TERREBONNE PARISH COUNCIL POLICY, PROCEDURE, AND LEGAL COMMITTEE

Ms. Jessica Domangue Chairwoman
Mr. Carl Harding Vice-Chairman

Dr. John Navy Member
Mr. Gerald Michel Member
Mr. John Amedee Member
Mr. Darrin W. Guidry, Sr. Member
Mr. Daniel Babin Member
Mr. Dirk J. Guidry Member
Mr. Steve Trosclair Member



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Tammy E. Triggs, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

AGENDA

November 14, 2022 5:40 PM

Robert J. Bergeron Government Tower Building 8026 Main Street 2nd Floor Council Meeting Room Houma, LA 70360

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the Council should be respectful of others in their choice of words and actions. Thank you.

ALL CELL PHONES, PAGERS AND ELECTRONIC DEVICES USED FOR COMMUNICATION SHOULD BE SILENCED FOR THE DURATION OF THE MEETING

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

- 1. Consider approving the co-sponsorship request for the 2023 Houma Rotary Cast Iron Cookoff on Saturday, February 25, 2023 from 12:00 p.m. to 4:00 p.m. at the Houma Courthouse Square.
- **2. RESOLUTION:** Proclaiming the appointment of an Interim Councilperson for District One, the Special Election to elect, and qualifying dates for the Special Election for the Position of Terrebonne Parish Councilperson of District One.
- **3. RESOLUTION:** Establishing the Terrebonne Parish Council 2023 Meeting Dates.

- **4. RESOLUTION:** Requesting that the Louisiana Governor's Office of Homeland Security and Emergency Preparedness submit to the Federal Emergency Management Agency a request on behalf of Terrebonne parish to waive the rental fees associated with the Direct Housing Program units for certain households.
- 5. Discussion on the proposed Terrebonne Parish Recreation District Policy and Procedure Manual
- **6.** Introduce an ordinance to adopt the Terrebonne Parish Recreation District Policy and Procedure Manual and call a public hearing on Wednesday, November 30, 2022, at 6:30 p.m.
- 7. Adjourn

Category Number: Item Number: 1.



Monday, November 14, 2022

Item Title:

2023 Houma Rotary Cast Iron Cookoff Co-Sponsorship Application

Item Summary:

Consider approving the co-sponsorship request for the 2023 Houma Rotary Cast Iron Cookoff on Saturday, February 25, 2023 from 12:00 p.m. to 4:00 p.m. at the Houma Courthouse Square.

ATTACHMENTS:

DescriptionUpload DateTypeCo-sponsorship Application11/4/2022Backup Material

Tammy Triggs

From:

kportier@synergybank.com

Sent:

Monday, October 31, 2022 11:04 AM

To:

Leilani Adams; Tammy Triggs; Keith Hampton; Anne Picou; David Drury; David Drury; Ed

Lawson

Subject:

New Co-Sponsorship Application - Terrebonne Parish Consolidated Government



Co-Sponsorship Application

A new co-sponsorship application has been submitted through the Parish website.

Requesting Use of the Parish No

Seal?

Event Name: Location:

Houma Rotary Cast Iron Cookoff

Houma Courthouse Square

Date(s) of Event:

02/25/2023 (12:00 PM - 4:00 PM)

Reason for Co-Sponsorship:

this event serves as a fundraiser for the Rotary Club of

Houma to help fund service projects in Terrebonne Parish throughout the year. These projects benefit

local veterans, students, and others.

Services / Resources Needed: Barricades

Courthouse Square

Electric Service

Garbage Containers & Collection

Security

Additional Details

Non-profit organization? YES

Selling Tickets? YES Cost of a ticket? \$5 general

admission

Organization:

Rotary Club of Houma

Authorized Representative:

Katie Portier (Board Member / Event Chair)

Contact Person:

*** Same as above ***

Mailing Address:

PO Box 811

Houma, LA 70361

Daytime Phone Number:

(985) 860-6167

E-mail:

kportier@synergybank.com

This email is sent by an automated process for an Online Co-Sponsorship Request submission. If you have any questions, please contact our Information Technology team at development@tpcg.org. Thank you!



Monday, November 14, 2022

Item Title:

Interim Appointment and Calling a Special Election for Council District No. 1

Item Summary:

RESOLUTION: Proclaiming the appointment of an Interim Councilperson for District One, the Special Election to elect, and qualifying dates for the Special Election for the Position of Terrebonne Parish Councilperson of District One.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/4/2022	Executive Summary
Resolution	11/4/2022	Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Interim Appointment and Calling a Special Election for Council District No. 1

PROJECT SUMMARY (200 WORDS OR LESS)

RESOLUTION: Proclaiming the appointment of an Interim Councilperson for District One, the Special Election to elect, and qualifying dates for the Special Election for the Position of Terrebonne Parish Councilperson of District One.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE						
N/A						
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)						
<u>ACTUAL</u>				ESTIMATED		
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)						
<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED:			

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
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Sig	gnature			_		Date			

	RESOLUTION NO.	
SECONDED BY:		
OFFERED BY:		

A RESOLUTION TO PROCLAIM THE APPOINTMENT OF AN INTERIM COUNCILPERSON FOR DISTRICT ONE, THE SPECIAL ELECTION TO ELECT, AND QUALIFYING DATES FOR THE SPECIAL ELECTION FOR THE POSITION OF TERREBONNE PARISH COUNCILPERSON OF DISTRICT ONE

WHEREAS, Dr. John Navy has submitted his resignation as a Councilperson for District One of Terrebonne Parish, and it has been accepted by the Terrebonne Parish Consolidated Government; and

WHEREAS, his resignation has caused a vacancy in office and an election must be ordered and called to fill the unexpired term of office exceeding one year; and

WHEREAS, pursuant to the Terrebonne Parish Consolidated Government (TPCG) Home Rule Charter Section 2-04, TPCG must appoint an Interim Councilperson for Terrebonne Parish District One, to fill the vacancy left by Dr. John Navy's resignation, within thirty days of the official resignation of the Councilperson; and

WHEREAS, the governing authority of Terrebonne Parish, Louisiana, is given the authority and responsibility under the provisions of La. R.S. 18:602 to appoint a person to fill the vacancy who meets the qualifications of the office, and to call a special election to fill the vacancy; and

WHEREAS, Louisiana Revised Statute 18:602(E) requires that a local governing body issue a proclamation for a special election, within twenty days of the vacancy of the elected position.

NOW THEREFORE BE IT RESOLVED, on behalf of the Terrebonne Parish Consolidated Government, that;

The Terrebonne Parish Council shall fulfill its obligation pursuant to the Terrebonne Parish Consolidated Government (TPCG) Home Rule Charter Section 2-04, to ensure that an Interim Councilperson is appointed for District One, to fill the vacancy created by the resignation of Dr. John Navy.

BE IT FURTHER RESOLVED, on behalf of the Terrebonne Parish Consolidated Government, that;

The Terrebonne Parish Council proclaims the calling of a special election to be held in accordance with Revised Statutes 18:402 and 18:602, with a primary election date of March 25, 2023, and a general election date of April 29, 2023, to elect a Councilperson for Terrebonne Parish, District One, to fulfill the vacancy created by the resignation of Dr. John Navy.

BE IT FURTHER RESOLVED, on behalf of the Terrebonne Parish Consolidated Government, that;

The qualifying dates for the special election for the Councilperson for Terrebonne Parish, District One, shall be January 25, 26, and 27, 2023.

BE IT FURTHER RESOLVED, on behalf of the Terrebonne Parish Consolidated Government, that;

This Proclamation shall be published in the Official Journal of Terrebonne Parish and a true copy of the original shall be sent, through certified mail, to Ms. Theresa Robichaux, Clerk of Court for Terrebonne Parish, Thirty-Second Judicial District Court, and to Mr. Kyle Ardoin, Louisiana Secretary of State.

THERE WAS RECORDED:	
YEAS:	
NAYS:	
ABSTAINING:	
ABSENT:	
The Chairman, Mr. Darrin W. Guidry Sr. day of, 2022.	, declared the resolution adopted on this, the
* *	* * * * * *
that the foregoing is a true and correct copy of Council in Regular Session on the day of was present.	he Terrebonne Parish Council, do hereby certify f a resolution adopted by the Terrebonne Parish, 2022 at which meeting a quorum ATURE AND SEAL OF OFFICE THIS
	MMY E. TRIGGS
	UNCIL CLERK RREBONNE PARISH COUNCIL
11.	MEDOINIE I MINDII COUNCIL



Monday, November 14, 2022

Item Title:

Terrebonne Parish Council 2023 Meeting Dates.

Item Summary:

RESOLUTION: Establishing the Terrebonne Parish Council 2023 Meeting Dates.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/4/2022	Executive Summary
Resolution	11/7/2022	Cover Memo
2023 Meeting Dates Calendar	11/4/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Establishing the Terrebonne Parish Council 2023 Meeting Dates.

PROJECT SUMMARY (200 WORDS OR LESS)

To establish a calendar of meeting dates for Terrebonne Parish Regular Council Session and Committee Meetings for calendar year 2023.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

	TO	TAL EXPENDITURE				
N/A						
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)						
ACTUAL ESTIMATED						
	IS PROJECTAL	READY BUDGETED: (CIRCL)	E ONE)			
N/A NO	YES	IF YES AMOUNT BUDGETED:				

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
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Tan	uny T	riggs			1	1/04/	2023		
Sig	nature					Date			

OFFERED BY: SECONDED BY:

RESOLUTION NO. 22-

SETTING 2023 COUNCIL

MEETING DATES

COMMITTEE MEETING DATES	REGULAR COUNCIL
	SESSION MEETING DATES
JANUARY 9 TH	JANUARY 11 TH
JANUARY 23 RD	JANUARY 25 TH
FEBRUARY 6 TH	FEBRUARY 8 TH
FEBRUARY 27 TH	FEBRUARY 28 TH
MARCH 13 TH	MARCH 15 TH
MARCH 27 TH	MARCH 29 TH
APRIL 10 TH	APRIL 12 TH
APRIL 24 TH	APRIL 26 TH
MAY 8 TH	MAY 10^{TH}
MAY 22 ND	MAY 24 TH
JUNE 12 TH	JUNE 14 TH
JUNE 26 TH	JUNE 28 TH
JULY 10 TH	JULY 12 TH
JULY 24 TH	JULY 26 TH
AUGUST 7 TH	AUGUST 9 TH
AUGUST 21 ST	AUGUST 23 RD
SEPTEMBER 11 TH	SEPTEMBER 13 TH
SEPTEMBER 25 TH	SEPTEMBER 27 TH
OCTOBER 9 TH	OCTOBER 11 TH
OCTOBER 23 RD	OCTOBER 25 TH
NOVEMBER 13 TH	NOVEMBER 15 TH
NOVEMBER 27 TH	NOVEMBER 29 TH
DECEMBER 11 TH	DECEMBER 13 TH
DECEMBER 18 TH	DECEMBER 27 TH

BE IT FURTHER RESOLVED that all Council Regular Session Meetings shall begin at 6:00 p.m. in the Robert J. Bergeron Government Tower Building located at 8026 Main Street, 2nd Floor Council Meeting Room, Houma, LA, and

BE IT FURTHER RESOLVED that the Council will schedule committee meetings on the Monday preceding the Council Regular Session Meetings; however,**Committee meetings may be scheduled on a different day and/or at a different time, as decided upon by the Council; and

BE IT FURTHER RESOLVED that the Council may call additional Committee meetings and/or Special Sessions of the Council as deemed necessary.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted on this the 14th day of November 2022.

I, TAMMY E. TRIGGS, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Assembled Council in Regular Session on November 16, 2022, at which meeting a quorum

was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS $17^{\rm th}$ DAY OF NOVEMBER 2022.

TAMMY E. TRIGGS COUNCIL CLERK TERREBONNE PARISH COUNCIL

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Parish H	Holidays:
Jan 01	New Year's Day
Jan 02	New Year's Day Holiday
Jan 16	M L King Day
Feb 20	Lundi Gras
Feb 20	Presidents' Day
Feb 21	Mardi Gras
Apr 07	Good Friday
May 29	Memorial Day
Jun 19	Juneteenth
Jul 04	Independence Day
Sep 04	Labor Day
Nov 11	Veterans Day
Nov 23	Thanksgiving Day
Nov 24	Day after Thanksgiving
Dec 25	Christmas
Confere	nce Days:
	PJAL- Shreveport, La
Jul 21-24	NACO- Travis County, Tx
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Condem	nation Hearings:
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Parish H	Holidays:
Jan 01	New Year's Day
Jan 02	New Year's Day Holiday
Jan 16	M L King Day
Feb 20	Lundi Gras
Feb 20	Presidents' Day
Feb 21	Mardi Gras
Apr 07	Good Friday
May 29	Memorial Day
Jun 19	Juneteenth
Jul 04	Independence Day
Sep 04	Labor Day
Nov 11	Veterans Day
Nov 23	Thanksgiving Day
Nov 24	Day after Thanksgiving
Dec 25	Christmas
Confere	nce Days:
	PJAL- Shreveport, La
Jul 21-24	NACO- Travis County, Tx
	OPAO
	o LAMSA
Oct	LMCA
Condem	nation Hearings:
January 2	
April 24,	
July 24, 2	2023
October 2	23, 2023



Monday, November 14, 2022

Item Title:

RESOLUTION: Requesting Waiver of Rental Fees for FEMA Direct Housing Program through GOHSEP

Item Summary:

RESOLUTION: Requesting that the Louisiana Governor's Office of Homeland Security and Emergency Preparedness submit to the Federal Emergency Management Agency a request on behalf of Terrebonne parish to waive the rental fees associated with the Direct Housing Program units for certain households.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/7/2022	Executive Summary
Resolution	11/7/2022	Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Requesting Waiver of Rental Fees for FEMA Direct Housing Program through GOHSEP

PROJECT SUMMARY (200 WORDS OR LESS)

RESOLUTION: Requesting that the Louisiana Governor's Office of Homeland Security and Emergency Preparedness submit to the Federal Emergency Management Agency a request on behalf of Terrebonne parish to waive the rental fees associated with the Direct Housing Program units for certain households.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

	TOTAL EXPENDITURE				
	N/A				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)					
	4	<u>ACTUAL</u>	ESTIMATED		
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)					
<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED:		

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
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Jessíca	Dom	ıangu	e	_		11/07	/2022		
Sig	gnature					Date			

OFFERED BY:
SECONDED BY:
RESOLUTION NO
A RESOLUTION REQUESTING THAT THE LOUISIANA GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS SUBMIT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY A REQUEST ON BEHALF OF TERREBONNE PARISH TO WAIVE THE RENTAL FEES ASSOCIATED WITH THE DIRECT HOUSING PROGRAM UNITS FOR CERTAIN HOUSEHOLDS.
WHEREAS, Hurricane Ida cased immense damage to Terrebonne Parish, causing numerous residents to be left without housing; and
WHEREAS, residents of Terrebonne Parish who lost their homes due to Hurricane Ida are participating in the Direct Housing Program; and
WHEREAS, On March 1, 2023, FEMA will begin charging rental fees to the Terrebonne Parish residents who are participating in the Direct Housing Program; and
WHEREAS, the normal rental rates for those participating in the Direct Housing Program will be based on the Department of Housing and Urban Development's (HUD) national averages; and
WHEREAS, the Terrebonne Parish Council is requesting that the Louisiana Governor's Office of Homeland Security and Emergency Preparedness submit to the Federal Emergency Management Agency a request on behalf of Terrebonne Parish to waive the rental fees associated with the Direct Housing Program units for the households whose income has been lessened as a result of Hurricane Ida for the duration of the program.
NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby request that the Louisiana Governor's Office of Homeland Security and Emergency Preparedness submit to the Federal Emergency Management Agency a request on behalf of Terrebonne Parish to waive the rental fees for the participants of the Direct Housing Program in Terrebonne Parish for the duration of the program.
BE IT FURTHER RESOLVED that the Terrebonne Parish Council requests that copies of this resolution be submitted to the Louisiana Governor's Office of Homeland Security and Emergency Preparedness and to the Federal Emergency Management Agency.
THERE WAS RECORDED:
YEAS:
NAYS:
ABSTAINING:

* * * * * * * * *

The Chairman declared the resolution adopted on this, the ____ day of _____,

ABSENT:

2022.

	the	foregoing	is	a true	and	correct	copy	of	a	resolution	adopted	by	the
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Monday, November 14, 2022

Item Title:

TPRD Policy and Procedure Manual

Item Summary:

Discussion on the proposed Terrebonne Parish Recreation District Policy and Procedure Manual

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/4/2022	Executive Summary
Backup	11/4/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

PROJECT SUMMARY (200 WORDS OR LESS)

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

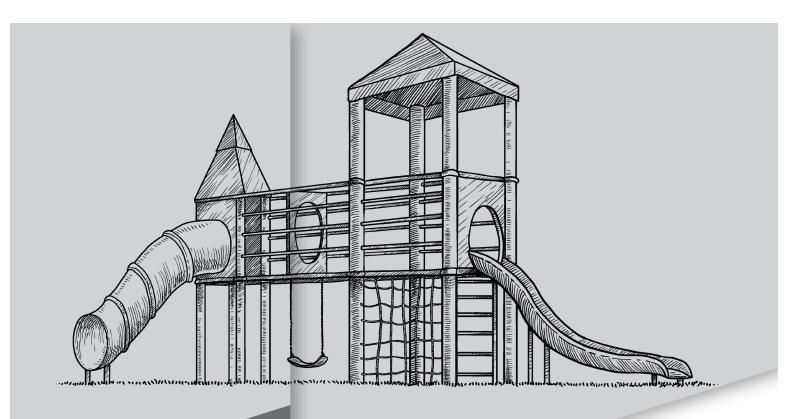
Discussion on the proposed Terrebonne Parish Recreation District Policy and Procedure Manual

See above.

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Date

Signature





TERREBONNE PARISH RECREATION DISTRICT

POLICY AND PROCEDURE MANUAL

EFFECTIVE JANUARY 1, 2023

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SECTION 1. INTRODUCTION

This Policy and Procedure Manual (the Manual) is being created for all Terrebonne Parish Recreation Districts (District) to adopt, implement, and follow. It supersedes all previous Policy and Procedure Manuals of the District.

	The Manual was created through Ordinance No. 21-9269 adopted by the Terrebonne Parish Council on		
	June 10, 2021, and approved through Ordinance No	22 on November,, 2022.	
Th	e District adopted the Manual on	with an effective date of January 1, 2023.	

The Manual provides policies, procedures, and guidelines for conducting recreation activities in each District. It has been designed to promote and encourage proper management and efficiencies to provide consistency throughout the Recreation Districts in Terrebonne Parish as it pertains to:

- current usage and millages of all Recreation Districts;
- maintenance and usage of facilities (Facilities); and
- Parish-operated recreation programs.

The Manual recognizes the following roles and responsibilities to ensure non-duplication of services and better communication:

- Terrebonne Parish Recreation Department (TPR): Responsible for Parish-owned recreation Facilities, parks and playgrounds, recreational activities, cultural activities and Facilities, and other leisure time activities.
- Terrebonne Parish Recreation Districts (Districts): Responsible for building, maintaining, and operating recreational Facilities throughout their Districts.

This Manual will be revised as required to meet new needs and conditions. Revised pages will be prepared by Parish Administration, approved by the *Council*, and sent to each District for adoption. Districts shall keep this Manual updated to the most current version and make it easily available to the public.

Each District may add components to the Manual provided that such additions are equal to or more restrictive than any requirements illustrated in the Manual provided by the Parish and are approved by the *Council*.

Submitting items to the *CFO* shall be the same as submitting items to both the *CFO* and the *Council*. The *CFO* shall forward all items to the *Council* on the District's behalf.

For ease of reference, please note the following:

- All defined terms are in italics when used throughout this Manual. Definitions are listed in the glossary at the end of this Manual.
- **May** or **should** as used in this Manual denotes an ability to use discretion or contingency based on the facts of the situation.
- **Shall**, **will**, or **must** as used in this Manual denotes an obligation or mandatory duty, without the use of discretion.

Henceforth, Terrebonne Parish Consolidated Government shall be known as the Parish.

SECTION 2. BOARD OVERSIGHT

The Recreation Districts were established in Chapter 21, Article V of the Terrebonne Parish Code of Ordinances on Recreation Districts. Chapter 21, Article V also describes the appointment, powers, and tenure of the members of the *Board*. The purpose of this section of the Manual is to further define the *Board of Directors'* role and oversight of the District.

2.1 BOARD OF DIRECTORS

The Board of Directors (Board) refers to the governing authority of the Recreation District(s) in Terrebonne Parish.

2.2 BOARD MEETINGS

- A. The Board shall meet with a quorum at least monthly.
- B. The Board members must comply with all provisions of the Open Meetings Law (see Section 3).
- C. The Board shall follow Robert's Rules of Order when conducting their meetings.

2.3 MONITORING OPERATIONS

- A. Board members should determine which information should be compiled and presented to the Board to help members make informed fiscal and programmatic decisions as part of the legislative/oversight responsibilities.
- B. The *Board* should develop a strategic operating plan with both short-term and long-term goals, monitor the plan at least quarterly, and incorporate the plan into decision-making processes and budgeting.
- C. The Board shall maintain a five-year comprehensive master plan in accordance with Section 12.4.

SECTION 3. OPEN MEETINGS

All *meetings* of the District's *Board of Directors* are required to be open to the public according to state law. ¹ The policy behind the law is that citizens should be advised of and aware of the performance of public officials and the deliberations and decisions that go into the making of public policy. Below are the District's policies/procedures, and the full statutes can be found in Appendix 3A.

3.1 OPEN MEETINGS LAW

- A. A copy of the Open *Meetings* Law shall be posted at meeting location.
- B. A *meeting* is the convening of a *quorum* of a public body:
 - 1. to deliberate or act on a matter over which the public body has supervision, control, jurisdiction, or advisory power; or
 - 2. to receive information regarding a matter over which the public body has supervision, control, jurisdiction, or advisory power.
- C. A *quorum* is a simple majority of the **total** membership (including vacant positions).

3.2 PUBLIC MEETINGS

- A. Every meeting shall be open to the public unless the law specifically provides an exception.
- B. All *Board* members voting must be present, and their vote must be made either orally or through an electronic voting machine. The use of proxy voting, secret balloting, or straw polling is not allowed.
- C. All votes shall be recorded and documented in the minutes.

3.3 PUBLIC PARTICIPATION/COMMENTING

The public shall be provided an opportunity to comment in all *meetings* prior to any action being taken.

3.4 NOTICE

- A. Written public notice shall be provided for all *meetings* no later than twenty-four (24) hours prior to the *meeting*.
- B. Notice shall be posted at the place of the *meeting*, published in the official journal, posted on the website (if applicable), and provided to members of the news media who request it.
- C. The written notice must include the date, time, and location of the *meeting* and a copy of the agenda.
- D. Additional notices when considering the proposal or calling of certain tax proposition elections include:
 - 1. written public notice published in the official journal and announced during a public *meeting* no more than sixty (60) days or less than twenty (20) days prior to the *meeting*; and
 - 2. the date, time, and location.

3.5 AGENDAS

- A. An agenda must be prepared for each *meeting*.
- B. The agenda shall be submitted to the *CFO* and *Council* at least twenty-four (24) hours prior to each *Board meeting*.
- C. The agenda shall:
 - 1. include descriptive language;
 - 2. list each item separately; and
 - 3. not be changed within twenty-four (24) hours of the meeting.
- D. Each item on the agenda shall be read fully before action is taken.

¹ The statutes that govern Open Meeting Law for Recreation Districts are LA R.S. 42:12, 13, 14, 16, 17, 17.1, 19, 19.1, 20, and 23.

E. The agenda may be amended during a *meeting* only with a unanimous vote of the members present. This agenda amendment would be to take up additional matters not on the original agenda.

3.6 MINUTES

- A. Written minutes of all open *meetings* must be taken and kept as a public record.
- B. The minutes must include:
 - 1. date, time, and place of meeting;
 - 2. members of the public body recorded as present or absent;
 - 3. substance of all matters decided, and a record of any votes taken; and
 - 4. enough description to a reader as to what matters were considered, the outcome of votes, and confirmation that all legal procedures were followed.
- C. Minutes must be published in the official journal in a timely manner.
- D. Draft copies of the minutes must be submitted to the *CFO* and *Council* no later than five (5) days following each *meeting*.
- E. Final, Board-approved minutes must be submitted to the *CFO* and *Council* no later than five (5) days following the *meeting* in which they are approved.

3.7 PUBLIC PARTICIPATION/RECORDING

All meetings shall be recorded (video or voice) and kept as part of the public record.

3.8 MEETINGS VIA ELECTRONIC MEANS

- A. The *Board* can hold public *meetings* via electronic means provided:
 - 1. the Governor has declared a state of emergency or disaster that is of the nature to cause a *meeting* of the public body to be detrimental to the health, safety, or welfare of the public; or
 - 2. the presiding officer of the public body certifies on the notice of the *meeting* that the agenda of the *meeting* is limited to items provided in the statute.
- B. The following must be posted on the website (if applicable) emailed to members of the public who request it, and emailed to news media no later than twenty-four (24) hours before a *meeting* via electronic means:
 - 1. notice of *meeting*;
 - 2. *meeting* agenda;
 - 3. detailed information regarding how members of the public may participate in the meeting; and
 - 4. detailed information regarding how members of the public may submit comments.
- C. *Meetings* held via electronic means must receive public comments electronically both prior to and during the *meeting*.
 - 1. All public comments will be properly identified and acknowledged.
 - 2. Each person participating in the meeting will be properly identified.
 - 3. All parts of the *meeting* will be clear and audible to all participants.

SECTION 4. BUDGETARY AND FISCAL CONTROLS

The budget and fiscal controls are adopted to create a uniform process by all Districts to create consistency and efficiency throughout Terrebonne Parish.

4.1 CHART OF ACCOUNTS

- A. The District shall use a 10-digit account number (XXX-XXX-XXXX).
- B. The first three digits shall be used to identify the *fund* type. The *fund* codes are used to identify the specific *fund* to which a particular accounting charge is being made.
 - 1. Fund Codes:
 - a. 100 General Fund Accounts for all financial resources except those required to be accounted for in another *fund*.
 - b. 200 Special Revenue Fund Accounts for the proceeds of specific revenue sources, other than those for major capital projects, which are restricted legally to expenditure for specified purposes.
 - c. 300 Capital Projects Fund Accounts for financial resources to be used for the acquisition or construction of major capital Facilities (other than those financed by proprietary funds and trust funds).
 - d. 400 *Debt Service Fund* Accounts for the accumulation of resources for and the retirement of long-term debt principal and interest.
- C. The next three digits shall be used to identify the location related to the specific accounting charge.
 - 1. Location Codes:
 - a. 000 Office/No specific location
 - b. 100 Location (Park A)
 - c. 200 Location (Park B)
 - d. 300 Location (Splashpad)
- D. The last four digits shall be used to identify the type of account.
 - 1. Account Codes:
 - a. 1XXX Asset
 - b. 2XXX Liability
 - c. 4XXX Fund Balance
 - d. 5XXX Revenues
 - e. 6XXX Expenditures
- E. The second digit in account code further identifies the account.
 - 1. Identifier Codes:
 - a. 11XX Cash
 - b. 12XX Investments
 - c. 13XX Receivables
 - d. 14XX Due from Other Governments
 - e. 15XX Other Assets
 - f. 21XX Accounts Payable
 - g. 22XX Payroll Liabilities
 - h. 23XX Due to Other Governments
 - i. 24XX Other Liabilities
 - j. 4000 Fund Balance
 - k. 51XX Tax Revenue
 - I. 52XX Grant Revenue
 - m. 53XX Charges for Services

- n. 54XX Interest Revenue
- o. 55XX Miscellaneous Revenue
- p. 56XX Other Revenue
- q. 61XX Salaries and Wages
- r. 62XX Supplies and Material
- s. 63XX Other Services and Charges
- t. 64XX Repairs and Maintenance
- u. 65XX Capital Expenses
- v. 66XX Other Expenses
- F. Appendix 4A provides an example of a full chart of accounts for reference.
- G. If using an accounting software that only allows for 7-digit accounts and does not allow for separate *funds*, the following adjustments should be made:
 - 1. The first three digits (fund codes) will not be used, and separate companies will be set up for each fund.
 - 2. The name of the companies should include the three-digit *fund* identifier (e.g., 100 TPRD No. X *General Fund*; 300 TPRD No. X *Capital Projects Fund*)
 - 3. The accounts will then follow the rest of the account information above (location codes, account codes, identifier codes).

4.2 DISTRICT BUDGET

The District follows written budget standards and procedures for preparing, adopting, monitoring, and amending the budget that are in accordance with the articles of the Charter, La. R.S. 39:101 et seq., the Local Budget Act, and Legislative Auditors Best Practices.

4.2(a) Preparing the Budget

- A. An annual proposed budget shall be prepared for the *General Fund* and each *Special Revenue Fund* of the District
- B. The total proposed expenditures (including other financing sources) must **not** exceed the sum of the estimated revenues (including other financing sources) plus beginning *fund balance*.
- C. The proposed budget shall include:
 - 1. Adoption instrument (resolution).
 - 2. Signed budget message that contains a summary description of the proposed financial plan and discussion of important features.
 - 3. A statement for each *fund* showing:
 - a. estimated fund balances at the beginning of the year;
 - b. estimates of all receipts and revenues to be received;
 - c. revenues itemized by source;
 - d. recommended expenditures itemized by agency, department, function, and character;
 - e. other financing sources by source and use; and
 - f. estimated *fund balance* at the end of the year.
 - 4. A side-by-side detailed comparison of the following information for the current year:
 - a. fund balance at the beginning of the year;
 - b. year-to-date actual receipts and revenues received and estimates of all receipts and revenues to be received the remainder of the year;
 - c. estimated and actual revenues itemized by source;
 - d. year-to-date actual expenditures and estimates of all expenditures to be made for the reminder of the year itemized by agency, department, function, and character;
 - e. other financing sources and uses by source and use, both year-to-date actual and estimates for the remainder of the year;

- f. year-to-date actual and estimated fund balances as of the end of the fiscal year; and
- g. percentage change for each item of information.
- 5. <u>Appendix 4B</u> is the Louisiana Legislative Auditor's Budget Template that addresses all the above requirements.
- D. If the District is proposing expenditures of five hundred thousand dollars (\$500,000) or more from the *General Fund* and/or any *Special Revenue Fund*, the following will take place to afford the public an opportunity to participate in the budgetary process prior to the adoption of the budget:
 - 1. Publish a notice that states the proposed budget is available for the public inspection.
 - 2. Publish a Notice of Public Hearing (notice given at least ten (10) days prior to the hearing).
 - 3. Hold one (1) public hearing.
 - 4. After the public hearing, certify completion of public participation with a notice in the same manner as above.
- E. The proposed budget shall be submitted to the *CFO* and the *Council* no later than sixty (60) days prior to the District's fiscal year (November 1). When submitted it should include:
 - 1. signed budget message; and
 - 2. proposed budget for *General Fund* and all *Special Revenue Funds* using the budget template in Appendix 4B or a similar format that meets all requirements.

