information, if known:

- a) The name, address, age, sex, and race of the child.
- b) The nature, extent, and cause of the child's injuries or endangered condition, including any previous known or suspected abuse to this child or the child's siblings.
- c) The name and address of the child's parent(s) or other caretaker.
- d) The names and all the ages of all other members of the child's household.
- e) The name and address of the reporter.
- f) An account of how this child came to the reporter's attention.
- g) Any explanation of the cause of the child's injury or condition offered by the child, the caretaker, or any other person.
- h) The number of times the reporter has filed a report on the child or the child's siblings.
- i) Any other information which the reporter believes might be important or relevant.
- j) The report shall also name the person or persons who are believed to have caused or contributed to the child's condition, if known, and the report shall contain the name of such person if he/she is named by the child.

ALLEGATION AGAINST SCHOOL EMPLOYEES OR VOLUNTEERS

Corporal punishment is strictly forbidden. This includes any type of spanking, slapping, pinching, hitting or physical force used to correct student behavior. The Principal shall notify the Human Resource Department of any impermissible corporal punishment and initiate an investigation to determine the validity of the allegation. If the offender is a central office employee, or principal, the immediate supervisor shall initiate an investigation through the same process. Until the matter is resolved, the person named in the allegation shall be removed from all activities involving direct contact with the student.

ALLEGATIONS OF SEXUAL OFFENSES

Any employee who receives information from a student concerning the possible commission of a sexual offense shall immediately inform the NBSF Chief Executive Officer and/or his/her designee. The NBSF Chief Executive Officer shall be required to notify the local law enforcement agency of any allegation made by a student of the commission of a sexual offense. Notification shall be made by the NBSF Chief Executive Officer or his/her designee within twenty-four (24) hours of the time of the student's notification.

CONFIDENTIALITY

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

IMMUNITY FROM LIABILITY

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

LIABILITY

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