4.2(b) Adopting the Budget

- A. The Council must approve the proposed budget before the District can adopt it following the procedures below:
 - 1. The District submits the proposed budget to the CFO and Council by November 1 each year.
 - 2. If the *Council* takes no action within thirty (30) days of receipt of the District's proposed budget, the District may adopt the budget as submitted.
 - 3. If the *Council* rejects the proposed budget within thirty (30) days of receipt, the *Council* will send written notice with specific instructions to the *Board* for amendments to the proposed budget. The *Board* shall then submit the amended proposed budget to the *CFO* and *Council* for review.
 - 4. If the *Council* takes no action within fifteen (15) days of receipt of the revised budget, the *Board* may adopt the budget as revised.
- B. Once the District receives approval from the *Council*, it can move forward with its adoption process:
 - 1. A resolution is passed in an open *meeting* before the end of the fiscal year.
 - 2. Certified copies of the budget and adoption must be kept at the District's office and available for review by the public.

4.2(c) Monitoring the Budget

- A. The *Board* shall be provided with monthly budget-to-actual comparison for the *General Fund* and each *Special Revenue Fund* to effectively monitor the budget.
- B. The *Board* shall be notified by the *accountant* when the *General Fund* and/or any *Special Revenue Fund* have any of the following issues:
 - 1. total revenue and other sources (including projections for the remainder of the year) are failing to meet total budgeted revenues and other sources by five percent (5%) or more;
 - 2. total actual expenditures and other uses (including projections for the remainder of the year) are exceeding the total budgeted expenditures and other uses by five percent (5%) or more; and/or
 - 3. actual beginning *fund balance* fails to meet estimated beginning *fund balance* by five percent (5%) or more, and *fund balance* is being used to *fund* current expenditures.
- C. The adopted budget must be amended when anticipated revenues or expenditures vary by five percent (5%) or more.

4.2(d) Amending the Budget

- A. Anytime there is a five percent (5%) variance or a change in operations upon which the original budget was adopted, the budget must be amended.
- B. The amendment will be adopted through a resolution in an open *meeting* and completed prior to the end of the fiscal year.
- C. The amendment will not conclude with expenditures exceeding the total of estimated *funds* available for the fiscal year (no deficit *fund balance*).

4.3 FUND BALANCE RESERVES

- A. The District reserves a *fund balance* in accordance with the legislative auditor's suggestion of no less than two (2) months of operating expenditures. If the proposed ending *fund balance* presented to the *CFO* and *Council* is greater than this reserve, a justification must be provided for the excess reserves. This will be considered by the *CFO* and *Council* during the budget approval process.
- B. To determine if the proposed ending *fund balance* is greater than the two (2) month reserve, perform the following calculation:
 - 1. Proposed total expenditures (only operating, no capital) divided by twelve (12) months times two (2).
 - 2. Compare to the proposed ending *fund balance*. If it is less than the *fund balance*, a justification must be provided.
 - 3. See Appendix 4C for an example on how to calculate when a justification is required.

4.4 FINANCIAL REPORTING

Financial reporting is the primary tool used by *management* to monitor income and expenditures and to make decisions.

- A. The District, as a public body, is accountable for the manner in which *funds* are spent. It is essential to monitor actual progress against the budget to ensure that the desired fiscal result will be achieved.
- B. Accounting practices should be in accordance with Generally Accepted Accounting Principles (GAAP) and Generally Accepted Government Auditing Standards (GAGAS).
- C. The District should ensure there is an adequate separation of functions to ensure assets are safeguarded and the potential for errors in the records are minimized.

4.4(a) Monthly Reporting

Management shall be responsible for overseeing the preparation of the monthly financial statements including budget-to-actual comparisons for all District *funds*.

- A. A monthly financial statement and budget comparison shall be presented to the *Board* at their regular scheduled *meetings*.
- B. Discussion of the monthly financial statements and budget comparisons shall be on the *meeting* agenda, and the written minutes shall reflect such discussion.

4.4(b) Annual Reporting

Annual financial reporting provides accountability and is required by La. R.S. 24:513.

- A. Annually, the *Board* shall approve the engagement of an independent, certified public accountant to perform the District's audit, which is also subject to the approval of the Louisiana Legislative Auditor.
- B. State law requires that the auditor be provided with all the books and records needed to perform the audit, and La. R.S. 24:518 provides penalties for failure to do so.

- C. The audit must be completed and submitted to the Louisiana Legislative Auditor no later than six (6) months after the close of the fiscal year.
- D. The District shall also submit their audit to the Parish Finance Department by May 15 of each year to be included in the Parish's Annual Comprehensive Financial Report.

4.5 BANK RECONCILIATIONS

As a best practice, bank reconciliations shall be prepared and reviewed timely for all cash accounts.

4.5(a) Preparation

- A. The District shall appoint a bank reconciliation preparer (usually the District accountant). The preparer shall prepare bank reconciliations for **all** cash accounts monthly.
- B. Management (not the preparer) shall receive the bank statements unopened directly from the bank, open the statements, and initial and date when received. The statements should then be given to the preparer to complete the reconciliations between the bank balances and the accounting records within thirty (30) days.
- C. The preparations should consider whether:
 - 1. all receipts and disbursements are recorded by the entity;
 - 2. checks are clearing the bank in a reasonable time;
 - 3. reconciling items are appropriate and are being recorded;
 - 4. the reconciled cash balance agrees to the general ledger balance.
- D. Any differences between the bank balances and accounting records should be immediately researched and resolved.
- E. Any adjustment to the accounting records should be recorded.
- F. Any reconciling items that are outstanding for more than six (6) months should be researched:
 - 1. to determine if the checks need to be voided and reissued; or
 - 2. whether the funds need to be submitted to the State Treasurer in compliance with unclaimed property laws.
- G. The preparer shall sign/initial and date the reconciliation and submit to the District *Board* Chair for review.
- H. Periodically, the collateralization of demand deposits should be reviewed to verify that the bank balances are fully secured and that the types of securities pledged are appropriate. The frequency of such review depends on whether the entity routinely has deposits that exceed FDIC insurance.

4.5(b) Review

- A. The completed bank reconciliation, bank statement, and supporting documentation shall be immediately reviewed by the District *Board* Chair.
- B. The reviewer shall sign/initial and date the reconciliation as proof of review.

SECTION 5. LOUISIANA CODE OF GOVERNMENTAL ETHICS

All *Board* members and *employees* of the District shall be bound by the Louisiana Code of Governmental Ethics (La. R.S. 42:1101). The Louisiana Code of Governmental Ethics generally prohibits unethical conduct as defined in R.S. 42:1111-1121.

5.1 ETHICS VIOLATIONS

- A. Any *Board* Member or *employee* who receives or becomes aware of a suspected ethics violation or a complaint of ethics violation shall immediately notify their *supervisor* for review by *management* and/or the Parish Human Resources Department.
- B. Management shall monitor employees for any ethics violations.
- C. Any potential violations will be properly documented and investigated immediately.
- D. All facts pertinent to the investigation shall be kept confidential.
- E. Appropriate disciplinary action shall be executed by the Board regarding the findings of any ethics violation.
- F. Any ethics violation deemed serious shall be submitted to the proper authority for investigation by the District *Board*.

5.2 ETHICS TRAINING

- A. In accordance with La. R.S. 42:1170, as a public servant, all *Board* Members and *employees* are required to complete one (1) hour of training on the Code of Governmental Ethics.
- B. The District requires this training to be completed by December 1 of each year.²
- C. The District can also receive the training from the Parish Human Resources Department.
- D. Board members and employees are required to:
 - 1. show proof of the training by providing a certificate to the District office; and
 - 2. annually attest through signature of verification that they have read and agree to comply with the entity's policies.
- E. See Appendix 5A for a sample of the Annual Ethics Attestation form.

² The training is available at <u>laethics.net/EthicsTraining</u>.

SECTION 6. SEXUAL HARASSMENT POLICY

The Prevention of Sexual Harassment Law (R.S. 42:341-344) became effective January 1, 2019.

- A. All *Board* members and *employees* are expected to create and maintain a work environment free of sexual harassment where all persons are respected. This includes the duty to:
 - 1. report all instances and complaints of sexual harassment, whether experienced personally or witnessed, to *management*;
 - 2. take the appropriate action to correct and prevent sexual harassment; and
 - 3. cooperate with any investigation into complaints of sexual harassment.

6.1 SEXUAL HARASSMENT EXAMPLES

- A. Any unwelcomed sexual advance, request for a sexual favor, and any other verbal, physical, or visual conduct of a sexual nature where such actions or allowance of such actions are made a condition of employment, interfere with an individual's work performance, or create an intimidating, hostile, or offensive working environment are considered sexual harassment and **will not be tolerated**.
- B. Examples include:
 - 1. Requiring a sexual act or favor to keep a job or obtain a *promotion*, additional compensation, or other benefit.
 - 2. Directing or implying threats that submission to sexual advances will be a condition of employment or continued service with the Parish.
 - 3. Possessing, viewing, or disseminating while on duty material such as pornographic or sexually explicit posters, calendars, graffiti, jokes, cartoons, or objects.
 - 4. Unwanted, unwelcomed, and unwarranted sexual advances (e.g., sexual requests, comments, or innuendoes; sexual jokes, gestures, or statements; suggestive messages through text, instant message, email, or voicemail; leering; or stalking).
 - 5. Intentional, malicious, or unwelcomed physical conduct that is sexual in nature (e.g., touching, pinching, patting, brushing against, massaging, or pulling at another's body or clothes).
 - 6. Physical assaults on other *employees* (e.g., rape, sexual battery, or molestation) or any attempt to commit such acts.

6.2 COMPLAINTS/VIOLATIONS

- A. All employees have the right to raise concerns and/or file complaints regarding an alleged violation of this policy.
- B. When reporting an alleged act that violates this policy, an *employee* must be as specific and detailed as possible.
- C. If an *employee* thinks they have been harassed or if an *employee* thinks they have witnessed sexual harassment of any other *employee*, they shall report the alleged violation as soon as possible to the *employee's supervisor*, who will handle the report.
 - 1. If the *supervisor* is unavailable, or if the *employee* does not feel it would be appropriate to report to their *supervisor*, the *Board* Chair shall be notified.
 - 2. If the *Board* Chair is unavailable, or if the *employee* does not feel it would be appropriate to report to the Chair, the Parish Human Resources Director shall be notified.

6.3 INVESTIGATIONS

A. The District and the Parish will take all allegations of violations of this policy seriously and will investigate the claim to determine whether the policy was violated based on a thorough review of the facts and circumstances of each situation.

- 1. **Results of investigation.** The District and/or the Parish will complete the investigation in a timely manner. All *employees* are required to cooperate with such investigations. The District and/or the Parish will promptly notify the complainant and the alleged harassing party of the outcome of the investigation and any remedial action to be taken once the investigation is complete.
- 2. **Conflict of interest.** The District and/or the Parish will make every effort to ensure that parties named in the report, or those too closely associated with parties involved in the report, will not participate in the investigation.
- 3. **Third-party investigator.** The District and/or the Parish reserves the right and hereby provides notice that third parties may be used to investigate claims of a violation of this policy.

6.4 DISCIPLINARY ACTIONS

- A. Depending on the results of the investigation, the following possible disciplinary actions can be taken:
 - 1. **Employee** counseling or oral reprimand. The *employee* is counseled by the District Director, *Board* Chair, and/or Parish *Human Resource Director* to eliminate possible misunderstandings and to explain what constitutes proper conduct, all of which shall be documented in the *employee's* file.
 - 2. **Written reprimand.** The *employee* receives written notice of discipline. The purpose of this written reprimand is to make certain that the *employee* is fully aware of the misconduct they have committed and what is expected, thereby enabling the *employee* to avoid a reoccurrence of the incident.
 - 3. **Suspension.** In the interest of good discipline, an *employee* may be suspended without pay. The purpose of a *suspension* is to make certain that the *employee* understands the seriousness of the misconduct and that further misconduct will most likely result in *dismissal* from the District.
 - 4. **Dismissal.** The *employee* is dismissed as the result of a serious offense or the final step in the accumulation of minor offenses.

6.5 RETALIATION

- A. The District prohibits *retaliation* against any *employee* who lodges a good faith concern or complaint of unlawful sexual harassment or who participates in any related investigation
- B. If an *employee* thinks they have been retaliated against for resisting or complaining about any unlawful sexual harassment, they shall report the alleged *retaliation* as soon as possible to the *employee's supervisor*, *Board* Chair, and/or Parish *Human Resources Director*.
- C. The District recognizes that making false accusations of sexual harassment in bad faith can have serious consequences for those who are wrongly accused. Therefore, the District prohibits *employees* from deliberately making false, misleading, and/or malicious allegations of sexual harassment, as well as deliberately providing false or misleading information during an investigation.

6.6 TRAINING AND REPORTING REQUIREMENTS

- A. Every *Board* member and *employee* shall receive a minimum of one (1) hour of education and training³ on preventing sexual harassment during each full calendar year.
- B. Any *Board* member or *employee* designated to accept or investigate a complaint of sexual harassment shall receive additional education and training.
- C. The education and training required can be provided to the District by the Parish Human Resources Department.
- D. The District shall maintain records indicating each *Board* Member and *employee* has received their one (1) hour of training.

³ The training is available at Louisiana Department of State Civil Service.

- E. *Management* shall compile an annual report by February 1 of each year containing the following information from the previous calendar year: The reports shall be public record. An example of the required annual report can be found in <u>Appendix 6A</u>.
 - 1. number and percentage of *Board* members and *employees* who have completed the training requirements;
 - 2. number of sexual harassment complaints received;
 - 3. number of complaints which resulted in a finding that sexual harassment occurred;
 - 4. number of complaints in which the finding of sexual harassment resulted in discipline or corrective action; and
 - 5. amount of time it took to resolve each complaint.
- F. The reports shall be public record. An example of the required annual report can be found in Appendix 6A.

SECTION 7. HUMAN RESOURCES

The District is an equal employment opportunity employer and does not discriminate against an applicant or *employee* because of a person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability, genetic information, or any other legally protected characteristic. This includes decisions regarding hiring, discharge, compensation, assignment, classification, transfer, *promotion*, *reduction* in force, recall, recruitment, testing, use of company Facilities, training, benefits, and all other terms and conditions of employment opportunities, which shall be made based on job-related qualifications and abilities.

The District shall always follow the current guidelines from the U.S. Equal Employment Opportunity Commission (EEOC).

The District can utilize the Parish Human Resources Department to assist in human resources needs (e.g., job descriptions, hiring, disciplinary actions, etc.).

7.1 EMPLOYEE STATUS

All employees of the District shall be designated full-time or part-time, and permanent, temporary, or seasonal.

7.2 JOB DESCRIPTIONS

- A. Every job position within the District shall have a written job description that includes:
 - 1. minimum qualifications;
 - 2. job responsibilities; and
 - 3. formal pay scale/salary ranges that match the quality of the desired applicant.
- B. The District shall perform periodic reviews of all current job descriptions and make adjustments accordingly.
- C. See <u>Appendix 7A</u> and <u>7B</u> for a sample job description template and sample questionnaire.

7.3 HIRING PROCESS

- A. The District should periodically perform a needs assessment to determine that the needs of the District are being met with the current budgeted positions of the District.
- B. This assessment shall be done each time a job becomes vacant to determine whether:
 - 1. existing employees' job duties can be modified to cover the vacant position; or
 - 2. there could be a cost/benefit of hiring a contractor to perform the functions instead of another *employee*.
- C. If it is determined that an *employee* is needed to meet the needs, a formal position *vacancy* should be opened.
- D. The District shall advertise/post⁴ the job *vacancy* for a minimum of three (3) days. The *vacancy* post shall include:
 - 1. job description, which includes pay range;
 - 2. application to be completed (see Appendix 7C); and
 - 3. instructions for submitting applications.
- E. Management shall review all applications.
 - 1. When *Management* determines that an applicant meets the minimum qualifications for the position, an interview should be scheduled.

⁴ The Parish can advertise District vacancies that are open for **more** than three (3) days upon request. Email the **job description and pay range**, **application**, and **instructions for submitting applications** to media@tpcg.org. Vacancies will be posted on TPCG's social media pages.

- 2. Management's focus should be on an applicant's qualifications. Management is not permitted to ask the candidate about religion, marital status, childcare arrangements, or sexual orientation during the interview.
- 3. An applicant cannot be disqualified based on race or gender.
- F. Once an applicant is selected, the proper paperwork and background checks should be performed to start the applicant's employment with the District. This should be done in two (2) separate appointments as described below (see <u>Appendix 7D</u> for sample documents.)
 - 1. **First appointment.** Complete the following paperwork and send candidate for pre-employment physical and *drug* and *alcohol* test, if applicable.
 - a. Local background check (see Appendix 7D(1))
 - b. Pre-employment Certification for the Substance Abuse Policy (see Appendix 7D(2))
 - 2. **Second appointment.** If information from the first appointment clears the candidate for employment, complete the following paperwork for hire.
 - a. Human Resources Employee Information
 - i. New Hire Cover Sheet (see Appendix 7D(3))
 - ii. Temporary Employment Acknowledgment Form (part-time/temporary employees only) (see Appendix 7D(4))
 - iii. Overtime Requirement Acknowledgment Form (see Appendix 7D(5))
 - iv. Direct Deposit Enrollment Form (see Appendix 7D(6))
 - v. Emergency Contact Form (see Appendix 7D(7))
 - b. Required Federal and State Information
 - i. U.S. Citizenship and Immigration Services Form I-9⁵
 - ii. U.S. Income Tax Employee's Withholding Certificate on IRS Form W-4⁶
 - iii. Louisiana State Income Tax Employee Withholding Exemption Certificate on La Form L- $4 (R-1300)^7$
 - c. Risk Management Insurance Information
 - i. Medical Records Authorization Form (see Appendix 7D(8))
 - ii. LA OWCA Second Injury Board Knowledge Questionnaire⁸
 - iii. Driver Questionnaire, if applicable (see Appendix 7D(9))
 - d. Group Health Insurance Information for full-time, permanent employees only, if applicable
 - i. Benefits Packet for Current Year (see Appendix 7D(10))
 - ii. Benefits Selection Agreement and Enrollment Form (see Appendix 7D(11))
 - e. Retirement Information for full-time, permanent employees only, if applicable
 - i. Parochial Employees' Retirement System (PERS) of Louisiana Summary of Principal Features⁹
 - ii. PERS Plan B Enrollment Form¹⁰
 - iii. PERS Forfeiture of Retirement Benefits Form¹⁰
 - iv. PERS Age 55 Opt Out Form¹⁰
 - f. Provide a copy of the following
 - i. Job Description (see Appendix 7A)
 - ii. Mandatory Ethics Training Requirement Flyer (see Appendix 7D(12))

⁵ The current **USCIS Form I-9** can be found at <u>uscis.gov/i-9</u>.

⁶ The current **IRS Form W-4** can be found at <u>irs.gov</u>.

⁷ The current **Louisiana Form L-4 (R-1300)** can be found at <u>revenue.louisiana.gov</u>.

⁸ The current **Louisiana OWCA SIB Questionnaire** can be found at <u>laworks.net</u>.

⁹ The current **Summary of Principal Features** can be found at persla.org.

¹⁰ The current Personal History – Plan B (Plan B Enrollment), Forfeiture of Retirement Benefits, and Age 55 Opt Out forms can be found at persla.org.

7.4 PROBATION

The purpose of the *probationary period* is for *management* to closely observe and evaluate the work and fitness of *employees*. *Management* shall retain only those *employees* who meet acceptable standards during the *probationary period*.

- A. Upon employment, all *employees* shall be required to successfully complete a minimum probationary period of one hundred and eighty (180) days and have a satisfactory formal evaluation in accordance with subsection C to be considered a *permanent employee*.
- B. An *employee* may be terminated at any time during the *probationary period* when *management* determines the *employee's* fitness and/or quality of work do not merit continuation in the position.
- C. Prior to the end of the *probationary period, management* shall conduct a formal performance evaluation (see <u>Appendix 7E</u> for a sample Probationary Performance Evaluation form) to determine whether the *employee* meets the acceptable standards of their position to become a *permanent employee*.

7.5 TIME AND ATTENDANCE

- A. Each *employee* should be provided with their expected weekly schedule (time to report, time to leave, breaks, lunch time).
- B. Each *employee* shall complete and sign a time sheet (see <u>Appendix 7F</u> for a sample). The time sheets should be prepared weekly and include:
 - 1. name of employee;
 - 2. dates;
 - 3. daily hours worked (beginning and ending work times, breaks and lunch times, and any leave taken if applicable);
 - 4. employee's signature; and
 - 5. *supervisor's* signature approving time.
- C. Approved Absence Request forms shall be attached when applicable.

7.6 LEAVE

- A. The District may choose to adopt the Parish Leave Policy (Appendix 7G) or one of their own for their employees.
- B. Regardless of the policy adopted, the following procedures shall be followed:
 - 1. An Absence Request form (see <u>Appendix 7H</u> for a sample) shall be completed by the *employee* and approved by the *employee's supervisor* before the leave is taken. *Sick leave* forms may be submitted when the *employee* returns from their absence.
 - 2. All approved forms shall be maintained on file at the District's office.
- C. The District shall maintain written records to support the amount of leave earned and used by each *employee*. This should be reviewed periodically by *management* to ensure that there is no abuse of the leave policy.

7.7 ABSENCE

- A. The Family Medical Leave Act (FMLA) provides for twelve (12) weeks of unpaid leave for eligible *employees* under a covered employer for serious health conditions within a twelve (12)-month period. This Act also provides an additional twenty-six (26) weeks of unpaid leave relating to military services.
- B. The employee should contact management to obtain the appropriate forms to be completed.
- C. Civil leave may be granted to an employee for jury duty, a summons, or a subpoena.
 - 1. Jury duty for the duration of the service upon presentation of proof of such duty
 - a. An *employee* who receives notice of jury duty must notify their *supervisor* as soon as possible so arrangements may be made to cover their position.

- b. An *employee* on jury duty will be expected to work as much of their regularly scheduled shift as the jury duty schedule permits, to the extent that combined time on jury duty and at work does not exceed the *employee's* normal workday.
- 2. Summons or subpoena to appear before any court, grand jury, or other public body or commission, except as a plaintiff or defendant
 - a. An *employee* who receives a summons or subpoena must provide proof of the summons or subpoena and notify their *supervisor* as soon as possible so arrangements may be made to cover their position.
 - b. An *employee* going to court on a personal nature, such as divorce or initiating or defending personal lawsuit, will be required to use personal leave to be paid for time lost from the job.
- 3. *Civil leave* taken shall not be considered time worked for purposes of determining *overtime* hours in excess of a normal workweek.
- D. Voting Time: The District encourages *employees* to exercise their right to vote. However, when the polls are open other than the normal workday, *employees* are expected to vote during non-working hours.
- E. Military Leave
 - 1. Any *full-time*, *permanent employee* who is absent from work for service in the uniformed services of the United States military shall be entitled to all the benefits and protections of the Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. §4301), Louisiana's Military Service Relief Act (MSRA) (La. R.S. 29:401), and any other applicable federal or state law.
 - 2. Full-time, permanent employees who are members of the National Guard or any reserve component of the armed forces of the United States military who are called into service, whether in field training or encampment, or to duty with troops for field exercise or instruction shall be entitled to leave with pay up to the amount of fifteen (15) workdays during any one (1) calendar year.
 - 3. Any questions regarding the applicability of this policy or any federal or state law regarding *military leave* shall be directed to *management*.
 - 4. *Military leave* taken shall not be considered time worked for purposes of determining *overtime* hours in excess of a normal workweek.

7.8 EMERGENCY EVENT

It is the policy of the District to follow the Parish's policy regarding emergency events.

- A. The Parish President may deem a workday or a portion of a workday an *emergency day* which will require *employees* to remain at home or be required to return home from work.
- B. Workdays may be deemed *emergency days* for purposes of this policy for emergencies or disasters (manmade or natural), such as severe weather, electrical outages, or other dangerous situations.
- C. Should the Parish President deem a workday an emergency day, the following policy shall be observed:
 - 1. Essential *employees* shall be designated by *management* at the beginning of each event, and a list shall be submitted to the Parish President, Director of Homeland Security and Emergency Preparedness, and *CFO*.
 - 2. In the event of an *emergency day* declared by the Parish President, all essential *employees* must report in the manner required by the District for further instruction. Any essential *employee* who fails to report on an *emergency day* shall be subject to disciplinary action.
 - 3. In the event the Parish President designates an *emergency day* as only affecting an isolated area of the government, only those *employees* will be compensated in accordance with <u>Section 7.12</u>. Unless otherwise declared by the Parish President, an *emergency day* shall not be the same as a declaration of emergency or disaster pursuant to the Louisiana Homeland Security and Emergency Assistance and Disaster Act.

- 4. Once an *emergency day*, for purposes of the policy, is declared to have ended by the Parish President, all *employees* are expected to return to work. Those *employees* not returning to work or those unable to return to work will be required to use personal leave, *compensatory time*, or leave without pay.
- D. Management may deem an employee essential for any emergency as needed for the District.

7.9 OVERTIME

- A. The District shall follow the U.S. Fair Labor Standards Act (FLSA), as may be amended, which requires *overtime* compensation for *non-exempt employees* who physically work over forty (40) hours in a workweek at a rate not less than one and one-half (1.5) times their regular rate of pay.
- B. Exempt employees shall not be entitled to overtime compensation.
- C. The following shall not be considered time worked for purposes of determining *overtime* entitlement under the FLSA: *personal leave, sick leave, compensatory time, holiday benefit, emergency day benefit, parental leave, military leave, civil leave,* short-term disability, workers' compensation, *administrative leave,* and leave of absence without pay.

7.10 COMPENSATORY TIME

- A. In accordance with the FLSA and as a last resort due to budgetary constraints on the District, all *non-exempt employees* may accrue up to sixty (60) hours of *compensatory time* as approved for the District.
- B. An *employee* shall be permitted to use accrued *compensatory time* after it is requested if it would not unduly disrupt the operations of the District.
- C. All requests to use compensatory time shall be directed to the employee's supervisor for approval.
- D. An *employee* may be required to use *compensatory time* prior to using personal leave, sick leave, or any type of leave without pay.
- E. Employees shall be compensated for all accrued compensatory time upon termination of employment.
- F. *Management* shall keep records of all *compensatory time* earned and used by *employees* in accordance with federal law.

7.11 HOLIDAY COMPENSATION

The following compensation policy shall be observed for District holidays.

A. Hourly employees

- 1. *Holiday benefit*. For the hours they would normally be scheduled to work if the day were not a *holiday*, but not to exceed eight (8) hours, *employees* shall be paid at their regular rate of pay.
- 2. **Holiday regular allowance**. For hours worked that do not require *overtime* compensation, *employees* shall be paid at one and one-half (1.5) times their regular rate of pay for hours worked.
- 3. *Holiday overtime* allowance. For hours worked that require *overtime* compensation, *employees* shall be paid at two (2) times their regular rate of pay for hours worked.

B. Salaried employees

- 1. *Holiday benefit*. For the hours they would normally be scheduled to work if the day were not a *holiday*, but not to exceed eight (8) hours, *employees* shall be paid at their regular rate of pay.
- 2. Holiday regular allowance. Exempt employees are not eligible for holiday regular allowance.
- 3. *Holiday overtime* allowance. *Exempt employees* are not eligible for *holiday overtime* allowance.
- C. Holiday benefit shall not be considered time worked for purposes of determining overtime entitlement under the FLSA.
- D. Part-time employees are not eligible for holiday benefit and holiday overtime allowance.

7.12 EMERGENCY COMPENSATION

Should the Parish President deem a workday an *emergency day* in accordance with Section 7.8, the following compensation policy shall be observed:

A. Hourly employees

- a. *Emergency day benefit*. For the hours they would normally be scheduled to work if the day were not an *emergency day, employees* shall be paid at their regular rate of pay.
- b. **Emergency regular allowance.** For hours worked that do not require *overtime* compensation, *employees* shall be paid at one and one-half times their regular rate of pay for hours worked.
- c. **Emergency overtime allowance.** For hours worked that require overtime compensation, employees shall be paid at two (2) times their regular rate of pay for hours worked.
- B. Hourly *employees* are prohibited from working over sixteen (16) hours in a twenty-four (24) hour period without *management* approval.
- C. Salaried *employees*
 - 1. **Emergency day benefit.** For the hours they would normally be scheduled to work if the day were not an emergency, *employees* shall be paid at their regular rate of pay.
 - 2. **Emergency regular allowance.** For the first eight (8) hours worked, the *employee* will earn one (1) hour of personal leave for every hour worked. For the second eight (8) hours worked, the *employee* will be paid one and one-half (1.5) times their equivalent hourly rate of pay for every hour worked.
 - 3. **Emergency overtime allowance.** Exempt employees are not eligible for holiday overtime allowance.
- D. Salaried employees shall not be compensated more than sixteen (16) hours in a twenty-four (24) hour period.
- E. *Emergency day benefits* shall not be considered time worked for purposes of determining *overtime* entitlement under the FLSA.
- F. The District shall not be obligated to pay more than ten (10) days under the terms of this policy without formal extension from the Parish President.

7.13 PERSONNEL FILES

- A. Personnel files should include the following as applicable:
 - 1. Employment application form that includes background information
 - 2. Educational achievement documentation
 - 3. Job description signed by employee
 - 4. Authorized salary/pay rate and increases/decreases
 - 5. Promotion documentation
 - 6. *Employee*-authorized deductions
 - 7. Direct deposit forms
 - 8. Retirement system forms
 - 9. Income tax withholding forms
 - 10. Performance appraisals
 - 11. Annual certification forms
 - 12. Disciplinary action documentation
- B. The District must maintain U.S. Citizenship Immigration Services Form I-9 for each individual hired. The Form I-9 must be retained by the employer and be available for inspection by authorized U.S. Government officials from the Department of Homeland Security, Department of Labor, or Department of Justice.

7.14 PAYROLL PROCESSING

- A. The District may choose to utilize the Parish Payroll Department to process payroll. At that time, the District will follow the procedures in the Parish Personnel Policy Manual.
- B. If the District chooses to process their own payroll, they shall observe the following:
 - 1. All *employees* shall be paid biweekly unless otherwise provided by law.
 - 2. If a holiday falls on the scheduled payday, payment is issued on the preceding day.
 - 3. Time sheets must first be approved and signed by *management*, then submitted to the accountant for District *employees* to be paid.
 - 4. The *accountant* shall review time sheets for accuracy and appropriate approvals and then process the payroll through their accounting system.
 - 5. A payroll report should be generated to show all changes made to payroll data (*employees* added/deleted and pay rate changes) as well as the total for each *employee* for this specific pay period.
 - 6. The payroll report should be reviewed and approved by the *Board* Chair for the following:
 - a. Confirmation that any undocumented or improper changes to the payroll data have been investigated and resolved.
 - b. Confirmation that improper payments are not being issued to terminated *employees* and any *termination* payments have been properly approved.
 - c. Confirmation that proper payment is being made to employees based on approved time sheets.
- C. The *accountant* should schedule recurring payments and reports (payroll taxes, retirement, insurance) to minimize the risk of missing a deadline for payment and/or filing.
- D. Access to the payroll accounting system should be limited to the accountant. It is highly recommended that all employees receive direct deposits for payroll, but if checks are written, blank payroll checks should be locked in the District accountant's office and kept separate from other checks.

7.15 PERFORMANCE EVALUATIONS

- A. The District shall require, at minimum, an annual performance evaluation of all employees.
- B. The specific objectives of performance evaluations include:
 - 1. motivating and guiding *employees* (discussing significant strengths and areas needing improvement in a positive, constructive manner);
 - 2. identifying training resource needs;
 - 3. providing a record of employee progress;
 - 4. providing a means of recommending employees for reduction in force;
 - 5. providing a means to assist management in making merit salary determinations; and
 - 6. providing a record of *employee's* prior performance.
- C. Performance evaluations shall be prepared by the *employee's supervisor*, reviewed and signed by the next higher member of *management*, then discussed with the *employee* in private.
- D. At the conclusion of the evaluation, the *employee* shall be required to sign the evaluation indicating that the evaluation was completed and discussed with them.
- E. Signing the evaluation will indicate neither agreement nor disagreement with the evaluation.
- F. Appendix 71 is an example of a performance evaluation.

7.16 NON-DISCIPLINARY SEPARATION

- A. *Employees* who plan to voluntarily terminate their employment shall notify their *supervisor* at least two (2) weeks in advance of the effective date of *termination* with a formal letter of resignation. Failure to give proper notification may make the individual ineligible for rehire.
- B. *Management* may, at its discretion, relieve an *employee* who resigns from the duties of their position immediately.

- C. Upon termination, the employee:
 - 1. must surrender their identification card, keys, uniforms, and District equipment or the *employee* shall be required to reimburse the District for any missing items;
 - 2. shall be compensated for any unused compensatory time in accordance with Section 7.10;
 - 3. shall be compensated for any unused personal leave in accordance with the District's adopted policy; and
 - 4. may be requested by *management* to complete an exit interview.
- D. A person who resigned in good standing may be rehired in any open position for which they are qualified.

7.17 EMPLOYEE CONCERNS

Employees are permitted to express any concerns or complaints they may have with regards to their treatment or conditions on the job. *Retaliation* shall not be taken against any *employee* for submitting a concern in good faith.

- A. The *employee* must bring their concern to their *supervisor*. If the *employee* does not feel it would be appropriate to report to that person, they must report to next higher member of *management*.
- B. *Management* shall document the concern in writing in a supervisory file. *Management* shall study the concern, attempt to resolve it, and document the resolution and any action taken in the supervisory file.
- C. If the *employee* feels *management*'s decision does not resolve the concern, the *employee* may report the concern to the next higher levels of *management*, through the chain of command, with the last report being to the *Board*. *Management* at each level of command shall document the concern, resolution, and action in a supervisory file.
- D. Employees abusing this policy or making false reports shall be subject to disciplinary action.

7.18 GROUNDS FOR DISCIPLINARY ACTION

- A. *Employees* may be subject to disciplinary action and/or dismissal for any of the following offenses:
 - 1. being tardy or absent without authorization;
 - 2. being tardy or absent excessively;
 - 3. engaging in horseplay, scuffling, etc.;
 - 4. threatening, intimidating, coercing, or interfering with fellow *employees* (assault);
 - 5. fighting, provoking, or instigating a fight (battery);
 - 6. making false, vicious, demeaning, prejudicial, or malicious statements;
 - 7. performing work without authorization of the *supervisor*;
 - 8. causing loss of material due to carelessness;
 - 9. wasting time or performing personal work on District time;
 - 10. using a mobile device excessively;
 - 11. initiating or receiving personal phone calls or electronic messages excessively;
 - 12. leaving place of work without permission;
 - 13. gambling during working hours;
 - 14. violating a safety regulation;
 - 15. deliberately acting carelessly while affecting personal safety or safety of others;
 - 16. soliciting outside contributions without approval of Administration while on District time or premises;
 - 17. distributing any material without approval of Administration while on District time or premises;
 - 18. refusing to perform properly assigned work by a *supervisor*, deliberately delaying or restricting work production, or inciting others to delay or restrict work output;
 - 19. mismanaging resources;
 - 20. sleeping on the job;
 - 21. engaging in insubordination;

- 22. misusing, destroying, or damaging property;
- 23. willfully falsifying, destroying, damaging, defacing, obstructing, or stealing any District objective or property (sabotage);
- 24. engaging in theft;
- 25. engaging in sexual harassment or *retaliation* against any *employee* or directed at any person associated with Parish business;
- 26. disclosing another *employee's* personal or private information obtained during the course of employment, investigation, grievance, or other work-related cause;
- 27. bringing or consuming *alcoholic beverages* or controlled dangerous substances onto District premises or entering Parish premises under influence of such substances;
- 28. engaging in willful, malicious, or indecent conduct including the use of profane or vulgar language.
- 29. carrying or possessing a firearm while in the scope of employment or carrying or possessing a firearm in a Parish vehicle at any time. (This does not apply to those *employees* who are authorized and/or required to carry firearms such as police officers.);
- 30. any other just cause as defined by management; and/or
- 31. any violation of the policies contained in this Manual.

This list is not intended to be all-inclusive. Its primary purpose is to identify the standards of performance/conduct that are expected and required for the benefit of all *employees*. The District shall investigate and respond to all complaints regarding violations of the standards.

- B. Formal disciplinary action taken shall be consistent with the nature of the deficiency or infraction involved and the record of the *employee*.
- C. An *employee* may be placed on disciplinary probation based on the severity or number of offenses in a period of time as determined by *management*.
- D. The District shall utilize four (4) basic classifications of disciplinary action.
 - 1. **Employee** counseling or oral reprimand. The *employee* is counseled by a member of *management* following a minor offense to eliminate possible misunderstandings and to explain what constitutes proper conduct, all of which is documented in the *employee's* file.
 - 2. **Written reprimand.** The *employee* receives written notice of discipline following intentional or repeated minor offenses. The purpose of this written reprimand is to make certain that the *employee* is fully aware of the misconduct they have committed and what is expected, thereby enabling the *employee* to avoid a reoccurrence of the incident.
 - 3. **Suspension.** In the interest of good discipline, a *supervisor suspends* an *employee* without pay. The purpose of a *suspension* is to make certain that the *employee* understands the seriousness of the misconduct and that further misconduct will most likely result in *dismissal* from the District.
 - 4. **Dismissal.** The *employee* is dismissed as the result of a serious offense or the final step in the accumulation of minor offenses.
- E. Any time that any or all the basic classifications of disciplinary actions are taken, the *employee's* file shall be noted. See <u>Appendix 7J</u>.

SECTION 8. RISK MANAGEMENT

- A. The District has adopted the parish-wide minimum insurance requirements.
- B. The District has also adopted minimum insurance requirements for professionals, vendors, contractors, or any persons using a recreational facility for an organized event.
- C. When preparing agreements with contractors, vendors, and professional service providers, the District shall send a draft of the agreement to the Parish Risk Management Department who can verify that all minimum requirements and other provisions are included as needed. These requirements can be found in <u>Appendix 8A</u>.
- D. The District also has special requirements for special events being held on the District's property (see <u>Appendix 8B</u>).

Contact the Parish Risk Management Department with any questions at 985-873-6470.

SECTION 9. LEGAL DEPARTMENT

- A. The District utilizes the Parish's legal department when needed, which includes all Parish-appointed assistant attorneys.
- B. The District also uses standardized agreements as prepared and amended by the Parish legal department. This includes, but is not limited to, use, rental, concession, and other agreements which are provided in <u>Appendix</u> 9A.
- C. At any time, if the District determines it needs to engage an attorney who is not from the Parish legal department, it must get the approval of the *Council* first.
 - 1. The request for approval must be sent in writing to the Council and CFO.
 - 2. The request will be submitted to the *Council* for review.
 - 3. If no response is provided by the *Council* within thirty (30) days of request, it shall be deemed approved.

SECTION 10. PUBLIC RECORDS

The Public Records Law is found in La. R.S. 44:1, et seq., which provides for the maintenance and disclosure of public records.

The Public Records Law is meant to ensure that public documents are preserved and open to view by the public.

10.1 PUBLIC RECORDS

- A. Public Records include all the following, including copies, duplicates, photographs, or other reproductions:
 - 1. Books
 - 2. Records
 - 3. Writings
 - 4. Accounts
 - 5. Letters and letter books
 - 6. Maps
 - 7. Drawings
 - 8. Photographs
 - 9. Cards
 - 10. Tapes
 - 11. Recordings
 - 12. Memoranda
 - 13. Papers
 - 14. Documentary materials (regardless of physical form or characteristics and including information contained in electronic data processing equipment)
 - * This list is illustrative and not exclusive.
- B. The documents must have been used/in use or prepared, possessed, or retained for use in the following:
 - 1. Conducting, transacting, or performing any:
 - a. Business
 - b. Transaction
 - c. Work
 - d. Duty
 - e. Function
 - 2. Conducted, transacted, or performed:
 - a. by or under the authority of the constitution or laws of the state; or
 - b. by or under the authority of any ordinance, regulation, mandate, or order of any public body.
- C. Concerning the receipt or payment of any money received or paid by or under the authority of the constitution or laws of the state:
 - 1. Records regarding public funds are public records; therefore, right to inspection of non-public foundations exists if inspection is limited to records regarding the public funds.
- D. Documents that may otherwise be public records are exempted from inclusion if the Louisiana Constitution provides an exemption. Documents may also be statutorily exempted in Title 44 Chapter 1 of the Louisiana Revised Statutes.

10.2 PUBLIC RECORDS CUSTODIAN

- A. The District shall appoint a public records custodian.
- B. The contact information of the *public records custodian* shall be made available to the public in a manner that will allow a member of the public to quickly determine the appropriate person to whom a public records request should be submitted.
- C. The *public records custodian* shall consult with the Parish's or District's legal department on all public records requests to ensure all applicable laws and exemptions are being followed.

10.3 PUBLIC RECORDS REQUESTS

- A. All public records requests must be in written form.
- B. The District shall have a Public Records Request form readily available to the public. See <u>Appendix 10A</u> for a sample.
- C. The *public records custodian* must authorize any examination of public records other than during regular office or working hours.
 - 1. If the examination is made after regular office or working hours, the *employee* designated to represent the custodian during such examination shall be entitled to *overtime* compensation.
 - 2. The *public records custodian* must receive, in advance, the *overtime* pay required to have an *employee* present from the person examining such records during other than regular office or working hours.
- D. Copies of public records shall be furnished to a person so requesting at a fee of twenty-five cents (\$0.25) per page, except as otherwise provided. Copies of public records may be furnished without charge or at a reduced charge to low-income citizens.

SECTION 11. PURCHASING GUIDELINES

Purchases and disbursements require appropriate checks and balances; therefore, more than one (1) individual should be involved in the purchasing and disbursement functions. Any personal use or misappropriation of assets of the District shall result in *termination* of employment and possible legal action.

The District shall utilize the Parish Purchasing Department to the greatest extent possible for their purchasing. The District shall always utilize the Parish Purchasing Department when making a purchase with federal money to ensure the federal guidelines are being followed.

The following guidelines are used by the District when not utilizing the Parish Purchasing Department to ensure that the District is:

- receiving required goods and services at the time/place needed in the proper quantity and quality;
- complying with all laws, regulations, and procedures related to public purchasing;
- purchasing materials and services for the District's use at the maximum end-use value per dollar spent; and
- disposing of, to the best advantage, all material and equipment declared to be surplus or obsolete.

11.1 GENERAL GUIDELINES

A. Local Buying

- 1. It is the desire of the District to secure materials, supplies, commodities, and services from local vendors whenever possible.
- 2. The District has a responsibility to its residents to ensure that the maximum value is obtained for each public dollar spent.
- 3. It is assumed that local vendors wishing to do business with the District will offer the best value for the item(s) being purchased.

B. Planning

- 1. Planning for purchases should be done on both short- and long-term basis.
- 2. Small orders and last-minute purchases should be minimal.
- 3. Purchasing of goods and services in larger (bulk) quantities enables the District to receive maximum discounts. This is beneficial if storage and consumption indicates feasibility of bulk purchases.

C. Budgets

- 1. No purchase shall be authorized that would result in the District going over budget for that expense account.
- 2. If a purchase will result in the District being over budget, the accountant will be immediately notified so a budget amendment can be prepared accordingly.

D. Consolidation and Bulk Purchasing

1. The District will consider joining other Districts to consolidate purchases of like or common items (e.g., playground equipment and park amenities) to obtain the maximum economic benefits and cost savings, and to explore the possibility of buying in bulk to take advantage of possible quantity discounts.

E. Bribery

- 1. Vendors offering bribes and District *employees* accepting bribes are not acceptable and will result in immediate *termination* for the *employee* and immediate disbarment of the vendor doing current or future business with the District.
- 2. Bribery in any form represents malfeasance in office and that public funds are being mismanaged.

F. Sales Tax

1. The District is exempt from local and state sales tax and shall provide vendors with taxation information/certificates upon request.

G. Personal Purchases

- 1. Purchases for *employees* by the District are prohibited.
- 2. District *employees* are also prohibited from using the District's name or the *employee's* position to obtain special consideration in personal purchases.
- 3. Prohibited personal purchases include gifts; flowers; *alcohol*; membership dues for civic or charitable organizations; luncheons; banquets and parties; and similar functions.

11.2 PROCUREMENT POLICY

The District follows the Louisiana Public Bid Law, ¹¹ which includes the following:

A. Public Works

- 1. Law applies to contracts for public works by public entities using public funds.
- 2. Includes construction, remodeling, drainage structures, utilities, and improvements.
- 3. The law becomes applicable when the total cost of a project, including labor and materials, exceeds two hundred and fifty thousand dollars (\$250,000). 12
- 4. Jobs valued at less than two hundred and fifty thousand dollars (\$250,000) may be done by force account using regular *employees*.
- 5. Public entity may provide labor necessary for the maintenance of public works once constructed without seeking bids.
- 6. Public works projects over fifty thousand dollars (\$50,000) require the use of state licensed contractors and subcontractors.

B. Materials and Supplies

- 1. Law applies to purchases of materials and supplies, which includes equipment, vehicles, supplies, and other moveable property.
- 2. Law does not apply to services, professional or otherwise.
- 3. This law does not apply to pure leases but does apply to leases where there is an option to obtain title at any time (lease purchase).
- 4. There are no statutory procedures specified for purchases below ten thousand dollars (\$10,000); refer to Appendix 11A for purchasing guidelines for these items.
- 5. Purchases between ten thousand dollars (\$10,000) and thirty thousand dollars (\$30,000) require obtaining no less than three (3) telephone or written quotations on the same specification.
- 6. Purchases exceeding thirty thousand dollars (\$30,000) require advertisement and awarding to the low responsive and responsible bidder based on timely received bids.
- 7. See Appendix 11A for purchasing guidelines and Appendix 11B for a quote tabulation form.

C. Division of Purchases or Projects

- 1. Under no circumstances shall there be a division or separation of any purchase or public works project into smaller purchases or projects which said division or separation results in the avoidance of the bid process.
- 2. The law explicitly prohibits the separation or division of purchases or projects to circumvent the public bid process.

D. Advertising

- 1. Advertising of a bid solicitation is required once procurement meets the bid threshold.
- 2. Advertisement must appear in the official journal (newspaper).
- 3. Complete plans and specifications must be available on the date of the first advertisement and until twenty-four (24) hours before the bid opening date.

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¹¹ LA R.S. 38:2211-2296.

¹² The Office of Facility Planning and Control (OFPC) within the Division of Administration will resume adjusting the statutory contract limit in 2025 by an amount not to exceed the annual percentage increase in the CPI in the preceding year.

- 4. The advertisement must indicate where detailed specifications can be obtained and when and where bids will be received and opened.
- 5. Advertising for the purchase of materials and supplies must be published at least twice, beginning at least fifteen (15) days before bids are to be received.
- 6. Advertising for public works must be published once a week, for three (3) different weeks, with the first ad appearing at least twenty-five (25) days before the bid opening date and not on a Saturday, Sunday, or other legal *holiday*.
- 7. No addendum shall be issued within seventy-two (72) hours of the bid opening, excluding weekends and legal *holidays*, without the extension of the bid opening. Extension of at least seven (7) but no more than twenty-one (21) working days is required but re-advertising is not required.
- 8. An addendum on a public works contract is issued within seven (7) days of the bid opening or any extension thereof, then the public entity shall transmit a copy of the addendum within twenty-four (24) hours to all prime bidders who have requested bid documents and may be transmitted by fax, email, or in person provided the prime bidders provided necessary information. If the addendum cannot be transmitted to all prime bidders, the bid opening shall be postponed at least seven (7) days. The addendums shall also be sent to all prime bidders by regular mail.

E. Delivery of Bids

- 1. Bids may be delivered one (1) of three (3) ways:
 - a. in person by the bidder or their agent (a written receipt shall be handed to the deliverer);
 - b. registered or certified mail with a return receipt requested; or
 - c. electronically.

Bids, including those that are delivered in person, shall not be accepted on days that are recognized as *holidays* by the United States Postal Service.

F. Electronic Bidding

- 1. Contractors/vendors shall be provided the option to submit bids for public contracts through a uniform and secure electronic interactive system.¹³
- 2. The District shall make the appropriate provisions necessary for the acceptance of electronic bids for all purchases requiring competitive bidding.
- 3. Any special condition or requirement for the submission shall be specified in the advertisement for bids.
- 4. Use of the electronic bidding option through services such as Central Bidding¹⁴ does not eliminate the newspaper advertisement requirements for public works or for material and supplies.
- 5. The exemptions from requiring public entities to accept electronic bid submission for materials and supplies include:
 - a. public entities that are currently without available high-speed Internet access until high-speed Internet access becomes available;
 - b. any parish with a police jury form of government and a population of fewer than twenty thousand (20,000);
 - c. any city or municipality with population of fewer than ten thousand (10,000); and
 - d. any special service district created by a police jury form of government that is unable to comply without securing and expending additional funding.
- 6. Public entities shall have the option to require that all bids be submitted electronically for any competitive bid let out¹⁵ for public bid.

¹³ The standards for the receipt of electronic bids by the Office of the Governor, Division of Administration, and the Office of Information Technology shall be followed.

¹⁴ Processed through Central Auction House at <u>centralauctionhouse.com</u>.

¹⁵ Letting or "let" means the process of receiving bids prior to any award of a contract for any portion of the project.

G. Opening of Bids

- 1. Bids must be opened at the time and place indicated in the advertisement.
- 2. Bids that do not arrive at the designated place by the appointed time cannot be considered and should not be opened. They should be marked with the time received and returned unopened to the bidder.
- 3. Sealed bids must be publicly opened and read aloud.
- 4. The bidder's name, bid amount(s), and/or the contractor's license number are generally the only information disclosed at the bid opening.
- 5. Bids received are public records and are subject to inspection and copying, but precautions should be taken to avoid tampering.
- 6. No comments should be made at bid opening about the bids or the award.
- 7. See <u>Appendix 11C</u> for a sample Bid Opening Summary Form.

H. Bid Evaluation

- 1. Award should be made, and the purchase order and/or contract document should be issued only after careful review of the apparent low bidder's responsiveness and responsibility.
- 2. Rejecting a bid because of unresponsiveness requires only that the bidder be informed why the bid was rejected.
- 3. Bids rejected for lack of responsibility requires notice to be given to the bidder and the opportunity for a hearing.
- I. Waiver of informalities is virtually impossible.

J. Preference

- 1. There is no preference for Louisiana vendors, only for Louisiana products.
 - a. LA R.S. 38:2225 requires that if an out-of-state bidder is low, a Louisiana bidder may be given the job (public works) if the home state of the out-of-state bidder gives him a preference in his own state and the Louisiana bidder is within the margin of that state's preference for its own state bidders.
 - b. LA R.S. 38:2251 relates to the preference for Louisiana products. Agricultural and forestry products grown, manufactured, or processed in Louisiana are entitled to a mandatory ten percent (10%) price preference over products produced elsewhere. For all other products purchased, the Parish may choose to allow a bidder offering a Louisiana product and whose price is within ten percent (10%) of the low bid to receive the award if the bidder is willing to sell their product at the low bid price.

K. Withdrawal, Cancellation, and Award

- 1. A bid may be withdrawn by the bidder if done by affidavit within forty-eight (48) hours of bid opening, but only for patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors.
- 2. A bid solicitation may be cancelled for any reason before bid opening. After bids are opened, they may only be cancelled for just *cause*. ¹⁶

L. Contract Award

- 1. LA R.S. 38:2215 provides that within forty-five (45) days of bid opening the political subdivision must:
 - a. award the contract to the lowest responsible bidder;
 - b. reject all bids for just cause; or
 - c. extend deadline by mutual consent with lowest responsible bidder.
- 2. Failure to do one of these can result in a mandamus¹⁷ by the court to grant a contract to the lowest responsible bidder, even though the political subdivision has other plans or problems.

¹⁶ Includes unavailability of sufficient funds for the project or purchase, all bids come in over budget, substantial change in scope or design of project; or decision not to go forward with the project for at least twelve (12) months.

 $^{^{17}}$ A judicial writ issued as a command to an inferior court or ordering a person to perform a public or statutory duty.

M. Bonds and Recordation

- 1. R.S. 38:2216 calls for a performance bond (not less than fifty percent (50%) of contract).
- 2. R.S. 38: 2218 deals with bid bonds and other forms of bid security (five percent (5%) for public works).
- 3. R.S. 38: 2219 describes who can write bonds.
- 4. R.S. 38: 2241 deals with payment bonds (not less than fifty percent (50%) for contracts of twenty-five thousand dollars (\$25,000) or more).
- 5. Public works contracts of five thousand dollars (\$5,000) or more must be reduced to writing.
- 6. Public works contracts of twenty-five thousand dollars (\$25,000) or more must be recorded in the official mortgage records of the Clerk of Court.
- N. Change orders must be authorized within the scope of the contract for all public works contracts. There is no dollar or percentage limit on the size of a change order, but it must be within the scope of the contract. A delete change order may be used under some circumstances to bring a low bid that is over budget within the budget or available funding.

11.3 PROTEST PROCEDURE

This section applies to any person who is aggrieved in connection with the solicitation or award of a contract bid in accordance with the Louisiana Public Bid Law, at LA R.S. 32:2211 et seq.

A. Types of Protest

- 1. **Protest of Solicitation.** For example, solicitation protests often stem from allegations of unduly restrictive specifications, which limit the source(s) that can comply with all the specifications as written.
- Protest of an Award. Award protests generally arise where an aggrieved party alleges that the award
 was made to a bidder that did not meet or comply with all the specifications and the Louisiana Public
 Bid Law.

B. Timelines

- 1. **Protest of Solicitation.** Protests with respect to a solicitation shall be submitted in writing at least two (2) days prior to the opening of bids.
- 2. **Protest of an Award.** Protests with respect to the award of a contract shall be submitted in writing within fourteen (14) days of the contract award.
- 3. **Procedure.** Protests shall be submitted to the *Board* Chairman. The protest shall clearly set out the reason for protest. The District's legal department will be notified immediately of all potential or pending protests.

C. Effects of Protest

- 1. **Protest of Solicitation.** If a timely protest is received, the bids shall be impounded and cannot be opened until the protest has been resolved. Specifications cannot be protested after bids are opened.
- 2. **Protest of an Award.** If a timely protest is received, the award shall be stayed until the protest has been resolved, unless the bid is declared as an emergency.

D. Authority to Resolve Protests

1. The *Board* Chair or his designee shall have authority, prior to the commencement of an action in court concerning the controversy, to review a protest of an aggrieved bidder concerning the solicitation or award of a contract. This authority shall be exercised in a manner which is consistent with the Louisiana Public Bid Law.

E. Decision

- 1. If the protest is not resolved by mutual agreement, the *Board* Chair or their designee shall issue a decision in writing within fourteen (14) days. The decision shall:
 - a. state the reasons for the action taken; and
 - b. inform the protestant of its right to judicial review as provided by law.

- 2. Notice of Decision. A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- 3. Finality of Decision. A decision under Subsection D of this section shall be final and conclusive.

11.4 CONTRACTING OUT SERVICES

- A. The District may contract out services to third parties (e.g., engineering, accounting, payroll, grass collection, cleaning services, etc.).
- B. The District shall consider the following when determining if the service should be contracted out:
 - 1. Are contracted services necessary or needed?
 - 2. Is contracting out services the most cost-efficient manner for accomplishing the objectives?
- C. The Public Bid Law does not require services (professional or otherwise) to be bid. However, a competitive atmosphere ensures that fees paid for services are cost-effective.
 - 1. The District should consider using Requests for Proposals (RFP) for contracting for services.
 - 2. An RFP has the advantage of allowing the use of evaluation factors, other than price, in making the award.
 - 3. The criteria and point value must be set forth in the RFP.
- D. The contract should provide for the specific service to be performed.
- E. Contracts providing services that are general in nature or open-ended should be avoided.
- F. All contracts should be reviewed by the District's legal counsel for legal form, legal sufficiency, and terms and conditions that are in the best interest of the parish.
- G. A centralized review and oversight of all contracts should be done to ensure that services received comply with the terms and conditions of the contracts.
- H. The District will consider joining other Districts for RFPs for similar contracted services to get the best price possible.

11.5 PUBLIC LEASE LAW

- A. There are two (2) types of leases: 18
 - 1. Capital leases. If a lease meets any of the following criteria it is a capital lease from the perspective of the lessee: 19
 - a. The lease transfers ownership of the property to the lessee by the end of the lease term.
 - b. The lease contains an option to purchase the leased property at a bargain price.
 - c. The lease term is equal to or greater than seventy-five percent (75%) of the estimated economic life of the leased property.
 - d. The present value of the rental and other minimum lease payments equal or exceed ninety percent (90%) of the fair value of the leased property less any investment tax credit retained
 - 2. Operating leases. A lease is an operating lease if it does not fit the criteria of a capital lease. An operating lease expires at a point in time well before the end of the useful life of the leased assets.
- B. Anytime the District believes they are entering into either of the two types of leases, they will utilize the Parish's Purchasing and Finance Departments to ensure they are in compliance with state law.

¹⁸ Leases are defined by FASB 13, Paragraph 7. They are not defined in the statutes.

¹⁹ The one who leases.

11.6 EMERGENCIES

- A. Contracts can be awarded in emergency situations without advertising for bids as provided in R.S. 38:2212D1a.
- B. Notice of the emergency must be advertised in the official journal within ten (10) days after declaration.
- C. The declaration of an extreme public emergency must be published within ten (10) days of the declaration or as soon thereafter as practicable.

11.7 ILLEGAL PURCHASING PRACTICES

- A. LA R.S. 38:2220 provides that any contract subject to the Public Bid Law and entered into without complying with the Public Bid Law is null and void.
- B. Any citizen can file a complaint with the Attorney General's Office, who may investigate the complaint and/or file suit on behalf of the citizen.
- C. There is "whistleblower" protection for the complainant.

11.8 OTHER PURCHASING METHODS

- A. State Contracts. Purchases can be made from the State Purchasing Contracts without the necessity of bidding.
- B. **State Contracts through Local Dealer**. Purchases can be made from State Purchasing Contracts through a local vendor selling the exact same product without the necessity of bidding.
- C. **Piggyback Purchases**. Purchases can be made jointly with other political subdivisions or under a viable contract entered into by another Louisiana public entity with the vendor's consent.

11.9 PURCHASING AND DISBURSEMENT GUIDELINES

- A. *Management* is to implement a purchase order system that requires certain documentation to be generated before a purchase can be made and before a disbursement is made.
- B. The purchase order system should include the following:
 - 1. **Purchase Order**. The purchase order form must clearly describe the item(s) and quantities to be purchased, be signed by the *employee* making the request, and approved by their *supervisor*.
 - 2. Receiving Report. Documentation/evidence that the items were actually received by the District.
 - 3. **Invoice.** Documentation/evidence from the vendor of the services or materials provided to the District.
 - 4. **Approval**. Verification by *management* (initials and date) that documentation is present to support the payment and the amount owed is correct. The invoice with approvals documented must be attached with the purchase order and provided to the accountant before the disbursement is made.
- C. All disbursements shall be made by check. Cash payments are prohibited.
- D. The supply of blank/unused checks shall be maintained under lock and access restricted.
- E. The *Board* Chair shall sign all checks. **All checks require two (2) signatures.**
- F. Checks should be presented to the signers for signature with all the supporting documentation from the purchase order system.
- G. Disbursements shall only be made from original invoices.
- H. All documentation shall be kept together and maintained by the accountant.

11.10 SURPLUS SALE OF MOVABLE PROPERTY

- A. The District follows the procedures outlined in LA R.S. 33:4712F and R.S. 49:125 to dispose of movable surplus property.
- B. The District may sell any movable property having an appraised value of five thousand dollars (\$5,000) or less at a private sale provided that:
 - 1. a resolution giving reason for action, fixing the minimum price, and establishing the terms of the sale is adopted by the *Board*;

- 2. notice of the resolution and proposed sale are published at least fifteen (15) days prior to the sale in the official journal; and
- 3. the sale is made to the person with the highest bid.

C. Surplus/Obsolete Computer Equipment

- 1. Prior to the sale of surplus *electronic devices*, any political subdivision of the state is authorized to transfer surplus *electronic devices* to a nonprofit entity that is certified by R2 Solutions²⁰ or the e-Stewards Initiative.²¹
 - a. In exchange for the *electronic device*, the nonprofit entity shall perform services that are proportionate to at least the value of the *electronic device*.
 - b. These services, at a minimum, include pickup from the location specified by the transferring political subdivision and erasure of the hard drives or memory of the *electronic device* to certified standards to ensure personal privacy protection.
 - c. The nonprofit shall also ensure environmental protection of the *electronic device* by a responsible recycling process that guarantees the *electronic device* shall not be disposed of in a sanitary landfill or solid waste disposal facility.
- 2. The District will ensure all data is removed for surplus/obsolete computers by:
 - a. removing all surplus/obsolete computer hard drives;
 - b. labeling each hard drive with the serial number and assigned user; and
 - c. retaining hard drives for a period of two (2) weeks before destroying/disposing of them.

The District shall retain documentation regarding the destruction and disposal.

D. Auctions

- 1. The District may sell movable surplus property through an Internet computer auction.
- 2. The District may also decide to sell surplus movable property at public auction and may employ qualified auctioneers. All sales should be made at a price not less than required by law, and all sales advertised with the right to reject all bids and remove any items from the sale.

E. Lost and Found Items

- 1. For all District Facilities, all items left or "lost" on the premises shall be held for retrieval for six (6) months, then the item shall be considered surrendered to the District and offered for sale as surplus property.
- 2. Identification for retrieval of "lost" items shall be within the discretion of management.
- F. Donation or Exchange of Surplus Movable Property
 - 1. The District may donate or exchange surplus movable property without bid or notice between or among political subdivisions whose functions include public safety.
 - 2. Any public procurement unit is allowed to sell or acquire from any other public procurement unit materials, supplies, and equipment without the necessity of public bid and/or advertisement. This includes purchases at an auction that is conducted by another public entity.
 - 3. See Appendix 11D for a sample Surplus/Obsolete Form.

11.11 PURCHASE OF IMMOVABLE PROPERTY

- A. Qualified appraisals shall be required.
- B. Notwithstanding any other provision of law to the contrary, no political subdivision shall purchase immovable property with a value greater than three thousand dollars (\$3,000) unless the property has been appraised by a qualified appraiser prior to such purchase.
- C. No such appraisal shall include the value of improvements proposed to be made to the property after purchase by the political subdivision.

²⁰ Stands for Sustainable Recycling and provides clear standards for recyclers to use when they recycle electronics. They are trained to ensure that end-of-life electronics and components are handled safely.

²¹ An accredited, third-party audited, certification program for electronics recyclers, refurbishers, and asset managers.

SECTION 12. CAPITAL PROJECTS/CAPITAL ASSETS

The District shall maintain a listing of *capital assets* that is updated each year for assets acquired and disposed. Failure to identify and periodically account for assets/property exposes the District to possible loss, theft, and misuse of its assets. Any missing assets should be brought to the *Board's* attention and appropriately resolved immediately.

12.1 CAPITAL ASSET ADDITIONS

- A. Management should be notified when a capital asset is purchased and received.
- B. The District director or accountant shall obtain all supporting documentation to record the asset information on the capital asset listing. The information recorded should include:
 - 1. Asset description
 - 2. Date of acquisition
 - 3. Location
 - 4. Department
 - 5. Cost
 - 6. Salvage value
 - 7. Estimated useful life (see Appendix 12A for the suggested useful lives)
- C. Each asset should be assigned an identification number that is recorded on the listing. It is suggested to affix a tag/sticker to the asset that displays the identification number and name of the District.

12.2 CAPITAL ASSET DELETIONS/DISPOSALS

- A. The *Board* Chair and/or District director shall notify the *Board* when a *capital asset* is no longer useful in operating and is available for disposal.
- B. The asset should be disposed of in an approved manner (See Section 11.10).
- C. The *capital asset* listing should be updated to reflect the disposal and all related disposal documentation shall be maintained by *management*.

12.3 ANNUAL PHYSICAL INVENTORY OF CAPITAL ASSETS

- A. An annual physical inventory of *capital assets* shall be conducted by *management*.
- B. Documentation shall be kept demonstrating who performed the inventory, what was done, and when.
- C. If during the inventory process it was determined that assets are missing, *management* shall determine if they have been properly disposed of. If not properly disposed of, they should contact Parish legal department to determine future steps.

12.4 FIVE-YEAR COMPREHENSIVE MASTER PLAN

- A. The District shall maintain a Five-Year Comprehensive Master Plan.
- B. This plan should be reviewed by the *Board* annually when preparing the proposed budget.
- C. This plan shall be submitted to the *CFO* and the *Council* at the same time as the proposed budget (no later than sixty (60) days prior to the District's fiscal year).
 - 1. If the *Council* takes no action within thirty (30) days of receipt of the District's proposed budget, the District may adopt the five-year plan as submitted.
 - 2. If the *Council* rejects the proposed five-year plan within thirty (30) days of receipt, the *Council* will send written notice with specific instruction to the *Board* for amendments to the proposed plan. The *Board* shall then submit the amended proposed plan to the *CFO* and *Council* for review.
 - 3. If the *Council* takes no action within fifteen (15) days of receipt of the revised, the Board may adopt the five-year plan as revised.

SECTION 13. CREDIT CARDS

The District may choose to utilize credit cards, debit cards, and/or fuel cards. The following policies and procedures must be implemented. These policies and procedures apply to all District *employees* utilizing these cards and all credit card transactions. The use of credit cards shall be at a minimum and only in instances that are unavoidable.

13.1 CREDIT CARD CONTROLS

- A. The *Board* shall approve each new card account before it is opened.
- B. The cards should be opened and issued in the District's name using the District's tax identification number.
- C. The District shall only have one of each type of card, and all card transactions should be limited to only when absolutely necessary to conduct business.
- D. Management shall be responsible for preparing and maintaining a master list of cards that includes:
 - 1. Card issuer and telephone number
 - 2. Account name on card
 - 3. Card account number
 - 4. Card expiration date (if applicable)
 - 5. Credit limit
 - 6. Custodian of the cards
 - 7. Person(s) allowed to use the card
 - 8. Cancellation date/documentation (if applicable)
- E. An inventory and reconciliation of the cards on hand and the above list should be done by *management* (someone other than person responsible for securing the card) annually.
- F. All *employees* should sign an annual credit card agreement outlining the terms and conditions under which cards may be used (see Appendix 13A).
- G. Only authorized purchases made on behalf of the District are allowed.
 - a. All personal charges on credit cards issued to the District are strictly prohibited. Prohibited personal charges may result in disciplinary action and may be grounds for *dismissal*.
 - b. Any misuse or fraudulent use of the cards may result in disciplinary actions and may be grounds for dismissal.
- H. Fuel cards (if applicable) should be assigned to a vehicle, and all *employees* should only use the card assigned to that vehicle.
 - 1. *Employees* should be required to input the correct mileage readings at the pump so that the information on the monthly billing statements is accurate.
- I. Non-fuel cards should be maintained in a locked location under the control of the card custodian.
 - 1. *Employees* should only be allowed to check out a card and use it for District business after receiving approval from their *supervisor* and/or the *Board* Chair.
 - 2. A log should be maintained for each card to account for the issuance and return of the cards.
 - 3. This log should include the business purpose for using the card, the approval from the *supervisor* and/or *Board* Chair, and signatures of both the card custodian and the *employee* upon issuance and return of the card. (See <u>Appendix 13B</u>).
 - 4. The log should clearly show who has the card at all times, and the card should be returned to the custodian as soon as practical after use.
- J. Employees should notify management immediately if a card is lost or stolen.
 - 1. *Management* is responsible for immediately cancelling the card.
 - 2. If the card is stolen, the appropriate parties should be notified by management.

13.2 UNALLOWABLE CARD USES

- A. The following purchases using cards are never allowed:
 - 1. Any personal purchases (including purchases that are subsequently reimbursed)
 - 2. Cash advances
 - 3. Alcohol or tobacco
 - 4. Prescriptions or drugs
 - 5. Donations
 - 6. Significant routine or recurring purchases
 - 7. Purchases that are subject to requirements of the Louisiana Public Bid Law
- B. Any misuse or fraudulent use of the commercial credit card may result in disciplinary actions and may be grounds for *dismissal*.

13.3 DOCUMENTATION REQUIREMENTS

- A. For non-fuel cards, *employees* are responsible for receiving approval from *management* to use the card. The approval should detail the purchase being requested (vendor, items being purchased, business/public purpose of the purchase, reason for credit card use). After making the purchase, an itemized receipt shall be obtained and submitted with the card to the card custodian.
- B. An *employee* should make every attempt to obtain duplicate itemized receipts from the vendor for any lost receipt. If a duplicate receipt cannot be obtained, they should demonstrate the nature and amount of the purchase in the best way possible.
- C. For fuel card charges, a monthly summary report by vehicle/employee should be prepared by and reviewed by management. This report shall include:
 - 1. total gallons of fuel purchased (based on receipts);
 - 2. total miles traveled (based on odometer readings);
 - 3. calculated average number of miles driven per gallon;
 - 4. reconciliation to any monthly report provided by fuel card vendor;
 - 5. signature of employee preparing the report; and
 - 6. signature of member of management reviewing the report.
- D. If any vehicle is fueled more than once a day, the business necessity of the refueling should be documented and retained with the monthly fuel statement.
- E. All supporting documentation for all card purchases shall be submitted to the *accountant* to reconcile to the monthly statements. This should be submitted to the member of *management* that approves payment.

SECTION 14. TRAVEL AND EXPENSE REIMBURSEMENT

Travel should be conducted in the most economical means to accomplish the business of the District. Travel should be reasonable and done only when necessary and when the travel benefits the District. *Employees* who do not comply with this policy may be subject to delay or withholding of reimbursement and/or disciplinary action.

14.1 TRAVEL AUTHORIZATION

- A. Board members traveling on behalf of the District shall receive approval by the full Board of Directors during a regular scheduled meeting of the District to be reimbursed for the travel.
- B. *Employees* traveling on behalf of the District shall fill out the Travel and Training Request (<u>Appendix 14A</u>) and submit it to *management* for approval. The Travel and Training Request shall be completed, approved, and submitted to the District *accountant* before any travel accommodations are made or related expenses are incurred. All travel expenditures should be in accordance with the adopted budget.

14.2 ADVANCES

- A. An advance of funds for travel must be reasonable, approved by *management*, and documented on both the *employee* Advance Acknowledgment Form (<u>Appendix 14B</u>) and the Travel and Training Request Form (<u>Appendix 14A</u>). The travel advance request shall be approved and submitted to the District's *accountant* at least two (2) weeks prior to travel dates.
- B. Advances will not be issued for same-day travel or for amounts less than one hundred dollars (\$100).
- C. The employee to whom the advance check is made payable must sign an Employee Advance Acknowledgment.
- D. The *employee* signing the acknowledgment understands the check issued is a temporary advance. Upon return from travel, the *employee* shall submit receipts for use of the advance and/or any remaining cash.
- E. Within fifteen (15) days of returning from travel, the *employee* must submit a completed *Employee* Expense Reimbursement Form (<u>Appendix 14C</u>) with all receipts attached and any advanced cash not spent to their *supervisor* for approval.
- F. Employees who miss the deadline will have the total advance withheld from their next payroll check.

14.3 REIMBURSEMENTS

- A. *Employees* and *Board* members shall receive reimbursements for expenses incurred while performing official duties as authorized by *management*.
- B. The *Employee* Expense Reimbursement Form (Appendix 14C) with itemized receipts attached shall be submitted to *management* for approval, then given to the *accountant* to issue a check for reimbursement.
- C. The following types of expenses are eligible for reimbursement:
 - 1. Transportation
 - 2. Parking
 - 3. Lodging
 - 4. Meals
 - 5. Miscellaneous (if clearly documented as District business-related only)

14.4 TRAVEL REGULATIONS

- A. Transportation
 - 1. Use of private (personal) vehicles:
 - a. Use of private vehicles by employees must be approved by management.
 - b. Proof of the appropriate levels of liability insurance set by the District must be submitted to *management* prior to use.
 - c. Employees will receive the standard rate as determined by the Parish President.

- d. Travel to and from work will not be reimbursed.
- 2. Use of District (public) vehicles:
 - a. Fuel will be purchased using the fuel card assigned to the vehicle.
 - b. Reimbursement for additional fuel will be based on the actual cost of the fuel and the itemized receipt submitted.
 - c. Other forms of transportation, such as taxis, ride shares (Uber/Lyft), shuttles, buses, and rental cars are reimbursable with receipts for the travel dates only.
 - d. The *employee* shall be responsible for traffic citations, violations, court expenses, or any other expenses resulting from a violation of local or state laws resulting in fines or other costs.

B. Parking

- 1. Self-parking expenses will be reimbursed at the actual rate based on the receipt.
- 2. If an *employee* chooses to utilize valet parking when self-parking is available, the *employee* will not be reimbursed.
- 3. If valet parking is the only parking available, the *employee* will be reimbursed.

C. Lodging

- 1. The District will pay lodging for an approved trip by:
 - a. reimbursing employee upon return;
 - b. providing an advance to employee to pay for the hotel; or
 - c. paying the hotel directly in advance of the trip.
- 2. In all cases, the itemized lodging receipt must be returned to the accountant.

D. Meals

- 1. *Employees* are authorized to receive meal per diems for business travel based on the current IRS rates as noted in Publication 1542 Per Diem Rates.
- 2. Partial day per diems for meals will be paid according to the following times:

Meal	Travel time
Breakfast	Travel begins at or before 6:00 a.m. on the day of travel and extends beyond 9:00 a.m.
Lunch	Travel begins at or before 10:00 a.m. on the day of travel and extends beyond 2:00 p.m.
Dinner	Travel begins at or before 3:00 p.m. on the day of travel and extends beyond 7:00 p.m.

- 3. Deductions will be made from the per diem for meals provided by the conference, workshop, etc. as an exception to this policy.
- 4. Per diems for meals during travel when the *employee* does not remain away overnight will be added to their next payroll check as those per diems are considered taxable wages.

E. Miscellaneous

- 1. Meal tips are included in the per diem.
- 2. Baggage tips at the hotel are reimbursed at three dollars (\$3), paid one time upon each hotel check-in and check-out
- 3. Optional functions are not eligible for reimbursement even if they are related to a conference (e.g., tours, dinners, socials, golf tournaments).

SECTION 15. DEBT SERVICE

When the District is implementing their five-year capital plan, it may be necessary to receive the funding through long-term borrowing to finance the projects. When the District determines this is necessary, they should hire bond counsel to help guide them through the process.

15.1 DEBT ISSUANCE APPROVAL

- A. The District must receive *Council* approval before moving forward with any step when seeking to issue debt by following the procedures below:
 - 1. The District submits the debt issue proposal to the CFO and Council.
 - 2. If the *Council* takes no action within thirty (30) days of receipt of the *District's* request, the *District* may move forward as submitted.
 - 3. If the *Council* rejects the debt issue proposal within thirty (30) days of receipt, the *Council* will send written notice with specific instructions to the *Board* for amendments to the debt issue proposal. The *Board* shall then submit the amended proposal to the *CFO* and *Council* for review.
 - 4. If the *Council* takes no action within fifteen (15) days of receipt of the revised proposal, the *Board* may adopt the debt issue proposal as revised.
- B. Once the *Council* approval is achieved, the District must also receive the State Bond Commission's (SBC) approval.
 - 1. To receive SBC approval, the District must submit an application requesting the authority to incur debt or levy related taxes.
 - 2. SBC staff will review the application for compliance with applicable laws and feasibility (including the ability to repay the debt).
 - 3. Once the application is reviewed and in order, it will be placed on the agenda for consideration by the SBC.
 - 4. At this *meeting*, the SBC can approve, reject, or defer action on the application.
 - 5. If approved, the District's *Board* and the *Council* will formally approve any external financings or refinancing arrangements. This includes the selection and use of legal, accounting, and any other professional service providers that are needed.

15.2 DEBT RESERVE REQUIREMENT

- A. The debt instrument will identify all debt reserve requirements the District must comply with. This includes establishing and defining sinking fund accounts, reserve accounts, and/or contingency accounts.
- B. If these debt reserve requirements are not met, the SBC will be notified in writing and disclosure under the Continuing Disclosure Requirements would likely be required.

15.3 DEBT SERVICE REQUIREMENT

- A. The District must meet all debt service requirements (principal, interest, premium, or other payments). If the District does not meet its debt service requirements, the SBC must be notified in writing.
- B. The legislative auditor must be notified in writing either on or before one hundred and twenty (120) days before the due date of such payment, or as soon as the District knows it will fail to meet debt service requirements. If these debt service requirements are not met, disclosure under the Continuing Disclosure Requirements would likely be required.
- C. When the District funds debt service with a tax millage, the District should not collect more in taxes that is reasonable for debt service, which is one (1) year of excess collections.
- D. When the related debt is paid off, the District must stop collecting the millage and the over collected amount may need to be refunded.

15.4 CONTINUING DISCLOSURE REQUIREMENT

- A. For non-municipal securities, such as private placement bond issues (e.g., those sold in a private sale to one or a few investors, such as a bank) and other types of debt instruments, the District must comply with all continuing disclosure requirements included in the specific debt instrument (e.g., requirement for annual audit report to be submitted to the bank).
- B. For municipal securities²² the District must comply with both federal and state law. The requirements of the SEC Rule generally apply to all publicly offered bond issues (e.g., those sold to the public via an underwriter using an official statement), generally excluding issuers who offer municipal securities with an aggregate principal amount of one million dollars (\$1,000,000) or less.
- C. The continuing disclosure requirements apply to "obligated persons." The obligated person may or may not be the issuer of the bonds. Therefore, the District will determine if they are the obligated person who is responsible for continuing disclosure requirements after issuing the debt. The official statement for a bond issue usually includes an appendix (Form of Continuing Disclosure Agreement) which sets forth the specific continuing disclosure reporting obligations for the particular bond issue.
- D. LA R.S. 39:1438(C) requires the District to continuously maintain:
 - 1. a list of all Louisiana municipal securities for which the District is the issuer or an obligated person;
 - 2. a copy of all continuing disclosure agreements to which the District is a party; and
 - 3. if pursuant to a continuing disclosure agreement to which the District is a party, the District is responsible for filing notices of changes in bond ratings and a list of current ratings for such securities, if any.
- E. All records required by LA R.S. 39:1438(C) are subject to inspection by District's auditor, whether the legislative auditor or CPA.

²² Any securities issued by a public entity that are subject to continuing disclosure requirements under the **Securities and Exchange Commission (SEC) Rule 15c2-12**.

²³ An entity responsible for the repayment of the bonds or has pledged its own revenues or assets to the repayment of the bonds.

SECTION 16. VOLUNTEERS

The District welcomes volunteers and provides many opportunities for individuals to volunteer in support of programs and offer their knowledge, talent, expertise, and energy toward improving the quality of life in Terrebonne Parish.

16.1 VOLUNTEER APPLICATION

- A. It shall be the policy of the District to consider volunteer applicants based on qualifications, without regard to a person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability, genetic information, or any other legally protected characteristic.
- B. Applicants shall complete a volunteer application (see <u>Appendix 16A</u> for a sample) before they can be considered for services.
- C. The District shall give careful consideration to experience, skill, aptitude, reliability, and character of applicants. Those who coordinate volunteers make the final decision regarding assignments once all requirements have been met successfully by the candidates.

16.2 BACKGROUND CHECK

- A. Completion of a background check (if applicable) shall be required before applicants can be considered for services.
- B. A criminal background check shall be required for all volunteer applicants 18 years and older. If the background check reveals any of the listed disqualifications (see <u>Appendix 16B</u>), the individual will not be allowed to serve as a volunteer with the District.

16.3 OTHER REQUIREMENTS

- A. All volunteers will be offered training on the statutory requirements and responsibility of reporting child abuse and neglect. The training will include information on the reporting procedure and the consequences for failing to report.
- B. All volunteers are expected to live up to the Volunteer's Code of Conduct (see Appendix 16C).

16.4 LIMITATIONS OF SERVICE

Volunteers serve the District at the sole discretion of the District. Volunteers may leave the program at any time.

16.5 INJURY AND INCIDENT REPORT

- A. Any injury or incident should be reported to management immediately.
- B. Management should complete any reports required by their insurance carrier.
- C. Management should submit the completed report to the Parish Risk Management Department.

16.6 SAFETY AND CONDUCT

- A. All volunteers shall abide by all safety rules and policies explained in the performance of their roles. All volunteers shall use all proper safety procedures to help ensure a safe environment for the participants.
- B. Unacceptable behavior by a volunteer shall result in disciplinary action.
- C. The use of any tobacco products and/or *alcohol* products in the vicinity of the participants before, during, and after a sponsored, sanctioned activity shall be strictly prohibited.
- D. Volunteers shall be expected to always behave in a controlled and civil manner when around the participants, which demonstrates good behavior and proper attitudes.

16.7 ACKNOWLEDGMENT

All volunteers shall sign the Volunteer Acknowledgment (see <u>Appendix 16D</u> for a sample).

SECTION 17. SUMMER CAMPS

- A. Each District may choose to hold a summer camp within their District that provides recreation and education programs and activities at their Facilities during the summer for a set period.
- B. This is based on the following opinion statement from the State of Louisiana Attorney General from February 2018:

"It is the opinion of this office that the quoted excerpts of the recreation districts' millage calls are broad enough to encompass the operation of summer programs for needy youth at the districts' facilities. As such, tax proceeds of a parish's recreation district may be spent to operate summer programs for needy youth in the district, so long as the activities of any such programs primarily take place at the recreation district's facilities."

Programs and activities shall be assumed to be provided for by camp staff for participants on site.

- C. If funding is available in the Parishwide Recreation Fund, Parish Administration and the *Council* may budget supplemental funding to Districts for summer camps.
- D. The amount each District will be supplemented shall be factored by services the camp provides to the community and are not meant to reimburse any District for specific programs, activities, or offerings available to the participants.
- E. Supplemental funding amounts made to Districts relative to summer camp funding is based on:
 - 1. number of participants registered in each program/camp;
 - 2. hours per day that the program/camp is offered;
 - 3. available days of the week the program/camp is offered; and
 - 4. number of weeks or days total the program/camp is offered.
- F. Supplemental funding is not intended to reimburse recreational programs for travel, trips, rentals, or other paid services to support the offerings of a program.
- G. The supplement will be calculated, divided, and distributed based on the actual structural components of the program outlined above and not on specific activities, outings, trips, or any other aspect of the actual money spent or participant offerings that may take place at any individual camp.
- H. Because each District sets their own policies and procedures, hours of operation, and services, some programs offer more availability of service to the public than others. In this case, the supplemental funding may not be evenly split.
- I. Districts hosting summer camp programs shall be responsible for each camp's planning and funding through each District's millage, donations, sponsorships, or charged user fees, and should not pre-calculate any supplemental monies as covering the cost of anything other than offsetting operational costs according to the above listed structure of the camp.
- J. <u>Appendix 17A</u> provides District responsibilities, Parish responsibilities, and important dates, information, and documents needed for the supplemental summer camp funds.

SECTION 18. CONCESSION SALES

The District shall utilize three (3) methods of handling concession sales:

- A. Contract with for-profit vendors
 - 1. The District shall solicit at least three (3) bids from for-profit vendors to sell concessions at the District Facilities.
 - 2. The District shall utilize the standardized agreement for contract (see Appendix 18A).
- B. Contract with non-profit vendors
 - 1. The District can contract with a non-profit vendor to sell concessions at the District Facilities if the following items are in place:
 - a. The non-profit organization is a 501(c)(3) and has been verified.
 - b. The non-profit returns the profits to the community.
 - c. The non-profit provides the District a report annually (by January 31 of the following year) on how the profits were used to benefit the community.
 - d. The non-profit provides and maintains an insurance certificate naming the District as an additional insured.
 - 2. The District shall utilize the standardized agreement for contract (see Appendix 18B).
- C. Provide concessions themselves
 - 1. The District shall follow the cash handling policy found in Appendix 18C.

SECTION 19. TERREBONNE PARISH RECREATION DEPARTMENT

This section sets forth the policies and procedures that govern allocation and use of Parish Recreation athletic fields, outdoor Facilities, and indoor Facilities with the goal of fair and equitable allocation of use among all users. It outlines who is eligible to receive permitted use of these Facilities.

- A. The *Council* has delegated the scheduling of use of Parish Recreation Facilities to the Terrebonne Parish Parks and Recreation Department (TPR).
- B. Districts 1, 2/3, 3A, 4, 5, 6, 7, 8, 9, 10, 11, and TPR shall implement this policy, comply with these regulations, and provide equal access to the Parish's and District's properties in accordance with this policy.
- C. TPR through the *Council* is authorized to grant approval for usage and to schedule Facilities in accordance with the policies and procedures established by the *Council* set forth in this policy.
- D. TPR will maintain a schedule for use of Facilities. Every effort will be made to provide fair distribution of Facilities to all for permissible activities.
- E. TPR has the authority to make changes to the allocation, season dates, primary/secondary sport designations, practice/game allocations, and field availability and to interpret and determine appropriate procedures for implementation of the policy. TPR and the Districts have the authority to restrict or terminate a permit when a violation occurs that warrants termination or when it is deemed in the best interest of the Parish.
- F. Districts have the authority to set rental fees for usage and make changes to those allocations.
- G. District staff may book Facilities on dates which conflict with TPR anticipated bookings **only** with the documented approval of the TPR Director.
- H. No Facility programs, events, games, practice rentals, usage of Facilities, or activities will be allowed unless scheduled on the centralized software scheduling system in advance and in accordance with the protocols set forth above.
- I. TPR shall not remove a scheduled District program, event, game, practice, rental, usage of Facilities, or activity from the schedule without documented approval from the District.
- J. District staff shall not remove a scheduled TPR program, event, game, practice, rental, usage of Facilities, or activity from the schedule without documented approval of the TPR Director.

19.1 PERMISSIBLE ACTIVITIES

- A. Approved community activities may include recreational sport practices, games, tournaments, weddings, dances, parties, and instructional programs. Activities which do not fall into the above categories or are inconsistent with the intended use of the Facility will be referred to the *Council* for a determination of whether the activity is permissible.
- B. To provide space for spontaneous play, some properties may be designated for such activity and therefore, do not require a permit and may not be reserved through a permit. These properties can be used on a first come, first served basis. However, any person or organization sponsoring an organized gathering/activity upon property owned or under the management of the Parish or the District shall require the user to provide a current Certificate of General Liability insurance coverage naming the Parish and the District in which the Facility is located as an additional insured on the policy.

19.2 PERMITS

19.2(a) Facility Use Permits

- A. Facilities may be scheduled for use. All use assignments may be confirmed by Facility Use Permit at TPRec.org.
- B. The following conditions require a permit:
 - 1. any person or organization sponsoring an organized gathering/activity upon property owned or under the management of the Parish or the District;

- 2. any person or organization collecting monies (to include donations) while on property owned by the Parish or the Districts or under the management of the Parish or the Districts;
- 3. any person or organization conducting classes, camps, or other activities while on property owned or under the management of the Parish or the Districts; and
- 4. any Facility designated as "Use by Permit Only."

19.2(b) Other Requirements

- A. In addition to the permits outlined above, any person, organization, or vendor providing activities such as bounce houses, trains, tents, cotton candy machines, etc. must also provide a Certificate of General Liability Insurance showing proof of General Liability coverage with minimum limits of five hundred thousand dollars (\$500,000), and they shall be required to name the Parish as certificate holder and name the Parish and the District in which the Facility being used is located as additional insured. See <u>Appendix 8B</u>.
- B. All certificates must be approved by the Parish Risk Management Department. The Parish requires applicants to obtain all city and Parish permits as required.

19.2(c) Filing an Application for a Permit

- A. Individual or organization must obtain an approved Facility Use Permit.
 - 1. All individuals/groups requesting use of Facilities, except TPR-sponsored activities that have been approved for play, shall complete a request for reservation.
 - 2. Applications for single or multiple use dates must be submitted two (2) weeks prior to the date of use.
 - 3. Applications for seasonal use must be submitted sixty (60) days prior to the date of use.
- B. A current Certificate of General Liability insurance coverage naming the Parish as certificate holder and naming the Parish and the District in which the Facility being used is located as additional insured on the policy may be required for certain activities. See Appendix 8B.
- C. A request for a particular Facility does not guarantee availability or assignment.
- D. Requests for Facilities will be considered on an individual basis, based on resources, ground conditions, specific Facility, and availability.
- E. Facilities removed from use for renovation, rehabilitation, maintenance, or other reason by the Parish or the Districts will not be permitted for use.

19.3 PRIORITY OF USE

Set forth below is the prioritization of organizations/individuals, in descending priority, who wish to use Facilities. Accordingly, Level I Organizations have priority in the scheduling use of Facilities.

19.3(a) Priority of Use by Organizations for Facilities

- A. Level I Organizations:
 - 1. Recreation & Culture Activities Sponsored Programs: Activities planned at Facilities by TPR.
- B. Level II Organizations:
 - 1. Recreation & Culture Activities Sponsored Programs: Activities planned by Districts that TPR does not offer or that are not in direct competition with TPR programs.
 - 2. National, state, regional, and invitational tournaments and/or events that will provide a significant positive impact to Terrebonne Parish.
 - 3. Terrebonne Parish School District (TPSD) sports activities planned at Facilities.
 - 4. TPR: Public "open" gym time.
- C. Level III Organizations:
 - 1. Non-Profit Agencies/Organizations: Organizations such as USSA, AAU, and travel ball organizations.
 - 2. Churches and Private Schools.

* All non-profit organizations must submit proof of not-for-profit status pursuant to §501(c) (3) of the Internal Revenue Code and be in good standing with the Louisiana Secretary of State. An organization's articles of incorporation or other documents shall be required to provide evidence that the organization is not-for-profit.

D. Level IV Organizations:

- 1. For-Profit Organizations: Agencies, organizations, or individuals who are in the business of charging a fee and make a profit.
- 2. For-Profit Organizations: Agencies, organizations, or corporations/businesses restricting participation to only select individuals.
- 3. Organizations or individuals who want to use a Facility on a one-time rental basis.
 - * Non-profit groups, organizations, or agencies cannot co-sponsor a venture for the sake of altering the classification of the activity being sponsored.

19.3(b) Non-Profit, For-Profit, or Individual Activities

- A. If an agency/organization or individual desires the use of a Facility for any purpose, Districts, the Parish, and/or TPR will charge appropriate fees for facility use, supervision, cleanup, utilities, security, etc.
- B. All agencies/organizations or individuals must purchase a minimum of five hundred thousand dollars (\$500,000) in general liability insurance. See <u>Appendix 8B</u>. This coverage is required for use of all Facilities.
- C. The Certificate of General Liability Insurance must name the Parish as additional insured.
- D. The organization must notify the Parish in writing immediately if the insurance has been cancelled.
- E. A copy of this insurance certificate or existing current policy must be submitted to the Parish upon the initial rental request and on an annual basis. Failure to maintain insurance shall result in immediate cancellation of Facility use.

19.3(c) Grandfathered Rights

- A. Generally, organizations requesting Facilities that were used in the prior year will be given priority consideration in scheduling. However, if during the prior year, it was found upon periodic checks of the Facility that the organization was not making use of the Facility during timeframes assigned to them, the grandfathered rights during those time frames may be considered void.
- B. Some organizations have invested significant funding into the improvement of Facilities and may have been granted priority use. This funding does not grant the organization sole use of the Facility. When it is in the best interests of the public, the Facility will be scheduled for other groups.

19.3(d) Facility Availability

To conduct a preventive maintenance program for Facilities, Districts, the Parish, and/or TPR reserve the right to close Facilities at any point during the year.

19.3(e) Conflict of Use

Per Ordinance No. 9269, any conflicts in scheduling will be resolved at the discretion of the TPR Director.

19.4 SPECIFIC FACILITY SCHEDULING

A. Scheduling Allowances

- 1. Specific Facility use scheduling for rentals will depend upon the size of facility requested, parking, and availability and/or field conditions. TPR must approve Facility use schedules prior to a permit being issued. Scheduling guidelines for each Facility will be outlined in the Facility permit. Failure by an organization to follow these guidelines will result in action up to suspension of their permit.
- 2. To make maximum use of the limited time available to schedule sports programs at Facilities, as well as the most effective use of supervisory personnel and budgetary resources, organizations may be limited to no more than two (2) practice sessions each week, subject to Facilities' hours of availability.

- 3. Each of these sports periods will be at least one (1) hour but not more than two (2) hours in length. Failure to complete the planned activity in the time allotted will not entitle the program to additional Facility use time.
- 4. When organizational demand in any sport exceeds the supply of suitable Facilities, each program will be required to limit their usage based on available resources.

19.5 DEPOSIT AND RENTAL FEES

A. Deposit

1. When applicable, a deposit must be paid. If there is no damage to the Facility or equipment, the deposit will be refunded approximately five (5) working days after the rental.

B. Non-Refundable Deposit

1. When applicable, applicant shall pay the required non-refundable deposit at the time of booking. This deposit is non-refundable, and it shall be applied to the applicant's total rental fees. This deposit shall not be refunded for any reason other than inclement weather, maintenance issues, or natural disasters.

C. Fees

- 1. Rental fees are assessed based on each District's *Board*-approved **rental fees**.
- 2. All individuals and organizations shall remit all appropriate fees and pay any outstanding balance(s) to all departments within the Parish before being issued a permit for use.
- 3. All individuals and organizations who want to utilize Facilities to host non-sponsored Parish or TPR activities may be required to pay a rental fee.

D. Collection of Fees

- Organizations or individuals in good standing scheduled for use will be charged the appropriate fee for
 each rental as typically determined by the current year's fee schedule. This amount will be due prior
 to issuance of the permit. Organizations or individuals will be required to submit proof of insurance at
 the time of application and pay all applicable fees prior to the Facility Use Permit being issued.
- E. Rental Fees will be charged to seasonal, single- and multi-use applicants as applicable.

F. Collection of Rental and/or Service Fees

Upon approval of the application, TPR will send an invoice to the user. The user shall remit payment
to TPR for the estimated required fees as indicated on the invoice. No Facility may be considered as
reserved until the application and fee are on file at the TPR office and a permit has been issued. At the
completion of the function, financial adjustments may be made if required. Outstanding fees must be
paid prior to consideration of any new applications.

G. Cancellation of Rental Activities

- 1. Notification of cancelled use must be made in writing thirty (30) days prior to the date of use. Notifications can be sent twenty-four (24) hours a day/seven (7) days a week via email to TPRec@tpcg.org. If applicant cancels more than thirty (30) days prior to the event, applicant shall be eligible for a refund of any fees and charges paid. If applicant cancels within thirty (30) days of the event, all fees and charges paid by the applicant prior to cancellation shall be forfeited. If applicant cancels within thirty (30) days of the event, there will be no refunds unless due to inclement weather, maintenance issues, or natural disaster.
- 2. The non-refundable deposit shall not be refunded for any reason other than other than inclement weather, maintenance issues, or natural disaster. When applicable, processing fees are non-refundable.

H. Other Guidelines

- 1. Other fees may apply to organizations hosting activities in which participants are charged.
- 2. Renters may be charged for Facility use fees, supervision, cleanup, utilities, security, etc. If any damage to a Facility occurs by rental party during the rental, the rental party will be responsible for full payment for all repairs.

19.6 GENERAL LIMITATIONS

Except as noted below, the general limitations of Facilities are governed as detailed in the Terrebonne Parish Code or Ordinances.

A. Food and Beverages

- 1. Where allowed, organizations may operate their own food and beverage concessions provided that all applicable permits are obtained and all ordinances, rules, and regulations, including health and fire laws, are followed.
- 2. Food and/or beverages are not permitted in any parts of Facilities unless such areas are equipped or designed for that purpose and written permission has been granted prior to the event.

B. Miscellaneous

- 1. Activities must be orderly and lawful, not of a nature to incite others to disorder, and not of an unbecoming or immoral disposition.
- 2. Use is restricted to areas and times assigned on the approved Facility Use Permit.
- 3. No seasonal and/or permanent signs, banners, pennants, etc. may be placed in or on Facilities without prior written approval of District management.
- 4. Property damage shall be the responsibility of the scheduled user.

C. Violations of Policy

- 1. If an organization or individual violates any provision of this policy, a written warning will be mailed to the organization or individual outlining the violation(s) and recommended penalty, if applicable. Penalty for violations may include:
 - a. suspension of the organization or individual's permit;
 - b. imposition of fees for damages to any Facility;
 - c. the requirement that staffs be assigned to Facility to supervise while the organization or individual is using it and the organization or individual shall be charged for the additional staff; and/or
 - d. denial of use of the Facilities.

19.7 CANCELLATIONS/USE RESTRICTIONS

Athletic fields, outdoor Facilities, and indoor Facilities' restricted use or cancellation of activities shall be at the discretion of each District or TPR. However, the following conditions may be considered in making that determination:

- A. forecasted or existing severe weather conditions;
- B. field or outdoor area is too wet or muddy for safe play (generally indicated by soft and/or slippery ground);
- C. field of outdoor area is too wet for use without significant damage (generally indicated by standing water or soft and "squishy" ground);
- D. areas at the Facilities without installed lighting will be closed to users at sunset;
- E. electrical or mechanical systems not working properly;
- F. emergency or extensive repairs and maintenance problems;
- G. newly renovated sites;
- H. unmanageable groups or adverse team behavior;
- I. organizations or individuals not considered in good standing; and/or
- J. natural disasters.

19.8 TERMINATION OF FACILITY USE

At its discretion, the District, the Parish, or TPR may deny use of or terminate use based on the reasons that follow.

- A. Required documentation is not submitted.
- B. Required usage fees or fees for other services (e.g., staff fees, lights, portable toilets, etc.) are not paid within the specified time frame.
- C. A history of Facility damage, regulation violation, or inadequate supervision of attendees is noted.
- D. Discrimination because of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability, genetic information, or any other legally protected characteristic.
- E. Participants of the requesting organization have demonstrated dangerous and/or violent behavior towards others or among themselves, and/or participants/organizations whose literature or stated philosophy promotes hatred and/or violence.
- F. Organization disciplinary measures to address spectator, coach, official, or athlete behavioral problems have not been established and followed.
- G. Violation of regulations regarding concessions, advertising, and profit-making resulting from the use of public Facilities, charging admission fees for games at public Facilities, or unauthorized scheduling of public Facilities.
- H. Assigned Facilities are sub-leased or re-allocated without prior approval from the District, the Parish, or TPR.
- I. Failure to comply with the policies and procedures outlined within this policy and attachments.



POLICY ADOPTION AND AMENDMENTS

In accordance with Chapter 21, Article V, Section 21-94 of the Terrebonne Parish Code of Ordinances, any amendments needed to this policy must be submitted to the *Council* at least one (1) month prior to the time they are planned to go into effect. The *Council* shall analyze the proposed policies, make changes, modifications, or amendments as desired, and approve the proposed policies subject to any amendments.

This Section details the adoption of the Recreation Districts Policy and Procedure manual along with all amendments made by the Parish.

ADOPTION

Introduced	Adopted	Effective	Description	Ordinance
//	06/10/2021	N/A	District Policy and Procedure Manual	21-9269

APPROVAL

Introduced	Adopted	Effective	Description	Ordinance
		01/01/2023	District Policy and Procedure Manual	22

AMENDMENTS

Introduced	Adopted	Effective	Description of changes	Ordinance

APPROVED DISTRICT-SPECIFIC POLICIES

This section sets forth the policies and procedures specific to this district that were **approved** by the District *Board* and the *Council*.

D1.1



APPROVED DISTRICT-SPECIFIC POLICY ADOPTION AND AMENDMENTS

In accordance with Chapter 21, Article V, Section 21-94 of the Terrebonne Parish Code of Ordinances, any amendments needed to this policy must be submitted to the *Council* at least one (1) month prior to the time they are planned to go into effect. The *Council* shall analyze the proposed policies, make changes, modifications, or amendments as desired, and approve the proposed policies subject to any amendments.

This Section details the adoption of the Recreation Districts Policy and Procedure manual by the Recreation District *Board* along with any District-specific policies approved by the District *Board*.

ADOPTION

Introduced	Adopted	Effective	Description	Resolution
			District Policy and Procedure Manual	

AMENDMENTS

	Introduced	Adopted	Effective	Description of changes	Resolution

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APPENDICES

These appendices contain sample forms that are referenced throughout this Manual. The District may choose to use these forms as templates or to create their own relevant forms.

The sections of these appendices are tied to their respective sections within this Manual and numbered accordingly.

For an **original file** of the samples provided, contact the Parish Human Resources Department at 985-873-6474.

R.S. 42:12

Public policy for open meetings; liberal construction

A. It is essential to the maintenance of a democratic society that public business be performed in an open and public manner and that the citizens be advised of and aware of the performance of public officials and the deliberations and decisions that go into the making of public policy. Toward this end, the provisions of this Chapter shall be construed liberally.

B. Further, to advance this policy, all public bodies shall post a copy of this Chapter.

R.S. 42:13

Definitions

- A. For the purposes of this Chapter:
 - (1) "Consent agenda" means a grouping of procedural or routine agenda items that can be approved with general discussion.
 - (2) "Meeting" means the convening of a quorum of a public body to deliberate or act on a matter over which the public body has supervision, control, jurisdiction, or advisory power. It shall also mean the convening of a quorum of a public body by the public body or by another public official to receive information regarding a matter over which the public body has supervision, control, jurisdiction, or advisory power.
 - (3) "Public body" means village, town, and city governing authorities; parish governing authorities; school boards and boards of levee and port commissioners; boards of publicly operated utilities; planning, zoning, and airport commissions; and any other state, parish, municipal, or special district boards, commissions, or authorities, and those of any political subdivision thereof, where such body possesses policy making, advisory, or administrative functions, including any committee or subcommittee of any of these bodies enumerated in this paragraph.
 - (4) "Quorum" means a simple majority of the total membership of a public body.
- B. The provisions of this Chapter shall not apply to chance meetings or social gatherings of members of a public body at which there is no vote or other action taken, including formal or informal polling of the members.

R.S. 42:14

Meetings of public bodies to be open to the public

- A. Every meeting of any public body shall be open to the public unless closed pursuant to R.S. 42:16, 17, or 18.
- B. Each public body shall be prohibited from utilizing any manner of proxy voting procedure, secret balloting, or any other means to circumvent the intent of this Chapter.
- C. All votes made by members of a public body shall be viva voce and shall be recorded in the minutes, journal, or other official, written proceedings of the body, which shall be a public document.
- D. Except school boards, which shall be subject to R.S. 42:15, each public body conducting a meeting which is subject to the notice requirements of R.S. 42:19(A) shall allow a public comment period at any point in the meeting prior to action on an agenda item upon which a vote is to be taken. The governing body may adopt reasonable rules and restrictions regarding such comment period.

R.S. 42:16

Executive Sessions

A public body may hold executive sessions upon an affirmative vote, taken at an open meeting for which notice has been given pursuant to R.S. 42:19, of two-thirds of its constituent members present. An executive session shall be limited to matters allowed to be exempted from discussion at open meetings by R.S. 42:17; however, no final or binding action shall be taken during an executive session. The vote of each member on the question of holding such an executive session shall be recorded

and entered into the minutes of the meeting. Nothing in this Section or R.S. 42:17 shall be construed to require that any meeting be closed to the public, nor shall any executive session be used as a subterfuge to defeat the purposes of this Chapter.

R.S. 42:17

Exceptions to open meetings

- A. A public body may hold an executive session pursuant to R.S. 42:16 for one or more of the following reasons:
 - (1) Discussion of the character, professional competence, or physical or mental health of a person, provided that such person is notified in writing at least twenty-four hours, exclusive of Saturdays, Sundays, and legal holidays, before the scheduled time contained in the notice of the meeting at which such executive session is to take place and that such person may require that such discussion be held at an open meeting. However, nothing in this Paragraph shall permit an executive session for discussion of the appointment of a person to a public body or, except as provided in R.S. 39:1593(C)(2)(c), for discussing the award of a public contract. In cases of extraordinary emergency, written notice to such person shall not be required; however, the public body shall give such notice as it deems appropriate and circumstances permit.
 - (2) Strategy sessions or negotiations with respect to collective bargaining, prospective litigation after formal written demand, or litigation when an open meeting would have a detrimental effect on the bargaining or litigating position of the public body.
 - (3) Discussion regarding the report, development, or course of action regarding security personnel, plans, or devices.
 - (4) Investigative proceedings regarding allegations of misconduct.
 - (5) Cases of extraordinary emergency, which shall be limited to natural disaster, threat of epidemic, civil disturbances, suppression of insurrections, the repelling of invasions, or other matters of similar magnitude.
 - (6) Any meeting of the State Mineral and Energy Board at which records or matters entitled to confidential status by existing law are required to be considered or discussed by the board with its staff or with any employee or other individual, firm, or corporation to whom such records or matters are confidential in their nature, and are disclosed to and accepted by the board subject to such privilege, for the exclusive use in evaluating lease bids or development covering state-owned lands and water bottoms, which exception is proved pursuant to and consistently with the Public Records Act, being Chapter 1 of Title 44 of the Louisiana Revised Statutes of 1950, as amended, and other statutes to which the board is subject.
 - (7) Discussions between a city or parish school board and individual students or the parents or tutors of such students, or both, who are within the jurisdiction of the respective school system, regarding problems of such students or their parents or tutors; provided however that any such parent, tutor, or student may require that such discussions be held in an open meeting.
 - (8) Presentations and discussions at meetings of civil service boards of test questions, answers, and papers produced and exhibited by the office of the state examiner, municipal fire and police civil service, pursuant to R.S. 33:2492 or 2552.
 - (9) The portion of any meeting of the Second Injury Board during which records or matters regarding the settlement of a workers' compensation claim are required to be considered or discussed by the board with its staff to grant prior written approval as required by R.S. 23:1378(A)(6).
 - (10) Or any other matters now provided for or as may be provided for by the legislature.
- B. The provisions of this Chapter shall not apply to judicial proceedings.
- C. The provisions of this Chapter shall not prohibit the removal of any person or persons who willfully disrupt a meeting to the extent that orderly conduct of the meeting is seriously compromised.
- D. The provisions of R.S. 42:19 and R.S. 42:20 shall not apply to any meeting of a private citizens' advisory group or a private citizens' advisory committee established by a public body, when the members of such group or committee do not receive any compensation and serve only in an advisory capacity, except textbook advisory committees of the State Department of Education or the Board of Elementary and Secondary

Education. However, all other provisions contained in this Chapter shall be applicable to such group or committee and the public body which established such group or committee shall comply with the provisions of R.S. 42:19 in providing the required notice of meetings of such group or committee.

R.S. 42:17.1

Exception for meetings during a gubernatorially declared disaster or emergency

A. Notwithstanding any other provision of this Chapter to the contrary, a public body may conduct, and its members may attend and participate in a meeting via electronic means provided:

- (1) The governor has declared a state of emergency or disaster involving a geographic area within the jurisdiction of the public body and the nature of the emergency or disaster would cause a meeting of the public body conducted pursuant to the other provisions of this Chapter to be detrimental to the health, safety, or welfare of the public.
- (2) The presiding officer of the public body certifies on the notice of the meeting that the agenda of the meeting is limited to one or more of the following:
- (a) Matters that are directly related to the public body's response to the disaster or emergency and are critical to the health, safety, or welfare of the public.
- (b) Matters that if they are delayed will cause curtailment of vital public services or severe economic dislocation and hardship.
- (c) Matters that are critical to continuation of the business of the public body and that are not able to be postponed to a meeting held in accordance with the other provisions of this Chapter due to a legal requirement or other deadline that cannot be postponed or delayed by the public body.
- (d) Other matters that are critical or time-sensitive and that in the determination of the presiding officer should not be delayed; however, such matters shall not be considered at the meeting unless the members of the body present at the meeting approve the consideration of the matters by a two-thirds vote.
- (3) The public body and its presiding officer comply with all the requirements of this Section.
- B. No later than twenty-four hours prior to a meeting conducted pursuant to the provisions of this Section, the public body shall provide for all the following:
 - (1) The notice and agenda for the meeting, which shall be posted on the website of the public body, emailed to any member of the public or the news media who requests notice of meetings of the public body, and widely distributed to every known news media outlet that broadcasts or publishes news within the geographic area within the jurisdiction of the public body.
 - (2) Detailed information regarding how members of the public may participate in the meeting and submit comments regarding matters on the agenda, which information shall be posted on the website of the public body, emailed to any member of the public or the news media who requests notice of meetings of the public body, and widely distributed to every known news media outlet that broadcasts or publishes news within the geographic area within the jurisdiction of the public body.
- C. For each meeting conducted pursuant to this Section:
 - (1) The public body shall provide a mechanism to receive public comment electronically both prior to and during the meeting.
 - (2) The public body shall properly identify and acknowledge all public comments during the meeting and shall maintain those comments in its record of the meeting.
 - (3) The presiding officer of the public body shall ensure that each person participating in the meeting is properly identified.
 - (4) The presiding officer shall ensure that all parts of the meeting, excluding any matter discussed in executive session, are clear and audible to all participants in the meeting including the public.
- D. For the purposes of this Section, the following words and phrases shall have the following meanings:
 - (1) "Meeting via electronic means" shall mean a meeting occurring via teleconference or video conference.

- (2) "Teleconference" shall mean a method of communication which enables persons in different locations to participate in a meeting and to hear and otherwise communicate with each other.
- (3) "Video conference" shall mean a method of communication which enables persons in different locations to participate in a meeting and to see, hear, and otherwise communicate with each other.

R.S. 42:19

Notice of meetings

- A.(1)(a) All public bodies, except the legislature and its committees and subcommittees, shall give written public notice of their regular meetings, if established by law, resolution, or ordinance, at the beginning of each calendar year. Such notice shall include the dates, times, and places of such meetings.
 - (b)(i) All public bodies, except the legislature and its committees and subcommittees, shall give written public notice of any regular, special, or rescheduled meeting no later than twenty-four hours, exclusive of Saturdays, Sundays, and legal holidays, before the meeting.
 - (ii)(aa) Such notice shall include the agenda, date, time, and place of the meeting. The agenda shall not be changed less than twenty-four hours, exclusive of Saturdays, Sundays, and legal holidays, prior to the scheduled time of the meeting.
 - (bb) Each item on the agenda shall be listed separately and described with reasonable specificity. Before the public body may take any action on an item, the presiding officer or his designee shall read aloud the description of the item except as otherwise provided in Subitem (dd) of this Item. (cc) Upon unanimous approval of the members present at a meeting of a public body, the public body may take up a matter not on the agenda. Any such matter shall be identified in the motion to take up the matter not on the agenda with reasonable specificity, including the purpose for the addition to the agenda, and entered into the minutes of the meeting. Prior to any vote on the motion to take up a matter not on the agenda by the public body, there shall be an opportunity for public comment on any such motion in accordance with R.S. 42:14 or 15. The public body shall not use its authority to take up a matter not on the agenda as a subterfuge to defeat the purposes of this Chapter.
 - (dd) If an agenda of a meeting of a governing authority of a parish with a population of two hundred thousand or more according to the latest federal decennial census or municipality with a population of one hundred thousand or more according to the latest federal decennial census contains more than fifty items, the governing authority may take action on items listed on a consent agenda without reading the description of each item aloud. However, before any action is taken on items listed on a consent agenda, the governing authority shall allow a public comment period. Any item listed on a consent agenda may be removed from the consent agenda by an individual member of the governing authority if a person objects to the presence of the item on the consent agenda and provides reasons for individual discussion at the meeting. The name of the person who objects to a consent agenda item and the reasons for the objection shall be included in the minutes of the meeting.
 - (iii) Following the above information there shall also be attached to the written public notice of the meeting, whether such matters will be discussed in an executive session held pursuant to R.S. 42:17(A)(2):
 - (aa) A statement identifying the court, case number, and the parties relative to any pending litigation to be considered at the meeting.
 - (bb) A statement identifying the parties involved and reasonably identifying the subject matter of any prospective litigation for which formal written demand has been made that is to be considered at the meeting.
 - (iv) In cases of extraordinary emergency, such notice shall not be required; however, the public body shall give such notice of the meeting as it deems appropriate and circumstances permit.
 - (2) Written public notice given by all public bodies, except the legislature and its committees and subcommittees, shall include, but need not be limited to:
 - (a) Posting a copy of the notice at the principal office of the public body holding the meeting, or if no such office exists, at the building in which the meeting is to be held; or by publication of the notice in an official

journal of the public body no less than twenty-four hours, exclusive of Saturdays, Sundays, and legal holidays, before the scheduled time of the meeting. If the public body has a website, additionally by providing notice via the Internet on the website of the public body for no less than twenty-four hours, exclusive of Saturdays, Sundays, and legal holidays, immediately preceding the meeting. The failure to timely post notice via the Internet pursuant to this Subparagraph or the inability of the public to access the public body's website due to any type of technological failure shall not be a violation of the provisions of this Chapter.

- (b) Mailing a copy of the notice to any member of the news media who requests notice of such meetings; any such member of the news media shall be given notice of all meetings in the same manner as is given to members of the public body.
- B. Reasonable public notice of day to day sessions of either house of the legislature, and of all matters pertaining to such meetings, including but not necessarily restricted to the content of notices, quorums for the transaction of business, proxy voting, viva-voce votes, and recordation of votes, shall be governed by the provisions of the Louisiana Constitution, the rules of procedure of the Senate and the House of Representatives, and the Joint Rules applicable to both houses. Reasonable public notice of meetings of legislative committees and subcommittees shall be given in accordance with such rules as are adopted by the respective houses for the purpose.

R.S. 42:19.1

Procedure for the proposal, increase, renewal, or continuation of a tax or for calling an election for such purposes by political subdivisions

- A.(1) Except as provided for in Paragraph (2) of this Subsection, in addition to any other requirements provided for in R.S. 42:19 or other provisions of law, public notice of the date, time, and place of any meeting at which a political subdivision as defined in Article VI, Section 44(2) of the Constitution of Louisiana intends to propose a new ad valorem property tax or sales and use tax, or increase or renew any existing ad valorem property tax or sales and use tax, and authorize the calling of an election for submittal of such question to the voters of the political subdivision shall be published in the official journal of the political subdivision no more than sixty days nor less than twenty days before such public meeting; shall be announced to the public during the course of a public meeting of such political subdivision no more than sixty days nor less than twenty days before such public meeting; and notice of such meeting shall be written and hand delivered or transmitted by email to each voting member of any governing authority of a political subdivision that is required to approve such a measure previously adopted by another governing authority and to each state senator and representative in whose district all or a portion of the political subdivision is located, no more than sixty days nor less than twenty days before such public meeting. Email delivery shall be made to the official email address of such voting members or legislators and to any other address provided in writing to the political subdivision by such a voting member or legislator. The inadvertent failure to notify a state senator or representative as required by this Subsection shall not constitute a violation of this Section; however, the knowing failure to notify a state senator or representative as required by this Subsection or the willful disregard of the requirement to notify a state senator or representative as required by this Subsection shall constitute a violation of this Chapter.
 - (2) If at a meeting held in accordance with Paragraph (1) of this Subsection a political subdivision adopts such a measure, the provisions of this Section shall not apply to a subsequent meeting of such political subdivision if the only action taken at the subsequent meeting is one which results in a change to the previously adopted measure that reduces the rate or term of the tax in the measure and thereby reduces the total amount of tax that would be collected under the measure, or substantially reduces the cost to the political subdivision of any bond or debt obligation to be incurred by the political subdivision.
- B.(1) In the event of cancellation or postponement of a meeting at which consideration of or action upon a proposal to increase, renew, or continue any ad valorem or sales and use tax and authorize the calling of

an election for submittal of such questions to the voters of the political subdivision was scheduled, notice of the date, time, and place of any subsequent meeting to consider such proposal shall be published in the official journal of the political subdivision no less than ten days before such subsequent meeting.

(2) However, if consideration of or action upon any such proposal was postponed at the scheduled meeting, or any such proposal was considered at the scheduled meeting without action or vote, then any subsequent meeting to consider such proposal shall be subject to the requirements of Paragraph (1) of this Subsection.

R.S. 42:20

Written minutes

- A. All public bodies shall keep written minutes of all their open meetings. The minutes to be kept by the legislature and legislative committees and subcommittees shall be governed by the provisions of R.S. 42:21. The minutes of all other public bodies shall include but need not be limited to:
 - (1) The date, time, and place of the meeting.
 - (2) The members of the public body recorded as either present or absent.
 - (3) The substance of all matters decided, and, at the request of any member, a record, by individual member, of any votes taken.
 - (4) Any other information that the public body requests be included or reflected in the minutes.
- B.(1) The minutes shall be public records and shall be available within a reasonable time after the meeting, except where such disclosures would be inconsistent with R.S. 42:16, 17, and 18, or rules adopted under the provisions of R.S. 42:21.
 - (2) If the public body has a website, the public body shall post on its website a copy of the minutes made available pursuant to Paragraph (1) of this Subsection and shall maintain the copy of those minutes on the website for at least three months after the posting. If the public body is required to publish its minutes in an official journal, the public body shall post its minutes on its website as required by this Paragraph within ten days after publication in the official journal. If the public body is not required to publish its minutes in an official journal, the public body shall post its minutes on its website as required by this Paragraph within a reasonable time after the meeting. The inability of the public to access the public body's website due to any type of technological failure shall not be a violation of the provisions of this Chapter.

R.S. 42:23

Sonic and video recordings; live broadcast

- A. All the proceedings in a public meeting may be video or tape recorded, filmed, or broadcast live. However, any nonelected board or commission that has the authority to levy a tax shall video or audio record, film, or broadcast live all proceedings in a public meeting.
- B. A public body shall establish standards for the use of lighting, recording, or broadcasting equipment to insure proper decorum in a public meeting.

Account Number	Account Name
100-000-1100	Cash Clearing
100-000-1101	Cash - Regions
100-000-1102	Cash - Whitney
100-000-1103	Cash - B1Bank
100-000-1200	LAMP
100-000-1201	CD - Regions
100-000-1202	CD - Whitney
100-000-1300	Ad Valorem Tax Receivable
100-000-1400	Due from other governments
100-000-1401	Due from Tax Collector
100-000-1402	Due from State
100-000-1403	Due from Federal Govt
100-000-1404	FEMA Reimbursement
100-000-2100	Accounts Payable
100-000-2200	Payroll Liabilities
100-000-2201	Federal Withholding Tax Payable
100-000-2202	Social Security Tax Payable
100-000-2203	Medicare Withholdin Tax Payable
100-000-2300	Due to other governments
100-000-2400	Other Liabilities
100-000-4000	Fund Balance
100-000-5100	Ad Valorem Tax
100-000-5101	Tax Penalties
100-000-5102	State Revenue Sharing
100-000-5200	Grant Revenue
100-000-5300	Charges for Services
100-000-5301	Facility Rental
100-000-5400	Interest Revenue
100-000-5401	Interest Revenue - LAMP
100-000-5402	Interest Revenue - CDs
100-000-5500	Miscellaneous Revenue
100-000-5600	Other Revenue
100-000-6100	Salaries & Wages
100-000-6101	FICA
100-000-6102	Medicare
100-000-6103	Pension
100-000-6104	Group Insurance
100-000-6200	Supplies and Materials
100-000-6201	Office Supplies
100-000-6202	Janitorial Supplies
100-000-6203	Gasoline & Oil

Account Number	Account Name
100-000-6204	Small Tools & Instruments
100-200-6204	Small Tools & Instruments
100-300-6204	Small Tools & Instruments
100-000-6300	Other Services and Charges
100-000-6301	Electricity
100-200-6301	Electricity
100-300-6301	Electricity
100-000-6302	Other Utilities
100-200-6302	Other Utilities
100-300-6302	Other Utilities
100-000-6302	Other Contracts and Leases
100-200-6302	Other Contracts and Leases
100-300-6302	Other Contracts and Leases
100-000-6304	General Liability Insurance
100-000-6305	Vehicle Insurance
100-000-6306	Property Insurance
100-200-6306	Property Insurance
100-300-6306	Property Insurance
100-000-6400	Repairs and Maintenance
100-000-6401	Building Repairs
100-200-6401	Building Repairs
100-300-6401	Building Repairs
100-000-6402	Park Repair
100-200-6402	Park Repair
100-300-6402	Park Repair
100-000-6500	Capital Expenses
100-000-6501	Computer Equipment
100-000-6502	Motor Vehicles
100-000-6503	Office Equipment
100-000-6504	Furniture & Fixture
100-000-6505	Machinery & Equipment
100-200-6505	Machinery & Equipment
100-300-6505	Machinery & Equipment
100-000-6600	Other Expenses

(AGENCY NAME)FUND - BUDGET FOR YEAR ENDING (Insert Date)									
				Surrent Year			Upcor	ning Year	
	(A) Original Budget	(B) Last Adopted Budget	(C) Actual Year-to-Date as of: (Insert Date)	(D) Estimated Remaining for Year	(E) Projected Actual Result at Year End [C + D]	(F) % Change Last Adopted Budget vs. Projected Actual Result at Year End [E / B - 1]	(G) Proposed Budget	(H) % Change Projected Actual Result at Year End vs. Proposed Budget [G / E - 1]	
SUMMARY OF REVENUES - BY SOURCES Local sources:									
Local sources: (Insert Revenue Source) (Insert Revenue Source) (Insert Revenue Source) Total Revenues from Local Sources	\$ - - -	\$ - - -	\$ - - -	\$ - - -	\$ - - -	#DN/0! #DN/0! #DN/0! #DN/0!	\$ - - - -	#DIV/0! #DIV/0! #DIV/0! #DIV/0!	
State sources: (Insert Revenue Source) (Insert Revenue Source) (Insert Revenue Source) (Insert Revenue Source) Total Revenues from State Sources	: : :	- - -		- - -	- - -	#DN/0! #DN/0! #DN/0! #DN/0!	- - - -	#DIV/0! #DIV/0! #DIV/0! #DIV/0!	
Federal sources: (Insert Revenue Source) (Insert Revenue Source) (Insert Revenue Source) Total Revenues from Federal Sources	:	-			- - -	#DIV/0! #DIV/0! #DIV/0! #DIV/0!		#DIV/0! #DIV/0! #DIV/0! #DIV/0!	
Total Revenues by Sources	-	-	-	-	-	#DIV/0!	-	#DIV/0!	
SUMMARY OF EXPENDITURES - BY AGENCY Agency (Insert Agency Name) Total Expenditures by Agency	-	-	-	-	-	#DIV/0! #DIV/0!	-	#DIV/0! #DIV/0!	
SUMMARY OF EXPENDITURES - BY DEPARTMENTS Department Administration (Insert Department Name) (Insert Department Name)		:		\ i	Ē	#DIV/0! #DIV/0! #DIV/0!	:	#DIV/0! #DIV/0! #DIV/0!	
Total Expenditures by Departments	-		-	-	-	#DIV/0!	-	#DIV/0!	
SUMMARY OF EXPENDITURES - BY FUNCTIONS									
Function General Government Public Safety (Insert Function Name) Total Expenditures by Functions		:	-	-	:	#DN/0! #DN/0! #DN/0! #DN/0!	:	#DIV/0! #DIV/0! #DIV/0!	
SUMMARY OF EXPENDITURES - BY CHARACTERS Character Salaries (Insert Expenditure Type)	:	:				#DIV/0! #DIV/0!	-	#DIV/0! #DIV/0!	
(Insert Expenditure Type) Total Expenditures by Characters	-	-	-	-	-	#DIV/0! #DIV/0!	-	#DIV/0! #DIV/0!	
SUMMARY OF OTHER FINANCING SOURCES - BY SOURCES	3								
Other Financing Sources Transfers In Fund (Insert Other Financing Source) (Insert Other Financing Source)	- - -	- - -	- - -	- - -	: :	#DIV/0! #DIV/0! #DIV/0!	:	#DIV/0! #DIV/0! #DIV/0!	
Total Other Financing Sources by Sources	-	-	-	-	-	#DIV/0!	-	#DIV/0!	
SUMMARY OF OTHER FINANCING USES - BY USES						<u> </u>			
Other Financing Uses Transfers Out - Fund (insert Other Financing Use) (Insert Other Financing Use)	-	- - -	-		-	#DIV/0! #DIV/0! #DIV/0!	:	#DIV/0! #DIV/0! #DIV/0!	
Total Other Financing Uses by Uses	-	-	-	-	-	#DIV/0!		#DIV/0!	
SUMMARY OF FUND BALANCE									
Net change in fund balance Estimated Beginning Fund Balance	:	-	-		:	#DIV/0! #DIV/0!	1	#DIV/0! #DIV/0!	
Estimated Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	

Fund Balance Reserves

Proposed Budgeted Expenditures 1,500,000.00 *

Divided by 12 125,000.00 Monthly Expenditures

Times 2 250,000.00 2 months Expenditures

Proposed Ending Fund Balance 500,000.00 **

^{*}This is the total operating expenditures proposed in the budget (doesn't include capital)

^{**}If this number is greater than the 2 months expenditures a justification needs to be provided

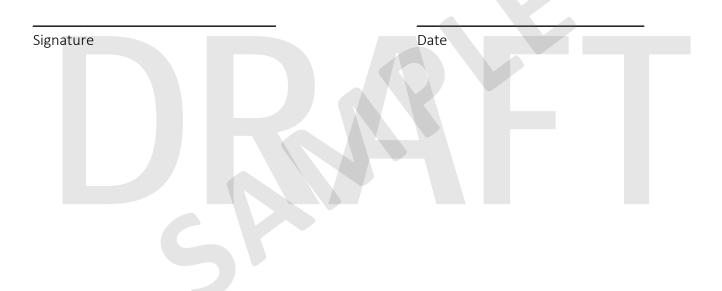
ANNUAL ETHICS ATTESTATION

Ethics Procedure Policy:

District Board Members and employees are required to follow ethics laws. Any potential violations will be properly documented and investigated immediately. Any ethical violation deemed serious shall be submitted to the proper authority for investigation.

District Board Members and employees are required to take one hour of training on the Code of Governmental Ethics.

By signing and dating below you attest that you are required to take the mandated State Ethics Training, have taken the training, and are aware of the District's Ethics Policy and Procedures.



Date

SEXUAL HARASSMENT ANNUAL REPORTING

In compliance with La. R.S. 42:344, this report contains information for calendar year regarding se harassment in the workplace.	exual
The number of public servants in the District who completed the sexual harassment training requirem found in La. R.S. 42:343 during the above-mentioned calendar year is	
❖ The number above represents% of the public servants for the District.	
During 2022, the District received complaints of sexual harassment.	
Of the complaints enumerated above, resulted in a finding that sexual harassment occurred.	had
Of the complaints enumerated above, the finding of sexual harassment resulted in discipline or correlation times.	ctive
Here is a listing of the time it took to resolve each received complaint of sexual harassment:	
Claim #1 hours/days/weeks	
Claim #2 hours/days/weeks	
(repeat as many times as needed)	

Board Chairman/District Director

POSITION

Department/Division



SUMMARY

Two- to three-line summary of the position's essential functions.

JOB OVERVIEW

Starting Pay

Hourly/salary range

Schedule

List days of the week

Shift

List hours expected to report

LOCATION

Location/name of physical building

REPORTS TO

Supervisor's position

PHYSICAL DEMANDS

Required lifting, bending, standing, etc.

WORK ENVIRONMENT

List specific climate and conditions

EMERGENCY EVENTS

Required to work during emergency events.

ESSENTIAL FUNCTIONS

- 1. List the top nine essential functions of the position.
- 2. Function ten must always be, "Perform other duties as assigned by supervisor."

GENERAL REQUIREMENTS

1. List abilities that employee will be required to have.

EDUCATION, EXPERIENCE, AND LICENSES

1. List all degrees, certifications, licenses, courses, experience, etc. required for the position.



Type/Grade/Classification: Hourly (non-exempt) or Salary (exempt) | Grade | Classification

Reviewed date

Terrebonne Parish Consolidated Government

JOB DESCRIPTION SUPPLEMENTAL INFORMATION

Terrebonne Parish Consolidated Government



We are in the process of updating our job descriptions to attract qualified, diverse applicants. New job descriptions will feature a modern layout and design and will also provide potential employees with more information about the job. We need your help to ensure that potential applicants are getting as much information about a job as possible. Fill out this supplemental information sheet and submit it through the FAST system when you request to open a new vacancy.

SECTION 1. JOB DETAILS CALLOUT BOX	
Schedule (e.g. Monday – Friday, Monday – Thursday, varies)	Shift (e.g. 8a-5p, 7a-5:30p, varies)
Location(s) (e.g. Government Tower, Public Works – North Campus, Animal Shelter	Facility, varies)
PHYSICAL DEMANDS	
Lifting Requirements	
Light (up to 25 lbs.) Medium	(25 – 50 lbs.) Heavy (51-100 lbs.)
SUPERVISOR TO	
Will the applicant supervise others?	
Yes No If yes, list position(s)	
WORK ENVIRONMENT	
Will applicant have frequent interactions with members of the pub	olic?
Yes	No
Will applicant work in varying climates and conditions?	
Yes	□No
SECTION 2. EMERGENCY EVENTS	
Select the appropriate tier for this position.	
Tier 1 – required to work emergency events.	
Tier 2 – may be required to work emergency events.	
☐Tier 3 – not required to work emergency events	
SECTION 3. DRIVER'S LICENSE REQUIREMENTS	
Select which type of Louisiana driver's license is required.	FOR COMMERCIAL LICENSES ONLY
None	Select which type of endorsements are needed.
Class E (personal/non-commercial)	Passenger (P)
Class D (chauffeur)	Double/Triple Trailers (T)
Class C (commercial - light)	Tank Vehicles (N)
Class B (commercial – heavy/straight vehicles)	Hazardous Materials (H)
Class A (commercial – combination vehicles)	Combination Tank Vehicles and Hazardous Materials (X)
	Airbrakes
	ME Certification

Job Description Supplemental Information – Updated August 1, 2022

EMPLOYMENT APPLICATION

Terrebonne Parish Consolidated Government



There's never been a better time to join our team!

Section 1. PERSONAL													
Section 1. I ENSONAL													
APPLICANT													
Name Last	Suj	ffix	First		Middle initial								
Mailing Address Street	ty	State Zip			Zip								
Phone Number	Number Email Address												
endorsements, and expiration date.					Expi	ration date							
Yes No													
MISCELLANEOUS Attach additional sheets if nec			<u> </u>										
Are you at least 18 years of age? Are you able to submit verification legal right to work in the United S				of unlawful discrimination lain. An affirmative answ									
Yes No				Yes No									
Have you ever been convicted of a felony? If yes, explain below. A conviction may not disqualify you, but a false statement will.													
☐ Yes ☐ No													
Section 2. POSITION If closing date is n	ot listed o	on the job vacano	cy notice, lea	ve Closing Date blank.		Section 2. POSITION If closing date is not listed on the job vacancy notice, leave Closing Date blank.							
Position Title List the exact position title for which you are	e applying.												
				Job Number	Closi	ng Date							
				Job Number	Closii	ng Date							
				Job Number	Closi	ng Date							
Section 2 EMPLOYMENT				Job Number	Closi	ng Date							
Section 3. EMPLOYMENT Are you presently employed? If yes, may we contact y	our present		'hat's vour exp			ng Date							
Are you presently employed? If yes, may we contact y	_			erience with TPCG? Che	ck all that apply.								
Are you presently employed? If yes, may we contact y Yes No Yes	our present				ck all that apply.								
Are you presently employed? If yes, may we contact y	No	t employer? W	Applied b	erience with TPCG? <i>Che</i>	ck all that apply.								
Are you presently employed? If yes, may we contact y Yes No Yes	No	t employer? W	Applied b	erience with TPCG? Che	ck all that apply. here previous								
Are you presently employed? If yes, may we contact y Yes No Yes How were you referred to TPCG?	No	t employer? W	Applied b	erience with TPCG? <i>Che</i>	ck all that apply. here previous	sly None							
Are you presently employed? Yes No Yes How were you referred to TPCG? TPCG.org Facebook Walk-in	□ No	t employer? W	Applied b	erience with TPCG? <i>Che</i>	ck all that apply. here previous	sly None							
Are you presently employed? If yes, may we contact y Yes No How were you referred to TPCG? TPCG.org Facebook Walk-in	□ No	t employer? W	Applied b	erience with TPCG? Che efore	ck all that apply. here previous	sly None							
Are you presently employed? If yes, may we contact y Yes No Yes How were you referred to TPCG? TPCG.org Facebook Walk-in Section 4. NEPOTISM If a member(s) of	□ No	t employer? W nployee Referra	Applied b	erience with TPCG? Che efore	ck all that apply. here previous Other this section.	sly None							
Are you presently employed? If yes, may we contact y Yes No Yes How were you referred to TPCG? TPCG.org Facebook Walk-in Section 4. NEPOTISM If a member(s) of	□ No	t employer? W nployee Referra	Applied b	erience with TPCG? Che efore	ck all that apply. here previous Other this section.	sly None							
Are you presently employed? If yes, may we contact y Yes No Yes How were you referred to TPCG? TPCG.org Facebook Walk-in Section 4. NEPOTISM If a member(s) of	□ No	t employer? W nployee Referra	Applied b	erience with TPCG? Che efore	ck all that apply. here previous Other this section.	sly None							

This application becomes a public record and is subject to disclosure.

Terrebonne Parish Consolidated Government is an equal employment opportunity employer and does not discriminate against an applicant because of a person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age, disability, genetic information, or any other legally protected characteristic.

	olicants may be re distrations.	equired to pro	ovide proof of di	plomas, d	legrees, transcr	ipts, licenses, c	ertifications, and		
Indicate the highest elementary or second	ary grade complete	d.			Did you gradua	te from high sch	ool or receive a GED/HSE?		
	6 7	8 🗌 9	10 11	12		Yes	No		
POST-SECONDARY EDUCATION Unde	rgraduate college			hools, or i	technical/vocat	ional/business	schools		
SCHOOL		or number	ATION DATE of credit hours I if not finished		TYPE OF E OR DIPLOMA	MAJOR AND	MINOR FIELDS OF STUDY		
If a license, certification, or other authorization is required for the position for which you are									
Section 6. LICENSES/CERTIF			nplete this section	on.			sition for which you are		
LICENSE / CERTIFICATION (e.g., RN, PE, CPA, Attorney, etc.)	TE ISSUED D	ATE EXPIRES	ISSUED B		ATION OF ISSUING e or other author		LICENSE NO.		
(e.g., m, rz, err, recorney, etc.)				(c.g., state	e or other dutilor.	ity)			
Section 7. SPECIAL TRAININ	1 1		aining, skills, or on for which you				ment, or software is		
SKILLS, and QUALIFICATION	S required jo	or the positio	ii joi willeli you	ure applyi	rig, complete ti	iis section.			
Section 8. EMPLOYMENT HISTORY Start with current/most recent job. Include armed forces and self-employment. Consider									
changes to position for same employer as separate items. Complete an boxes.									
EMPLOYER 1 Your current/most rec	ent job.	Type of Busir	necc			Phone Number			
Name of Business		Type of Busin	1033			Thoric Number			
Mailing Address Street		City				State	Zip		
		,							
Dates Employed (month/year)	Average hours	Job Title				Supervisor's Nar	l ne		
From: To:	worked per week								
Base Rate of Pay		Reason for Le	eaving						
Start: Final:									
JOB DUTIES	1								
Are the job duties included in an attached	document? If no, y	ou <u>must</u> list joi	b duties below.						
Yes No									

TPCG Employment Application – updated 7/14/2022

EMPLOYER 2				
Name of Business		Type of Business	Phone Number	
Mailing Address Street		City	State	Zip
Dates Employed (month/year)	Average hours worked per	Job Title	Supervisor's Nar	ne
From: To:	week			
Base Rate of Pay		Reason for Leaving	ı	
Start: Final:				
JOB DUTIES				
Are the job duties included in an attached	document? If no,	you <u>must</u> list job duties below.		
Yes No				
EMPLOYER 3				
Name of Business		Type of Business	Phone Number	
Mailing Address Street		City	State	Zip
Dates Employed (month/year)	Average hours	Job Title	Supervisor's Nar	ne
From:	worked per week			
From: To: Base Rate of Pay		Reason for Leaving		
i i				
Start: Final: JOB DUTIES				
Are the job duties included in an attached	document? If no.	you must list iob duties below		
Yes No				
les livo				
EMPLOYER 4				
Name of Business		Type of Business	Phone Number	
Mailing Address Street		City	State	Zip
Dates Employed (month/year)	Average hours	Job Title	Supervisor's Nar	ne
	worked per week			
From: To: Base Rate of Pay		Reason for Leaving		
·		The section of the se		
Start: Final:				
JOB DUTIES Are the job duties included in an attached of	Accument 2 If no	you must list job duties helow		
	Jocument F IJ 110,	уда <u>тазе</u> пъс јор ducies below.		
Yes No				

EMPLOYMENT APPLICATION: PRE-EMPLOYMENT CERTIFICATION & REFERENCE CHECK

Terrebonne Parish Consolidated Government

APPLICANT





Name Last	Suffix	First		Middle initial	Last 4 digits of Social Security No.
					Social Security No.
AUTHORIZATION					
PRE-EMPLOYMENT CERTIFICATION Read			ing.		
I authorize the investigation of all statements of all statem		•	ill result in imm	ediste terminst	on from
employment or removal of my appli			iii resuit iii iiiiii	calate terrimati	011 11 0111
I authorize the Parish to secure inf			employers, edu	cation institution	ons, and
agencies, and for those parties to p	rovide informatio	n concerning my experienc	e, releasing all p	parties from any	liability
arising there from. 2. If employed by the Parish, I will abide by Parish	policies and rules				
I understand that I will be required:			r's license if my	position require	es me to
drive in the course of my work.	.0 possess a carre	ne and vana Edulatana anve	. 5	positioninequii	
3. If I am offered employment, I understand and	,		edical examina	tion at the Paris	h's expense and
that my offer of employment may be condition • Lauthorize the release of all results					- Davida
I authorize the release of all results representative.	or information c	btained from such medical	examinations t	o an appropriat	e Parisii
4. If I am offered employment, I understand and a	gree that I will be	required to undergo a drug	and/or alcohol	test at the Paris	h's expense and
that my offer of employment may be conditioned by the results.					
I authorize the release of all results or representative.	r information obt	ained from such drug and/or	alcohol testing	to an appropriat	e Parish
5. If I am offered employment, I authorize the rel	ease of my adult	criminal history record.			
6. I understand and agree that unlawful harassment, whether on the basis of a person's race, color, religion, sex (including gender identity,					
	sexual orientation, and pregnancy), national origin, age, disability, genetic information, or any other legally protected characteristic as defined by U.S. Equal Employment Opportunity Commission, will not be tolerated.				eristic as defined
by 0.5. Equal Employment Opportunity Commi	ssion, will not be	tolerated.			
My signature below indicates that I have read and underst	and this form and	to the best of my knowledge	and belief. the	information on	this application
is true and correct. My signature also certifies that I ag					
contains all the understandings and agreements between the Parish and me concerning the nature of my employment and supersedes all prior and/or					
contemporaneous practices, oral or written agreements, understandings, statements, representations, and promises, expressed or implied, between the Parish and me. I understand and agree that, except as noted above, no person who is either an agent or employee of the Parish may modify, delete,					
vary, or contradict, whether orally or in writing, the terms and conditions of employment set forth herein.					
AUTHORIZATION TO CONTACT					
CURRENT EMPLOYERS Read the following state	ments carefully. (heck the boxes to indicate y	our authorizatio	on.	
I authorize Terrebonne Parish Consolidated Government to make inquiries of current employers concerning my existing employment, including job					
performance. I further authorize all current employers providing references to respond to verbal and written inquiries from Terrebonne Parish					
Consolidated Government regarding my current employment, including job performance. PAST EMPLOYERS Read the following statements carefully. Check the boxes to indicate your authorization.					
I authorize Terrebonne Parish Consolidated Governments				institutions or	d references
concerning my prior employment, including job perf		,	•	,	
personal character. I further authorize all past employers, educational institutions , and all other individuals providing references to respond to					
verbal and written inquiries from Terrebonne Parish Consolidated Government regarding my past employment, including job performance and/or				formance and/or	
reasons for separation, the verification of my educat	ional background	, and personal character.			
SIGNATURE					
SIGNATURE Applicant Signature					
Applicant signature			Date		

 ${\sf TPCG\ Employment\ Application-Pre-Employment\ Certification\ and\ Reference\ Check-updated\ 5/12022}$

Appendix 7D: Hiring Requirements

The following are sample documents as listed in <u>Section 7.3(F)</u>.

Appendix 7D(1): Local Background Check Sample

MEMO FROM HUMAN RESOURCES

Terrebonne Parish Consolidated Government



There's never been a better time to join our team!

To:	Houma Police Department
From:	TPCG Human Resources Department
Subject:	Criminal Records Check
Date:	
Request:	Please complete a local background check on the following new hire:
Invoice:	Terrebonne Parish Consolidated Government Attn: Human Resources Department P.O. Box 2768 Houma LA 70361
	Contact Jenna A. Pellegrin , HR Generalist, at (985) 873-6474 with any questions.
Authorized By:	
Authorized by.	TPCG Human Resources Department Representative

SUBSTANCE ABUSE POLICY PRE-EMPLOYMENT CERTIFICATION

Terrebonne Parish Consolidated Government



Section 1. EMPLOYEE			
Name Last	Suffix	First	Middle initial
Department		Position	
Section 2. ACKNOWLEDGMENT			
I agree to submit to a legally permissible dru Government. I recognize that the results employment. I understand and expressly agre of my persons, Parish storage areas provided if it is on Parish property.	of the test mee that if employ to me (lockers	ay be used to determine my employing yed by the Parish, unannounced searches, desks, etc.) and my personal effects, in	ment or continued s may be conducted ncluding my vehicle,
I have read a copy of the Substance Abuse responsible for following the Substance Abu detailed in this policy.			
I understand that I must report to the te Resources Department). If I do not report to forfeited.			
Applicant Signature		Date	
Witness Signature			

NEW HIRE COVER SHEET

Terrebonne Parish Consolidated Government



There's never been a better time to join our team!

Name:	
Social Security Number:	
Address:	
Date of Birth:	
Position:	
Department:	
Rate of Pay:	
Annual Salary:	
Life Insurance Amount:	
90-Day Effective Date:	
30-Day Effective Date:	
Date of Employment:	
Special Instructions:	

Include a copy of the job description with the form for the pre-employment physical.

TEMPORARY EMPLOYMENT ACKNOWLEDGMENT

Terrebonne Parish Consolidated Government



Section 1. EMPLOYEE			
Name Last	Suffix	First	Middle initial
Department		Position	
Section 2. ACKNOWLEDGMENT			
Lacks and advantage that the following states as one		a a ma m u a ma m la u a a :	
I acknowledge that the following statements apply	to me as a temp	porary employee:	
 I am not allowed to participate in the Par 	ochial Employee:	s' Retirement System.	

I will not be offered coverage under the TPCG health and life insurance coverage.
I will not accumulate Sick or Annual Leave.

I will be covered under the provisions of the Workmen's Compensation Law.
If my temporary employment should lead to permanent employment with TPCG, all benefits will be extended to me at that

I have read and understand the information above. I certify that no promise has been made, nor do I expect this position to become permanent. I further understand that the appointing authority has the right to terminate my employment at any time.

SIGNATURE	
Applicant Signature	Date
Witness Signature	

OVERTIME REQUIREMENT ACKNOWLEDGMENT

Terrebonne Parish Consolidated Government



Section 1. EMPLOYEE			
Name Last	Suffix	First	Middle initial
Department		Position	

Section 2. ACKNOWLEDGMENT

As a TPCG employee, I understand that I will be required to work overtime, when necessary, to complete my assigned duties. I further understand that on occasion, I may be required to work during weekends or holidays.

In the event it will not be possible for me to work in the position for which I am being employed, I am willing to work in other positions or areas deemed necessary by my supervisor while I am employed by TPCG. Should a skilled person be needed to perform a certain job and I am not qualified to do so, this should not be held against me when assigned other work than that for which I am employed to do. My statements above will hold true in the event I am transferred, promoted, or demoted.

SIGNATURE		
Employee Signature	Dat	te
Witness Signature		

Overtime Requirement Acknowledgment Form – Updated 11/1/2022

DIRECT DEPOSIT ENROLLMENT

Terrebonne Parish Consolidated Government



Section 1. EMPLOYEE					
Name Last	Suffix	First			Middle initial
Burnetunal		Dard's a			
Department		Position			
Section 2. ACCOUNT INFORMATION					
ACCOUNT #1					
Bank Name	City		State	Zip	
Account Type		Amount in t	this Account		
Checking Savings					
Routing #		Account #			
ACCOUNT NO (OPTIONAL)					
ACCOUNT #2 (OPTIONAL) Bank Name	City		State	7in	
Dank Name	City		State	Zip	
Account Type		Amount in 1	this Account		
Checking Savings					
Routing #		Account #			
Section 3. AUTHORIZATION					
I hereby authorize Terrebonne Parish Consolida	ted Governmen	t to initiate	e credit entries and	d, if necessar	v. debit entries and
adjustments for any credit entry errors. These ent	ries will be made	to the acco	ount(s) listed above.		
This authorization is to remain in effect until TPC	G has received v	vritten notif	ication from me of	its termination	on. I understand that
once I submit written notice of termination, TPCG	and the bank list	ted above w	vill be afforded a rea	isonable oppo	ortunity to act on it.
SIGNATURE					
Applicant Signature			Date		

EMERGENCY CONTACTS

Section 1. EMPLOYEE

Terrebonne Parish Consolidated Government



Name Lust	Sujjix	FIISC			whate mila	
Department	'	Position				
		'				
Section 2. EMERGENCY CONTACTS P	lease print					
PRIMARY CONTACT						
Name Last	Suffix	First			Middle initial	
Address Street	City		State	Zip		
Place of Employment		Phone No. 1		Phone No.	2	
SECONDARY CONTACT						
Name Last	Suffix	First			Middle initial	
Address Street	City		State	Zip		
Place of Employment		Phone No. 1		Phone No.	2	
Section 3. VERIFICATION						
I understand the information above will be to the Human Resources Department to u		/ personnel file.	This informati	on will remain as	stated unless I	report
I verify that the above information is acc	urate.					
SIGNATURE						
Applicant Signature			Date			
Witness Signature						

MEDICAL RECORDS AUTHORIZATION

Terrebonne Parish Consolidated Government



Section 1. EMPLOYEE			
Name Last	Suffix	First	Middle initial
Department		Position	'
Section 2. AUTHORIZATION			
examined or treated, to give to any information regarding my p	Terrebonne Parish Cohysical condition and	onsolidated Governmer d treatment rendered, a	any hospital where I have been nt and their insurance companies and to allow them or any doctor s, including x-rays and laboratory
The same authorization applies physical condition.	to prior employers ar	nd other insurance carri	ers, who may have records of my
I am willing that a photocopy of the original.	or digital image of thi	s authorization be acce	pted with the same authority as
SIGNATURE			
Applicant Signature		Date	
Witness Signature			

DRIVER QUESTIONNAIRE

Terrebonne Parish Consolidated Government



There's never been a better time to join our team!

Section 1. EMPLOYE	: C			
Name Last		Suffix	First	Middle initial
Department		Position		Employee Number
Cartian 2 OUECTIO	NIC			
Section 2. QUESTIO		. :	to of Louisiana?	
Yes No	operator's/driver's license If yes, list class and number:	e issued by the Sta	te of Louisiana?	
2. Do you possess an o	⊥ operator's/driver's license	issued by any oth	ner state other than Louisiana?	
Yes No	If yes , list class, state, and nu	, ,		
3. Was your license ev	ver suspended or revoked	?		
,			provide the date your license was restored.	
4. Have you ever been	refused an operator's lic	ense by any state	?	
☐ Yes ☐ No				
5. Have your driving p	rivileges ever been restric	cted?		
☐ Yes ☐ No	If yes, provide details:			
6. Has a motor vehicle			ccident or moving violation in the pas	t three (3) years?
☐ Yes ☐ No			f collision, non-collision, or moving violation:	
	No. 1 Date	Location		Police Investigation? Yes No
	Cause			
	No. 2 Date	Location		Police Investigation? Yes No
	Cause			
	No. 3 Date	Location		Police Investigation? Yes No
	Cause			
	1			
Section 3. ACKNOW	LEDGMENT			
'	·		omplete, and correct to the best of my employment of Terrebonne Parish Con	
SIGNATURE				
Applicant Signature			Date	
-				
Witness Signature			1	

Driver Questionnaire – Updated 11/2/2022



Medical Coverage OUT OF NETWORK Family ANNUAL OUT-OF-POCKET MAXIMUM (INCLUDING DEDUCTIBLE) \$1,000 **OFFICE VISITS** Physician Office Visits \$25 co-pay 60% after deductible \$75 co-pay \$75 co-pay Preventative Care 60% after deductible Inpatient Hospitalization deductible & coinsurance deductible & coinsurance PRESCRIPTION DRUGS (NO DEDUCTIBLE) Brand (generic available) Brand (generic not available) Generic

Dental Coverage	_	The plan will pay the following after the deductible has been met:
Calendar year maximum	\$2,000 per person	 80% of covered charges for basic services 50% of covered charges for major
Deductible (Basic & Major)	\$50 per person, \$150 per family	services
Deductible (Orthodontia)	\$50 per dependent child; \$150 per family	50% of covered charges for orthodontia
Lifetime Maximum for Ortho	\$1,500 per covered person	Includes two free cleanings per year!

Life Insurance

All eligible employees	2x salary to a max of \$250,000
All eligible judges, district attorneys, coroners, and council members	\$50,000
All eligible contracted assistant district attorneys	\$71,000
All eligible retirees	\$10,000
Dependent spouse	\$2,500
Dependent child (under 26)	\$1,000



Disability Coverage

Not available to retirees.

SHORT-TERM DISABILITY COVERAGE

Eligible employees* and parish presidents, justices of the peace, constables, judges, council members, and district attorney

*Excludes police and fire employees

Weekly benefit	70% of weekly salary to a max of \$999
Maximum weeks payable	25
Waiting period	Injury - 7 days Illness - 7 days
LONG-TERM DISABILITY	COVERAGE

Eligible fire and police employees

Eligible ili e	and ponce employees
Elimination period	1 year
Monthly benefit	60% of your basic monthly earnings. Max is \$5,000 less any other income benefits.

Other	eligible employe	es
Elimination period	6 month	

Monthly benefit	60% of your basic monthly earnings. Max is \$5,000 less any other income benefits.

Frequently Asked Questions

What doctors are in the network?

There is no list for doctors in the network; call the Blue Cross Blue Shield directory number on your card (1-800-810-2583). You can also ask your doctor or check the BCBS website, bcbsla.com.

What is the 1st initial Cobra Notice I received (new employees)?

The initial Cobra Notice informs employees and their dependents of their rights under Cobra. Please review it carefully.

What is TELADOC?

TELADOC is a service in which you can be diagnosed by a doctor by phone or video from your own home. You can speak to a doctor about treatments for the flu, sore throat, pink eye, bladder infection, bronchitis, and more.

Southern Script Contraception

As part of the coverage of prescription medication, prescriptions designed to prevent conception, including oral contraceptives, diaphragms, Depo Provera, and injectable drugs are excluded from this plan. Oral contraceptives prescribed for any medically accepted condition, other than contraception, may be covered with an authorized letter of medical necessity submitted by your physician and provided to Risk Management.

IMPORTANT

This is not everything you need to know about your benefits. Risk Management can help if you have questions or a problem. Please refer to your benefits booklet for further information.

GROUP HEALTH INSURANCE ENROLLMENT

Terrebonne Parish Consolidated Government



Section 1. EMPLOYEE						
Name Last	Suffix	First	Middle initial			
Department		Position				

Section 2. GROUP HEALTH INSURANCE PLANS STANDARD PLAN **PREMIUM PLAN** IN NETWORK OUT OF NETWORK IN NETWORK OUT OF NETWORK **DEDUCTIBLES DEDUCTIBLES** Individual \$1,250 Individual Family \$1,500 \$2,500 Family \$1.000 \$1,500 Coinsurance 70% 50% Coinsurance 80% 60% ANNUAL OUT-OF-POCKET MAXIMUM (INCLUDING DED.) ANNUAL OUT-OF-POCKET MAXIMUM (INCLUDING DED.) \$1,000 Family \$3,000 \$6,000 Family \$2,000 \$4,000 **OFFICE VISITS** OFFICE VISITS Physician Office \$35 copay 50% after ded Physician Office \$25 copay 60% after ded. Urgent Care \$75 copay \$75 copay \$75 copay Preventative Care Preventative Care 100% 50% after ded. 100% 60% ded. applies \$500 copay: 70% \$500 copay: 50% Subject to ded., Subject to ded. and npatient Hospitalization npatient Hospitalization \$150 copay coinsurance after ded after ded. \$150 and \$150 and \$150 and \$150 and Emergency Room Visists mergency Room Visists coinsurance coinsurance coinsurance coinsurance PRESCRIPTION DRUGS (\$100 DEDUCTIBLE) PRESCRIPTION DRUGS (NO DEDUCTIBLE) Brand (generic available) Brand (generic available) \$30 \$30 Brand (generic not available) \$30 \$30 Brand (generic not available) Generic \$15 \$15 3x above rate for 90 Mail Order Available Mail Order Available day supply day supply day supply day supply

Section 2. SELECTION AND SIGNATURE

After reviewing the standard and premiu	m plan details,	I would like to enroll in	the following plan fo	or my 2022 benefits:
---	-----------------	---------------------------	-----------------------	----------------------

Standard PlanPremium Plan

I agree that my gross pay will be reduced by the amount of my required contribution for my group insurance coverages, effective <u>DATE</u>, and continuing for each pay period until this agreement is amended or terminated.

I understand that:

- I cannot change or revoke this agreement as of any date prior to the first day of the next plan year, unless I have a life event change.
- If I do not complete and return a new election form before the beginning of each plan year, I will be treated as having elected to continue as in the past year.
- TPCG may modify this agreement in accordance with the plan if it is necessary to satisfy the provisions of the Internal Revenue Code.
- This agreement will authorize the withholding of my portion of the group insurance premiums from my pay, and that any election is subject to the terms and conditions of the plan.
- I understand that if I elect to participate in this Section 125 plan, I may no longer itemize my premium contributions on my federal
 income tax returns.

SIGNATURE	
Applicant Signature	Date

Group Health Insurance Enrollment Form – Updated 11/1/2022

MANDATORY ETHICS TRAINING

All TPCG employees,

Based on state legislation made effective in 2012, all public servants will be required to take a 1-hour ethics training course every year. A public servant is defined as any elected official, appointed official, and employee of the parish, whether compensated or not.



Online Course



Employees should take the 1-hour course online. Online training is provided on an individual basis. As such, you may register as only one person per email address. Once the training

is completed, the system will not allow a certificate to be printed under any person's name other than the one you provided initially upon registering.

Follow these directions to complete your ethics training:

- 1. Go to laethics.net/ethicstraining/login.aspx.
- Log in. If this is your first time taking the training, follow the instructions in the New User Registration section.
- 3. Click **Continue to Training Seminars**. The ethics course is divided into three 20-minute segments that must be completed in order. If you are unable to complete all three segments at one time, you can save your progress and continue at a later date.
- 4. Print your completion certificate. A copy of the certificate must be turned in to the Human Resources Department.

New User Registration

01 Click Register "New User"

02 Fill in Information

03 Click Submit

04 Enter Position Details

FIELD	KEY IN/SELECT
Level	Parish
Position	[your job title]
Details	Parish-Terrebonne
Date started	employment date
Date ended	leave blank

05 Click Save Changes

06 Click Exit to User Information

PROBATIONARY PERFORMANCE EVALUATION: INSTRUCTIONS

Terrebonne Parish Consolidated Government



New TPCG employees will undergo **three evaluations** during their six-month probationary period. Evaluations will occur at **two months**, **four months**, and **six months**. The evaluations should focus on the employee's ability to perform the job duties listed in the job description.

How to Complete this Form



Use the original form for each of the three probationary evaluations. Sections 2, 4, and 6 provide space to evaluate the employee at two, four, and six months. Use the performance factors and rating scale below to assess the employee's performance at each interval. Provide a numerical rating for each factor. Comments are required for a rating of U or N and optional for a rating of S.

As per **Section 3.4 (B)** of the Personnel Policy Manual, the next higher member of management must review and sign the evaluation **before** it is reviewed with the employee.

Discuss the evaluation with the employee. Allow the employee to fill in comments if desired. Both the employee and the rater must sign the form after each evaluation is discussed. **Note: The employee's signature indicates they have been notified of the evaluation results and does not imply agreement with the evaluation.**

Performance Factors and Rating Scale



The following performance factors are to be reviewed at each evaluation using the rating scale below.

1. QUANTITY OF WORK

Does the employee accomplish quality work within an acceptable timeframe? Is the employee able to manage several projects simultaneously? Is the employee able to meet established deadlines?

Rating Scale

U – unacceptable **N** – needs

2. QUALITY OF WORK

Does the employee complete assignments that meet quality standards? Is the work accurate, thorough, effective, and neat?

improvementS – satisfactory

3. KNOWLEDGE, SKILLS, and ABILITIES

Does the employee display the required level of knowledge and skills to perform the job satisfactorily? Does the employee use established techniques, materials, and equipment as expected relevant to the time in the position?

4. RELATIONSHIP TO SUPERVISOR

How does the employee respond to direction and comments from the supervisor? Does the employee seek counsel from the supervisor on ways to improve performance?

5. COOPERATION WITH OTHERS

How does the employee get along with peers? Does the employee demonstrate consideration of others, maintain a rapport with others, and help others willingly?

6. ATTENDANCE and PUNCTUALITY

Does the employee consistently arrive to work on time for scheduled shifts? Does the employee communicate in a timely manner when they will be late or absent?

7. **DEPENDABILITY**

Does the employee monitor projects independently, exercise appropriate follow-through, adhere to timeframes, arrive at appointments and meetings on time, and respond appropriately to instructions and procedures?

8. INITIATIVE AND CREATIVITY

Is the employee self-directed, resourceful, and creative in meeting job objectives? Does the employee demonstrate the ability and willingness to accept more/new complex duties and responsibilities?



Questions? No problem!
Email HR at employment@tpcg.org or call (985) 873-6474.

Terrebonne Parish Consolidated Government



TWO-MONTH EVALUATION

- This page **must** be signed by the employee, rater, and reviewer.
- Send a copy to HR directly following employee review.
- Keep the original form in a safe place to use it again for the 4-month and 6-month evaluations.
- If the employee resigns or is terminated prior to completing the probationary period, fill in the evaluation form up to the point of resignation or termination, and fill out section 9 accordingly.

Section 1. EIVIPLOYEE	iis section proviae	еа ру нита	n Kesources Department.		
Name Last		Suffix	First	Middle initial	Employee Number
Department			Division		
Job Title				Hire Date	Last Day of Probation
Section 2. 2-MONTH EVAL	LIATION				
Expected Evaluation Date	Rating				
	U N S		Comn	nents	
1. Quantity of Work					
2. Quality of Work					
3. Knowledge, Skills, and Abilities					
4. Relationship to Supervisor			1		
5. Cooperation with Others			}		
6. Attendance and Punctuality					
7. Dependability					
8. Initiative and Creativity					
EMPLOYEE ACKNOWLEDGN	IENT				
Comments					
Signature					Date
MANAGEMENT APPROVAL					
Rater Signature		-	Job Title		Date
Reviewer Signature			lob Title		Date

Terrebonne Parish Consolidated Government



FOUR-MONTH EVALUATION

• This page **must** be signed by the employee, rater, and reviewer.

Section 3. EMPLOYEE This section provided by Human Resources Department.

- Send a copy to HR directly following employee review.
- Keep the original form in a safe place to use it again for the 6-month evaluation.
- If the employee resigns or is terminated prior to completing the probationary period, fill in the evaluation form up to the point of resignation or termination, and fill out section 9 accordingly.

N	ame Last		Suffix	First	Middle initial	Employee Number
D	epartment			Division	'	'
Jo	b Title				Hire Date	Last Day of Probation
_	antinu A. A. BAONITH EVALL	LATION				
	ection 4. 4-MONTH EVALL spected Evaluation Date	Rating				
		U N S		Comm	ents	
1.	. Quantity of Work					
2.	. Quality of Work					
3.	. Knowledge, Skills, & Abilities					
4.	. Relationship to Supervisor					
5.	. Cooperation with Others					
6.	. Attendance/Punctuality					
7.	. Dependability					
8.	. Initiative/Creativity					
	MPLOYEE ACKNOWLEDGM	IENT				
Co	omments					
Si	gnature					Date
	ANAGEMENT APPROVAL					
Ra	ater Signature		Job	Title		Date
Re	eviewer Signature		Job	Title		Date

Terrebonne Parish Consolidated Government



SIX-MONTH EVALUATION

- This page **must** be signed by the employee, rater, and reviewer.
- Keep a copy for departmental records.
- Send the original form to Human Resources directly following employee review.

Section 5. EMPLOYEE This section provided by Human Resources Department.						
Name Last		Suffix	First	Middle initial	Employee Number	
Department			Division			
Job Title	Job Title			Hire Date	Last Day of Probation	
Section 6. 6-MONTH EVALUATION						
Expected Evaluation Date	Rating U N S		Comm	ents		
1. Quantity of Work						
2. Quality of Work						
3. Knowledge, Skills, & Abilities						
4. Relationship to Supervisor						
5. Cooperation with Others						
6. Attendance/Punctuality						
7. Dependability						
8. Initiative/Creativity						
EMPLOYEE ACKNOWLEDGE	MENT					
Comments						
Signature					Date	
MANAGEMENT APPROVAL						
Rater Signature		Job	Title		Date	
Reviewer Signature		Job	Title		Date	

Terrebonne Parish Consolidated Government



Final instructions:

- Add final comments to section 8 on the overall evaluation and/or probationary period.
- Complete section 9 to indicate the supervisor's final decision.
- Make a copy for departmental records.
- Send the **complete original probationary period evaluation** to HR immediately following the final review with the employee.

Section 7. EMPLOYEE This section provided by Human Resources Department.					
Name Last	Suffix	First	Middle initial	Employee Number	
Department	I	Division			
·					
Job Title			Hire Date	Last Day of Probation	
Job Hill			Time Butte	Lust buy of Frobution	
Section 8. FINAL COMMENTS Include attack	hments if need	ded.			
EMPLOYEE					
Comments					
RATER					
Comments					
Section 9. EMPLOYMENT DECISION Use pro	evious sectior	n to expand upon your decision if	needed.		
 I recommend this probationary employee for permanent, continuous employment. I recommend this probationary employee be dismissed before the end of the probationary period and will submit the appropriate forms. Employee resigned before completion of probationary period. 					
SIGNATURES					
Employee Signature				Date	
Rater Signature	Job	Title		Date	
Reviewer Signature	Job	o Title		Date	

Probationary Performance Evaluation – Updated 9/15/2022

TERREBONNE PARISH RECREATION DISTRICT NO _____ TIME SHEET

Employee Name: Employee #						Pay Period	:			
Day	Мо	rning	Eve	ning	Ove	time	Regular	Sick	Vacation	Other
of Week	In	Out	In	Out	In	Out	Hours	Leave	Leave	Benefit
Sunday										
Monday										
Tuesday										
Wednesday										
Thursday										
Friday										
Saturday										
TOTALS										
Day	Mo	rning	Eve	ning	Ove	time	Regular	Sick	Vacation	Other
of Week	In	Out	In	Out	In	Out	Hours	Leave	Leave	Benefit
Sunday										
Monday										
Tuesday										
Wednesday										
Thursday										
Friday										
Saturday										
TOTALS										
TOTALS FOR THE WEE	K:					Faralas a 1	C! t			
Regular Hours Sick Leave						Employee S	Signature			
Vacation Leave										
Holiday Benefit										
Overtime Hours		_				Supervisor	Signature			

Appendix 7G: Terrebonne Parish Leave Policy

Holidays

Holidays are days within the regular workweek when *employees* shall be paid a *holiday benefit* but are not required to work.

- A. The following regular *holidays* shall be observed by all *employees*, including members of Police and Fire civil service systems.
 - New Year's Day
 - Martin Luther King, Jr.'s Birthday
 - Presidents' Day
 - Lundi Gras
 - Mardi Gras
 - Good Friday
 - Memorial Day
 - Juneteenth National Independence Day

- Independence Day
- Labor Day
- National Presidential Election Day
- Veterans Day
- Thanksgiving
- Day after Thanksgiving
- Christmas

In the event any of the above-named *holidays* fall on the same date, the *employee* will only be entitled to observe and be compensated for one (1) *holiday*.

- B. In addition to the provisions of this policy, any other *holidays* may be declared by the Parish President or the *Council*, which shall be observed by such *employees* under such conditions as might be specified in the declaration of such *holiday*.
- C. Should any of the above listed *holidays* fall on a day that is not a workday, the next following or immediately preceding workday, whichever is closer, shall be observed as a *holiday*, except for *non-exempt employees* who work on a rotating shift basis, who shall always observe the actual *holiday*.

Personal Leave

It is the policy of the Parish to provide *full-time*, *permanent employees* with *personal leave* for vacation, rest, recreation, and to attend to personal affairs.

A. Personal leave shall be earned in the following amounts, determined by length of continuous service and the hours for which each employee is paid, excluding overtime, holiday regular allowance, holiday overtime allowance, emergency regular allowance, emergency overtime allowance, on-call time, or travel and training outside normal working hours.

Continuous service	Hours per year	Days per year
0 to 5 years	96	12
6 to 10 years	120	15
11 to 15 years	144	18
16 to 20 years	168	21
21 to 25 years	192	24
26 to 30 years	216	27
31 years and beyond	240	30

- B. *Personal leave* begins to accrue on an employee's seniority date. Once the employee successfully completes the *probationary period* in accordance with Section 2.8 of the Parish Personnel Policy Manual, the employee may use up to twenty-four (24) hours of accrued *personal leave*.
- C. Hours accrued for the current pay period are applied to current *personal leave* balance. These hours are not available for use in the pay period earned.
- D. Except in the case of an emergency, the use of *personal leave* must be pre-approved by *management*. Failure to gain such approval may result in the denial of payment of any available *personal leave* for the days missed.

- E. *Employees* may be required to schedule at least forty (40) hours of their *personal leave* consecutively at the discretion of the director.
- F. *Management* reserves the right to restrict or cancel previously approved personal leave to meet the needs of the Parish. *Management* will inform employees of its intent as far in advance as possible.
- G. On the anniversary of the *employee's* seniority date, the remaining hours earned during the prior twelve (12) months are carried over for the following year. Any hours above what the *employee* earns in one (1) calendar year will be transferred to *sick leave* subject to the maximum hours in accordance with subsection B of Section 4.6 of the Parish Personnel Policy Manual. Excess *personal leave* hours not transferred to *sick leave* shall be lost.
- H. Upon *termination*, an *employee* who had successfully completed the *probationary period* shall be compensated for any unused *personal leave* accrued.
- 1. Part-time employees shall not be eligible for personal leave.
- J. Personal leave taken shall not be considered time worked for purposes of determining overtime hours in excess of a normal workweek.

Sick Leave

It is the policy of the Parish to provide *full-time*, *permanent employees* with *sick leave* for any recognized medical reason for the *employee* or their immediate family members.

- A. Sick leave shall be earned at the rate of fifty-six (56) hours per year.
- B. Sick leave may be accumulated to a maximum of four hundred and eighty (480) hours. When an employee reaches the maximum, sick leave hours will no longer accrue until the sick leave balance falls below the maximum again.
- C. An *employee* requesting *sick leave* shall inform their *supervisor* of the illness as soon as possible; failure to do so prior to the start of the work shift may result in denial of *sick leave* pay for the period of absence.
- D. An *employee* missing three (3) consecutive workdays shall be required to provide a medical excuse upon their return to work to be paid any available *sick leave* for the days missed.
- E. Management may require a medical excuse to use sick leave hours at any time.
- F. The employee shall submit all medical-related documentation to the Human Resources Department.
- G. Upon official retirement from the Parochial Retirement System (PERS), the retiring *employee* will be allowed to either:
 - 1. be compensated at fifty percent (50%) up to a maximum of two hundred and forty (240) hours for the accumulated sick leave at the time the official retirement begins; or
 - 2. leave work and remain on the payroll of the Parish until the two hundred and forty (240) hours of *sick leave* are exhausted.

Retirement from PERS will commence the day after the employee's last day on the Parish payroll.

- A. Upon termination, an employee shall not be compensated for any unused sick leave accrued.
- B. Part-time employees shall not be eligible for sick leave.
- C. Sick leave taken shall not be considered time worked for purposes of determining overtime hours in excess of a normal workweek.

Parental Leave

- A. Each *full-time*, *permanent employee* who has been continuously employed for the immediate twelve (12) prior months as a full-time, permanent employee shall be eligible for *parental leave*.
- B. Parental leave shall be used for recuperating immediately following the birth of a child as well as bonding with a newborn or newly adopted, foster (long-term), or otherwise legally placed child. Parental leave shall also be available if the pregnancy results in a late stillbirth (stillbirth occurring after 28 completed pregnancy weeks).

- C. The primary parent shall receive ten (10) weeks paid at one hundred percent (100%) of the *employee's* regular rate of pay (excluding overtime). The primary parent may extend their parental leave by two (2) additional weeks using any combination of their available *sick* or *personal leave*. The following restrictions apply.
 - 1. Parental leave shall not exceed twelve (12) weeks.
 - 2. Parental leave shall be taken consecutively.
 - 3. Parental leave begins immediately following the qualifying event and ends twelve (12) weeks following the qualifying event.
- D. The secondary parent shall receive two (2) weeks paid at one hundred percent (100%) of the *employee's* regular rate of pay (excluding overtime). The following restrictions apply.
 - 1. Parental leave shall not exceed two (2) weeks.
 - 2. Parental leave shall be taken consecutively.
 - 3. Parental leave may be taken anytime within the first six (6) months of the qualifying event.
- E. Parental leave may be used only once in a twelve (12) month period.
- F. A surrogate mother shall not be eligible for parental leave.
- G. Upon termination, an employee shall not be compensated for any unused parental leave.
- H. Parental leave shall not be used prior to the qualifying event. If the *employee* requires leave before the actual birth or adoption due to medical reasons or to fulfill legal adoption obligations, other available leave balances shall be utilized in accordance with Parish policy.
- I. Parental leave shall run concurrently with the FMLA.
- J. Part-time employees shall not be eligible for parental leave.
- K. Parental leave taken shall not be considered time worked for purposes of determining overtime hours in excess of a normal workweek.

ABSENCE REQUEST

Terrebonne Parish Consolidated Government



In accordance with Section 6.1 of the TPCG Personnel Policy Manual, the normal workweek for Parish employees shall be **forty (40) hours**, and all absences shall be recorded in **number of actual hours taken**.

Section 1. EMPLOYEE						
Name Last	Suffix	First			Middle initial	Employee Number
Department		Division				
Section 2. ABSENCE						
Reason for Absence						
TYPE OF LEAVE		FROM Date	M Time	Dat	TO	HOURS
Personal Leave						
Prescheduled? Yes	No					
Sick Leave For whom? Family	Self Illness					
Purpose? Medical If 3+ days, attached medical excuse? Yes	No					
Compensatory Time						
Prescheduled? Yes	No					
FMLA For whom? Family Approved by Human Resources? Yes	Self					
Short-Term Disability						
Approved by Risk Management? Yes	No					
Paid Parental Leave Approved by Human Resources? Yes	□No					
Civil Leave Submitted subpoena/summons? Yes	No					
Military Leave Submitted orders/training schedule? Yes	No					
Leave without Pay Attached Administration's approval? Yes	No					
Section 3. ACKNOWLEDGMENT						
I hereby request the absence(s) from duty as indicated above and certify that the absence(s) requested is for the purpose(s) indicated. I understand that I must comply with the Parish's procedures for requesting absence(s) and provide additional documentation including medical certification, if required. I understand that falsification of any information provided above may be grounds for disciplinary action in accordance with Section 10 of the TPCG Personnel Policy Manual.						
Employee's Signature			[Date		
Section 4. ACTION TAKEN If denied, provide a	reason helow If n	personal leave is de	nied initiate actio	on to rescha	edule	
Approved Denied	. Eddon Delow. IJ p	Johan Peave 13 de	a, milate dello	10 / 130/16		
Supervisor's Signature				Date		

Return original request form and supporting documentation to the **Human Resources Department**.

Terrebonne Parish Recreation District Employee Performance Evaluation

For Exempt and Non-exempt Staff

Employee Name:		
Job Title/Occupation Code:		
Department:		
Period of Evaluation From:	To:	
Time in Current Position	Time with the Government	
Employee Status:	Exempt	_ Non-exempt

Part I - Instructions to Rater

Listed below are five performance factors, seven behavioral traits, and five supervisory factors that are important in the performance of the employee's job. Performance factors and behavioral traits must be utilized for all employees. The supervisor factors should be utilized only for employees with supervisory responsibilities.

NOTE: A rating of Unacceptable (1), Needs Improvement (2), or Superior (5) requires comments. The "overall performance" evaluation should reflect the employee's total performance, including the performance factors as related to the employee's responsibilities and duties as set forth in the job description, behavioral traits, and supervisory factors, if applicable.

Distribution Instructions:

- 1. Return the original form to the Human Resources Department.
- 2. Maintain one copy for departmental records.
- 3. Distribute one copy to the employee.

Marking Instructions:

The supervisor should indicate the employee's performance by *checking* the appropriate level of performance.

The following rating scale guide is being provided to assist the evaluator in assigning the most appropriate measurement of the employees' performance factors, behavioral traits, and supervisory factors.

- 1 = Unacceptable Consistently fails to meet job requirements; performance clearly below minimum requirements. Immediate improvement required to maintain employment.
- 2 = Needs Improvement Occasionally fails to meet job requirements; performance must improve to meet expectations of position.
- 3 = Meets expectations Able to perform 100% of job duties satisfactorily. Normal guidance and supervision are required.
- 4 = Exceeds expectations Frequently exceeds job requirements; all planned objectives were achieved above the established standards and accomplishments were made in unexpected areas as well.
- 5 = Superior Consistently exceeds job requirements; this is the highest level of performance that can be attained.

Part II – Performance Factors

— · · · · · · · · · · · · · · · · · · ·	s – Consider the degree to which the employee exhibits the required level of job rform the job and this employee's use of established techniques, materials, and erformance.
	UnacceptableSuperior 1
Comments	
-	e employee complete assignments meeting quality standards? Consider accuracy, therence to standards and safety rules.
	UnacceptableSuperior
Comments	
•	er the results of this employee's efforts. Does the employee demonstrate the ability ities simultaneously; perform work in a productive and timely manner; meet work
	UnacceptableSuperior 1
Comments	
	extent does the employee display a positive, cooperative attitude toward work? Consider compliance with established work rules and organizational policies. UnacceptableSuperior 1 2 3 4 5 5
Comments	
	job related effectiveness in dealing with others. Does the employee express ideas ag, listen well and respond appropriately?
	UnacceptableSuperior
Comments	

Part III - Behavioral Traits

1. **Dependability** – Consider the amount of time spent directing this employee. Does the employee monitor

6. Attendance – Consider number of	absences, use of annual and sick leave in accordance with government policy.
U	JnacceptableSuperior 1
Comments	
7. Punctuality – Consider work arriv	val and departure in accordance with departmental and government policy.
U	JnacceptableSuperior 1 □ 2 □ 3 □ 4 □ 5 □
Comments	

Part IV – Supervisory Factors

1. Leadership – Consider how well the employee demonstrates effective supervisory abilities; gains respect and cooperation; inspires and motivates subordinates; directs work group toward common goal.					
UnacceptableSuperior N/A					
Comments					
2. Delegation – How well does the employee demonstrate the ability to direct others in accomplishing work; effectively select and motivate staff; define assignments; oversee the work of subordinates?					
UnacceptableSuperior N/A					
Comments					
3. Planning and Organizing – Consider how well the employee plans and organizes work; coordinates with others and establishes appropriate priorities; anticipates future needs; carries out assignments effectively. UnacceptableSuperior N/A 1 2 3 4 5 5					
Comments					
4. Administration – How well does the employee perform day-to-day administrative tasks; manage time; administer policies and implement procedures; maintain appropriate contact with supervisor and utilize funds staff or equipment?					
UnacceptableSuperior N/A					
Comments_					
5. Personnel Management – Consider how well the employee serves as a role model; provides guidance and opportunities to the staff for their development and advancement; resolves work-related employee problems; assists subordinates in accomplishing their work-related objectives. Does the employee communicate well with subordinates in a clear, concise, accurate, and timely manner and make useful suggestions?					
UnacceptableSuperior N/A					
Comments					

Part V – Goals/Objectives/Special Assignments

Where goals, objectives, special assignments, etc. have been clearly established, progress of these tasks should be evaluated. In cases where special goals or objectives are not appropriate, the supervisor should identify the major duties and/or responsibilities of the job and evaluate the employee accordingly. List and evaluate progress made on major pre-determined goals, objectives, projects, job duties and special assignments by marking the appropriate box. The "Comments" space may be used for satisfactory progress but MUST be used for unsatisfactory progress. Attach additional sheets if necessary.

1. Goal/Objective/Project/Major Job Duty/Special Assignment
Accomplished or Satisfactory Progress Unsatisfactory Progress (See "Comments" Below) Comments
2. Goal/Objective/Project/Major Job Duty/Special Assignment
Accomplished or Satisfactory ProgressUnsatisfactory Progress (See "Comments" Below) Comments
3. Goal/Objective/Project/Major Job Duty/Special Assignment
Accomplished or Satisfactory Progress Unsatisfactory Progress (See "Comments" Below) Comments
4. Goal/Objective/Project/Major Job Duty/Special Assignment
Accomplished or Satisfactory Progress Unsatisfactory Progress (See "Comments" Below) Comments

Part VI – Overall Performance

Please use this space to describe the overall performance rating. The overall rating should be a reflection of the performance factors, behavioral traits, and supervisory factors.

	UnacceptableSuperior	
	1 2 3 4 5	
Comments		
		_
		-
SIGNATURES		
Rater:	Date:	
Reviewer:	Date:	
Comments		
Part VII – To the Emplo	byee	
	my performance ratings. I have discussed the contents of this review with my su necessarily imply agreement. My comments are as follows (optional) (attach a	
Signature	Date	

Establishment of Goals/Objectives for the Coming Year

With reference to the position responsibilities, list below the goals, objectives, projects, or special assignments, which should be continued and/or completed in the coming year. It is understood that these goals, objectives, etc. are subject to adjustment or change as situations and priorities change. This section should be detached and kept in departmental files so that it can be updated as the situation warrants and used to assist the rater at the end of the next evaluation period. Attach a copy of this completed form to the performance evaluation.

GOALS/OBJECTIVES/MAJOR DUTY/PROJECT/SPECIAL ASSIGNMENTS

1.	
2.	
3.	
4.	
Supervisor's Signature	
Employee's Signature	

TERREBONNE PARISH RECREATION DISTRICT EMPLOYEE COUNSELING/DISCIPLINARY REPORT

Date of Incident:	Employee's Nam	e:		
Department:	Su	perviso	or:	
Action to be taken:				
Oral Reprimand	_Written Reprimand		Suspension	Dismissal
Attach all supporting documentati	ion before submitting	this rep	oort for the employee's	personnel file.
Nature of Incident:				
1 Unexcused absence		11.	_ Sleeping on a job	
2 Tardiness		12.	Insubordination	
3 Wasting time			Theft	
4 Leaving place of work without pern	nission	14	Unsatisfactory job perfo	rmance
5 Violating a safety regulation		15	_ Intentional and indecent	conduct
6 Any deliberate careless action affect	cting safety of others		_ Violation of Drug/Alcoho	
7 Threatening, intimidating, or coerci	ing fellow employees	17	_ Violation of Harassment,	Discrimination Policy
Refusal to perform properly assigned	ed work by a supervisor	18.	Violation of Electronic Co	ommunications Policy
9 Misusing, destroying, or damaging		19	Other just cause defined	by management
10 Fighting or provoking or instigating	a fight			
Description of Incident:				
Witnesses to the Incident:				
Goals/Corrective Behavior:				
Offense Number:12	345 La	st Offe	nse Date:	
Is this employee still within their proba	tionary period?	Yes	No	
YOU ARE FORMALLY BEING WARNED TO BR THIS BEHAVIOR AND/OR FURTHER VIOLATION INCLUDING DISCHARGE. BY SIGNING BELOW	ON OF TPCG POLICY WILL	RESULT	IN ADDITIONAL DISCIPLAR	Y ACTION UP TO AND
Signature of Employee Da	ate Si	gnature	e of Supervisor	Date

If you feel this action is improper, or in violation of the regulations of TPCG's Personnel Policy Manual, you may follow the guidelines for the grievance as per policy which states: "The employee must first submit a written grievance to the manager of the Government who has initiated the action which the employee believes to have caused him/her to aggrieved, within eight (8) working days after the cause of the action. A copy of this written grievance must also be submitted to the Personnel Department.

	General Liability	Auto Liability	Contractors Pollution Liability	Workers Compensation	Employers Liability	Professional Liability
Contractors	 \$1,000,000 combined single limit per occurrence \$2,000,000 general aggregate for bodily injury, personal injury, and property damage 	• \$500,000 combined single limit per accident (for bodily injury and property damage)	• \$1,000,000 combined single limit per occurrence • \$2,000,000 general aggregate for bodily injury and property damage	• Limits as required by Labor Code of the State of Louisiana	• \$1,000,000 when work is over water and involves maritime exposure	
Vendors	• \$500,000 combined single limit per occurrence (for bodily injury, personal injury, and property damage)					
Professional Services	• \$1,000,000 per occurrence • \$2,000,000 general aggregate • \$2,000,000 products/ completed operations aggregate	• \$1,000,000 combined single limit (for bodily injury and property damage)		Limits as required by Labor Code of the State of Louisiana	• \$1,000,000 each accident • \$1,000,000 by disease /each employee • \$1,000,000 by disease — policy limit	• \$1,000,000 per loss • \$1,000,000 aggregate

Terrebonne Parish Consolidated Government Special Events Insurance Requirements

Tenant/User/Organizer Insuring Options

- 1. User/Organizer's Homeowner's Policy
- 2. Online company
 - a. PrivateEventInsurance.org (this insurance does not cover events open to the public)
 - b. K & K Insurance (kandkinsurance.com)
 - c. rvnuccio.com
 - d. theeventhelper.com
- 3. Independent agent or broker with proper requirements listed
- 4. Policy purchased through the Internet that meets the Parish insurance requirements listed

Minimum Insurance Requirements

- 1. If using a facility to **host a tournament**, General Liability Insurance requirements listed in number 2 are required **plus**:
 - a. General Liability Insurance coverage specific to a **tournament** with minimum limits of five hundred thousand dollars (\$500,000) per occurrence for Bodily Injury and Property Damage with one million dollars (\$1,000,000) Aggregate;
 - b. Legal Liability Insurance to participants of a tournament of one million dollars (\$1,000,000); and
 - c. Medical Payments for participants in a **tournament** of no less that twenty-five thousand dollars (\$25,000).
- 2. General Liability Insurance coverage with minimum limits of five hundred thousand dollars (\$500,000) with the following exceptions.
 - a. Civic Center Main Arena: one million dollars (\$1,000,000)
 - b. If **serving** *alcohol*, Host Liquor Liability Insurance coverage is also required.
 - i. Alcohol is not allowed at all parks. Check with management to determine if alcohol is allowed.
 - c. If **selling** *alcohol*, Liquor Liability Insurance coverage with minimum limits of one million dollars (\$1,000,000) is also required.
 - i. If serving *alcohol* at an event that charges an admission fee to enter and as part of the admission fee, *alcohol* is given to attendees, it is considered selling *alcohol*.
 - d. Fields used for baseball, softball, football, soccer as well as basketball locations require Team Sports Combined Liability and Accident Insurance coverage with minimum limits of one million dollars (\$1,000,000).
- 3. Certificate holder: Terrebonne Parish Consolidated Government and Recreation District; Attn: Risk Management Department; 8026 Main Street; Suite 520; Houma, LA 70360.
- 4. Terrebonne Parish Consolidated Government and Recreation District named as additional insured.
- 5. Thirty (30) day notice of cancellation.
- 6. Insurance carrier shall be rated **A VI** or better by A.M. Best Rating.
- 7. Approval by the Parish Risk Management Department thirty (30) days prior to your event.

Rental of bounce houses, trains, cotton candy machines, etc.

If planning to have bounce houses, trains, etc. at the event, each vendor used for the rentals must also provide a Certificate of Liability Insurance showing proof of general liability coverage with minimum limits of five hundred thousand dollars (\$500,000) and vendors are required to name Terrebonne Parish Consolidated Government and Recreation District as a certificate holder and additional insured.

All certificates must be approved by the Parish Risk Management Department at least two (2) weeks prior to the scheduled event.

Contact Cheryl Lirette, Parish Risk Management Department, at 985-873-6470 with any questions. Certificates can be faxed to 985-873-6473 (ATTN: Cheryl Lirette) or emailed to Cheryl at clirette@tpcg.org.

This information is pending.

Terrebonne Parish Recreation District No. X REQUEST FOR PUBLIC RECORDS

Today's [Date: Time:		
l.	Your Information Your Name:		
	Your Address:		
	Your Phone #:		
	Business:		
	E-mail:		
II.	Records you are requesting (please give details):		
		Signature of Requestor	
ACKN	OWLEDGEMENT:		
	s are .25 cents per sheet	Terrebonne Parish Recreation District	
		Date: Time:	

The following table relates to general purchasing guidelines					
TYPE	UP to \$3,000	\$3,000 - \$30,000	\$30,000 and UP		
Computer/computer- related equipment (hardware, digital cameras, software, printers)	 3 phone, fax, or written quotes Cooperative Purchasing or State Contract 	 3 phone, fax, or written quote Cooperative Purchasing or State Contract Board approval 	Sealed bid, RFPCooperative Purchasing or State ContractBoard approval		
Vehicles & rolling equipment (repairs, maintenance)	 3 phone, fax, or written quotes Cooperative Purchasing or State Contract 	 3 phone, fax, or written quote Cooperative Purchasing or State Contract Board approval 	 3 phone, fax, or written quote Cooperative Purchasing or State Contract Board approval 		
Office supplies (check with TPCG Warehouse for availability first)	 3 phone, fax, or written quotes State Contract	 3 phone, fax, or written quote Cooperative Purchasing or State Contract Board approval 	Sealed BidCooperative Purchasing or State ContractBoard approval		
Services (professional or personal)	 Negotiated by District Manager or Board Chairman Contract Agreement (prepared by legal) signed by Board Chairman 	 Negotiated by District Manager or Board Chairman Full Board approval Contract Agreement (prepared by legal) signed by Board Chairman 	 Negotiated by District Manager or Board Chairman Full Board approval Contract Agreement (prepared by legal) signed by Board Chairman 		
Services (consulting)	 Negotiated by District Manager or Board Chairman Contract Agreement (prepared by legal) signed by Board Chairman 	 Negotiated by District Manager or Board Chairman Full Board approval Contract Agreement (prepared by legal) signed by Board Chairman 	 Negotiated by District Manager or Board Chairman Federal project - awarded on the basis of "Competitive Negotiation" by use of RFP Full Board approval Contract Agreement (prepared by legal) signed by Board Chairman 		
Lease of movables (lease with no option to purchase)		 No statutory procedures or requirements Board Approval Agreement signed by Board Chairman 	 No statutory procedures or requirements Board Approval Agreement signed by Board Chairman 		
Public contracts	For contracts greater than \$ approved by the <i>Council</i> , and	5,000: Should be in writing (pr d signed by Board Chairman	epared by legal department),		
Sole source/proprietary	For any dollar amount: Boar (Appendix 11E) must be com	d approval is needed and a Sol apleted	e Source/Proprietary Form		

The following table relates to purchasing guidelines for						
materials/supplies and labor						
Туре	Up to \$1,000	\$1,000 - \$9,999	\$10,000 - \$30,000	\$30,000 and UP		
Field and immediate	3 verbal quotes (recommended)	 3 written or electronic quotes (recommended) Cooperative Purchasing or State Contract 	 3 quotes required (telephone, fax, email) Cooperative Purchasing or State Contract Board approval 	 Sealed bid Cooperative Purchasing or State Contract Board approval 		
Planned or scheduled		 Check TPCG Warehouse 3 phone, fax, or written quotes State Contract 	 Check TPCG Warehouse 3 fax or written quotes State Contract Board approval 	 Sealed bid RFP State Contract Cooperative Purchasing Board approval 		

The following table relates to purchasing guidelines for Public Works					
	\$30,000 - \$250,000	\$250,000 and Up			
Alteration, erection, construction, repair, or improvement of immovable property	Board approvalRefer to materials/supplies and	Contact TPCG PurchasingAdvertise			
owned, used, or leased by a public entity	labor procedures	Competitive sealed bid			
	Contact TPCG Purchasing				

QUOTE/BID TABULATION

Date:				
Date:Budget Amount:			_	
		VENDOR	VENDOR	VENDOR
ITEM DESCRIPTION	QTY	QUOTE	QUOTE	QUOTE
	Total:			
	Total			
Letter of justification must be attached if award recommend	ed to other t	than lowest quote/hidde	r Prices secured and reco	immended award hy:
Ecces of Justinication must be accessed in award recommend	ca to other t	individue quote, brade	i. Trices secured dila reco	innenaca awara by.
Administrative Assistant	-			
Administrative Assistant				
	_			
District Manager				

BID OPENING SUMMARY

Project Name:	
Date:	
Time:	
Budget Amount:	

			Bid A	mount (as read at Bid Op	ening)	
Company Name	License No.	Base Bid	Alternalte No. 1	Alternalte No. 2	Alternalte No. 3	Total



NOTE: Complete form and retain for records

SURPLUS / OBSOLETE FORM

The following District property is to be declared surplus as approved by the Board. For condition of item use one of the following: NEW / GOOD / FAIR / POOR / JUNK

ID#	Quantity	Value	Condition
Description:			
ID#	Quantity	Value	Condition
Description:			
ID#	Quantity	Value	Condition
Description:			
ID#	Quantity	Value	Condition
Description:			
ID#		Value	Condition
Description:			
Description: LOCATED AT			

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JUSTIFICATION FOR SOLE SOURCE OR PROPRIETARY PURCHASE

Sole Source / Proprietary Product or Service	
Indicate if sole source or proprietary: Sole Source / Proprietary	
Vendor telephone number:	
Vendor address:	
Vendor name:	
Identify item to be purchased:	

oie Source / Proprietary Product or Service:

Sole source and proprietary purchases are allowed by the Louisiana Procurement Code (La R.S. 39:1551 et. Seq.) when certain conditions exist. This form shall be used to justify sole source or proprietary purchases for unique products, services, or conditions. This form shall become a part of the permanent record for this purchase.

A sole source justification represents a request from the end user for the Purchasing Division to waive the bid process in accordance with La. R.S. 39:1597 and L.A.C. 34: I.901-907. For the purpose of this form, the particular item or service is available from only one supplier (usually the manufacturer) and is unique in that no other will be suitable or acceptable to meet the need.

A proprietary specification justification represents a request from the end user to limit the specification to describe a product proprietary to one supplier in accordance with La. R.S. 39:1655 and meets the definition and use described in L.A.C. 34: I.309. A proprietary purchase is similar to a sole source when no other is suitable or acceptable to meet the need, but there is more than one potential bidder because the manufacturer has chosen to sell his product through multiple distributors. A proprietary purchase is considered competitive, and the solicitation shall include language indicating the purchase has been approved as proprietary and not invite bids for equal products.

- 1. Explain specification requirements and how or why only the designated product/service meets the need. Cite the qualities/features that make this product or service unique in meeting the need.
- 2. Specifically, name (by manufacturer and model or service provider) other products or services investigated (if fewer than two, explain).
- 3. State specifically why and how other products investigated are deficient in meeting the need.

4. **Sole Source** – Obtain signed letterhead quotation and declaration of sole source from corporate marketing (not sales representative) stating product or service is not sold through distributors, attach a notarized or published price list or retail price verification for the item(s), and submit all documents for approval.

Proprietary – Submit this justification form the Board for approval

OR

Appendix 12A: Asset Estimated Useful Life

The following is the suggested estimated useful life to be used:

Asset Class	Estimated Useful Life
Land	Not depreciated
Buildings	40 years
Building improvements	20 years
Machinery and equipment	5 years
Vehicles	7 years
Computers	3 years
Office equipment	7 years
Furniture	7 years

Cardholder Agreement Participating Employee Acknowledgment of Responsibilities

By participating in the Terrebonne Parish Consolidated Government (TPCG) Commercial Card Program as a cardholder, you assume responsibilities pertaining to the operation and administration of the Commercial Card Program. These responsibilities include, but are not limited to, the following:

- The TPCG Commercial Card is to be used for business expenditures only. The TPCG Commercial Card may not be used for personal purposes.
- The Commercial Card will be issued in the name of the employee. By accepting the Card, the employee assumes responsibility for the Card and will be responsible for all charges made with the Card. The Card is not transferable and may not be used by anyone other than the Cardholder.
- The TPCG Commercial Card must be maintained with the highest level of security. If the card is lost or stolen, or if the Cardholder suspects the Card or Account Number to have been compromised, the Cardholder agrees to immediately notify Commercial Card Solutions at 1-800-316-6056 and the TPCG Commercial Card Administrator.
- Cardholder accounts will be subject to periodic internal control review and audits designed to protect the
 interests of TPCG. By accepting the Card, the Cardholder agrees to comply with these reviews and audits.
 The Cardholder may be asked to produce the Card to validate its existence and produce statements and
 receipts to verify appropriate use.
- Parameters and procedures related to the Commercial Card Program may be updated or changed at any time. TPCG will promptly notify all Cardholders of these changes. The Cardholder agrees to and will be responsible for the execution of any program changes.
- The Cardholder agrees to turn in receipts from any use of the card to the Finance Department immediately
 for recordation of the expense and reduction of the advance to the employee. Failure to submit the above
 will authorize a payroll deduction for the total receipt.
- The Cardholder agrees to surrender and cease their Card upon termination of employment whether for retirement, voluntary separation, resignation, or dismissal. The Cardholder may also be asked to surrender the Card at any time deemed necessary by management without cause.
- Misuse or fraudulent use of the Card may result in disciplinary actions and may be grounds for dismissal.

By signing below, I acknowledge that I have read and agree to th	e terms and conditions of this document. Teerthy
that as a participating Cardholder of the TPCG Commercial	Card Program, I understand and assume the
responsibilities listed above.	
Employee / Cardholder Signature	Date

		sed to secquis	
	Caro	ESTIMATE OF COST	
	Card Number - Last 4 Digits	Photon Ph	
Cre		Sent & suc plongs	
Credit Card Issuance Log	Credit or Purchase Card	Patrici, Carrier Carri	
		DHE	
		Signal a state of changes	
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TRAVEL & TRAINING REQUEST

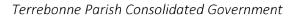


Terrebonne Parish Consolidated Government

Name <i>Last</i> Department	Suffix	First		Middle initial
Department				
			Employee Number	
Email Address			Phone Number	
Section 2. $TRAVEL/TRAINING INFORM$				
Destination	С	ates		
Section 3. BILLING INFORMATION				
General Ledger Account	Estimated Cost		Budget Available (to a	late)
Section 4. EMPLOYEE SIGNATURE				
Employee Signature			Date	
Section 5. APPROVAL				
Section 5. APPROVAL Supervisor Signature			Date	

This request is **not approved without the attached document from the FAST system** with required approvals.

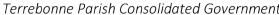
EMPLOYEE ADVANCE ACKNOWLEDGMENT



REBON
HOUMA LA
17(1)

Section 1. EMPLOYEE				
Name Last	Suffix	First		Middle initial
Department	<u>'</u>		Employee Number	
Email Address			Phone Number	
Section 2. ADVANCE				
Event				
Approximate Dates	An	nount Issued for the Adv	ance	
Section 3. ACKNOWLEDGMENT				
I understand that I have a maximum of REIMBURSEMENT FORM, along with authorization of a payroll deduction for	n any unexpended co	ash. Failure to sub		
SIGNATURE				
Employee Signature			Date	

EMPLOYEE EXPENSE REIMBURSEMENT FORM



Daily

Car Rental Plane Tickets Luggage Tips Misc. **Expenses**

errebonne	Parish Cor	nsolidated (Government					HOUMA
Section 1. EN	MPLOYEE							
Name Last			Suffix		First		Mic	ldle initial
Department						Emplo	yee Number	
Email Address						Phone	Number	
Section 2. TF	RAVEL INFOI	RMATION						
Departure Date				Return	Date			
Departure Time	e from Houma			Arrival	Time to Houma			
Supporting Doc		ed?						
Section 3. AC		INFORMATION	ON		General I	edger Account		
Section 4. EX	KPENSE INFO	DRMATION						
	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL
Dates								
Dues								
Registration Fees								
Motel (Per Night)								
Mileage*								
Parking								
Car Rental								
Plane Tickets								
Luggage Tips								
Misc.								

Meal Per Diems – Per Current IRS Rates - Provided by Finance Department

Partial Days

				Partial Days				
Breakfast								
Lunch								
Dinner								
Total								
				isk Managem	ent	Less: Ac	dvance Paid	
in order to b	e eligible for n	nileage reimb	ursement.			Amount D	Due/Refund	
Section 5. P	URPOSE OF 1	RIP						
Section 6. El	MPLOYEE SIG	NATURE						
Employee Signature						Date		
Section 7. SI	JPERVISOR A	PPROVAL						
Supervisor Sign	ature					Date		

Employee Expense Reimbursement Form – Updated 5/1/2022

TERREBONNE RECREATION DISTRICT APPLICATION FOR VOLUNTEERS

PRINT IN BLUE INK OR TYPE. The District is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services. This application becomes public record and is subject to disclosure.

NAME			_ Last 4 digit	ts of SSN *** - *	*
(Last)	(First)	(Middle)			
PHYSICAL ADDRESS					
MAILING ADDRESS	(Street)		(City)	(State)	(Zip)
MAILING ADDRESS	(PO Box or Street)		(City)	(State)	(Zip)
CELL PHONE ()		EMAIL			
Team Name		Age Group Boys	Du	ganization/Area large, Dumas, N	
			Sch	nriever)	
HECK ONE:					
re you at least 18 years	of age?			O YES O	NO
re you a parent or legal	guardian of a particip		OYES O	NO	
If yes, list participant	name(s):				
ave you ever been convi	cted of or pled guilty o	or nolo contendere to	o a crime?	O YES O	NO
(If your answer is "Yes statement will.)	s," please explain belo	ow. A conviction ma	y not disqua	alify you, but a f	alse
,					
o you have any pending o	court cases?			O YES O	NO
(If your answer is "Yes statement will.)	s," please explain belo	ow. A pending case	may not disc	qualify you, but	a false

If a license, certificate, or other authorization is required or related to the position for which you are applying, complete the following:

LICENSE/CERTIFICATION (Concussion Protocol, CPR, First Aid)	DATE ISSUED	EXPIRATION DATE	ISSUED BY/LOCATION OF ISSUING AUTHORITY (State or other authority) (City/State)

Special Training/Skills/Qualifications: List all sports, trainings, and skills you possess to be a volunteer/coach:
Volunteer Query
Have you ever coached/volunteered with the District before? OYES ONO When? How Long?

Pre-Volunteer Certification

PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY AND INDICATE YOUR UNDERSTANDING AND ACCEPTANCE BY SIGNING BELOW.

- 1. I authorize investigation of all statements contained in this application. I understand that falsification, misrepresentation, or omission of facts called for will result in immediate termination from volunteering or removal of my application from consideration.
- 2. If accepted to volunteer by the District, I will abide by all State, Parish and District policies and rules.
- 3. If I am accepted as a volunteer, I give my authorization for the release of my adult criminal history record.
- 4. I understand and agree that unlawful harassment, whether on the bases of race, color, religion, national origin, sex, age, etc., or any other legally protected characteristic will not be tolerated.

BACKGROUND CHECKS

A criminal background check is required for all volunteer applicants 18 years and older. If the background check reveals any of the listed disqualifications, the individual will not be allowed to serve as a volunteer with the District.

DISQUALIFYING OFFENSES

A person will be disqualified and prohibited from serving as a volunteer for the District if the person has been found guilty of the following crimes. Guilty means that a person was found guilty following a trial, entered a guilty plea, entered a no-contest plea accompanied by a court finding of guilty (regardless of whether there was an adjudication of guilt [conviction], a withholding of guilt, or the record has been expunged). This policy does not apply if criminal charges resulted in acquittal, Nolle Prosse, or dismissal.

- 1. All sexual offenses, regardless of the amount of time since offense. Examples include, but are not limited to, child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, and indecent exposure.
- 2. All felony offenses that constitute crimes against the person, regardless of the amount of time since offense. Examples include, but are not limited to, murder, manslaughter, aggravated assault, kidnapping, robbery, and aggravated burglary.
- 3. Any crimes involving children, regardless of the amount of time since the offense.
- 4. All felony offenses, other than those against the person or sexual, within the past 10 years. Examples include, but are not limited to, *drug* offenses, theft, embezzlement, fraud, and child endangerment.
- 5. All misdemeanors that constitute offenses against the person within the past seven years. Examples include, but are not limited to, simple assault, battery, domestic violence, and hit & run.
- 6. All misdemeanor *drug* & *alcohol* offenses within the past five years or multiple offenses in the past 10 years. Examples include but are not limited to driving under the influence, simple *drug* possession, drunk and disorderly, public intoxication, and possession of *drug* paraphernalia.
- 7. Any other misdemeanor within the past five years that would be considered a potential danger to children or is directly related to the functions of the volunteer coach. Examples include, but are not limited to, contributing to the delinquency of a minor, providing *alcohol* to a minor, and theft if person is handling monies.

PENDING CASES

Background checks must be completed once every two (2) years. Any volunteer that is arrested or charged with a crime after successfully completing a background check is **required** to notify the management of the District in writing immediately. The District management will determine the coach/volunteer's eligibility to continue. Failure to notify promptly will automatically void any privileges for District events. Anyone who has been charged with any of the disqualifying offenses or has cases pending in court may not be permitted to coach until the official adjudication of the case.

LIMITATION OF SERVICES

Volunteers serve the District at the sole discretion of the agency. Also, volunteers may leave the program at any time.

TPR BADGE ACKNOWLEDGMENT

My signature below certifies that I have read and understand the foregoing and to the best of my knowledge and belief, the information on this form is true and correct. My signature below also certifies that I agree to be bound by the term conditions stated in this application. This application contains all the understandings and agreements between the District and me concerning the nature of my volunteering and supersedes all prior and/or contemporaneous practices, oral or written agreements, understandings, statements, representations, and promises (expressed or implied) between the District and me. I understand and agree that, except as noted above, no person who is either an agent or employee of the District may modify, delete, vary, or contradict, whether orally or in writing, the terms and conditions of coaching/volunteering set forth herein.

THIS	APPLIC	ATION	MUST BE S	IGNED		
Sign	Here: _					\
		Applica	nt's Signatu	ıre		Date
Print	Name:					
		Applica	nt's Printea	Name		

Code of Conduct for Volunteers

The purpose of the Code of Conduct for Volunteers is to set out standards of behavior expected from volunteers of the District. **All volunteers should ensure that they have read and comply with this Code of Conduct.**

Volunteers should maintain the highest standards of behavior in the performance of their duties by:

- fulfilling their volunteer role to a satisfactory standard;
- performing their volunteer role to the best of their ability in a safe, efficient, and competent way;
- following the District's policies and procedures as well as any instructions or directions reasonably given to them;
- acting honestly, responsibly, and with integrity;
- treating others with fairness, equality, dignity, and respect;
- raising concerns about possible wrongdoing witnessed by the volunteer in the course of the volunteer's role with the District with the volunteer's supervisor;
- meeting time and task commitments and providing sufficient notice when they will not be available so that alternative arrangements can be made;
- acting in a way that is in line with the purpose and values of the District and that enhances the work of the District;
- communicating respectfully and honestly at all times;
- observing safety procedures, including any obligations concerning the safety, health, and welfare of other people in line with any training provided to volunteers;
- reporting any health and safety concerns;
- directing any questions regarding the District's policies, procedures, support, or supervision to the volunteer's supervisor;
- addressing any issues or difficulties about any aspect of their role or how they are managed in line with the District's grievance procedures;
- declaring any interests that may conflict with their role or the work of the District (e.g., business interests
 or employment) (if any doubt arises as to what constitutes a conflict of interest, volunteers may seek
 guidance from their supervisor);
- keeping confidential matters confidential;
- exercising caution and care with any documents, material, or devices containing confidential information
 and at the end of their involvement with the District returning any such documents, material in their
 possession;
- seeking authorization before communicating externally on behalf of the District; and
- maintaining an appropriate standard of dress and personal hygiene.

Volunteers are expected NOT to:

- bring the District into disrepute (including through the use of email, social media, and other internet sites, engaging with media, etc.);
- seek or accept any gifts, rewards, benefits, or hospitality in the course of their role;
- engage in any activity that may cause physical or mental harm or distress to another person (such as verbal abuse, physical abuse, assault, bullying, or discrimination or harassment on the grounds of gender, civil status, family status, sexual orientation, religion, age, disability, or race);

- be affected by alcohol, drugs, or medication, which will affect their abilities to carry out their duties and responsibilities while volunteering;
- provide a false or misleading statement, declaration, document, record or claim in respect of the District, its volunteers, employees, or District Board Members;
- engage in any activity that may damage property;
- engage in illegal activity while carrying out their role; and
- improperly disclose, during or after their involvement with the District ends, confidential information gained in the course of their role with the District.

Where a volunteer is found to be in breach of the standards outlined in this Code of Conduct or any of the District's other policies and procedures this may result in the volunteer's position being terminated. Notwithstanding the foregoing, volunteers should note that the District may terminate a volunteer's position without cause.

Volunteers acknowledge that no employment relationship is created in the context of their role with the District.

The District's Board will review the Code of Conduct for Volunteers at three (3)-year intervals or as appropriate. The District's Board will be responsible for ensuring that this policy is implemented effectively. All other staff and volunteers are expected to facilitate this process.



Volunteer Acknowledgment

As a volunteer for the District, I hereby agree to abide by all policies, procedures, and protocols set forth by the District. I will always comply with the ideals of fostering good sportsmanship towards all I come into contact in my capacity as volunteer. I will report any violations of the District policies to the District immediately and will cooperate with any investigation conducted in a reported violation.

I understand that being a volunteer is a **privilege**, not a right, presented to me and will do my best to handle myself in a professional and respectable manner while representing the District and myself. I further understand that unacceptable behavior as a volunteer may result in disciplinary actions from District up to and including suspension or expulsion volunteering.

I understand that per Louisiana Children's Code Title VI, Article 603, as a volunteer, I am deemed a mandated reporter. Furthermore, I acknowledge that Under Louisiana Children's Code Title VI, Article 609, I have been offered training on the statutory requirement and responsibility of reporting child abuse and neglect, which included information on reporting procedure and the consequences of failure to report. Report abuse or neglect by phone to DCFS's child abuse hotline, 1-855-4LA-KIDS (1-855-452-5437). Further mandated reporter training can be found at dcfs.la.gov/MandatedReporterTraining.

Volunteer's Signature	
Print Name	
Date	

Summer Camp Responsibilities

District Responsibilities

- A. **April 30** The proposed budget for the summer camp must be turned in to the TPR Director. A resolution needs to be adopted/signed approving the proposed budget and the approval of the board to hold the summer camp again.
 - 1. If more than one camp is being held, a proposed budget should be submitted for each.
- B. **June 15** Signed CEA must be returned to TPR Director.
- C. **September 30** Receipts for the most recent summer camp must be turned in to the Parish accounting manager and TPR Director for review. A resolution must be adopted/signed approving the camp revenues and expenses to be turned in.
 - 1. If more than one camp is being held, the accounting for the camps should be separate. An income statement and backup for **each** camp should be turned in.
 - 2. After review by the accounting manager, if the expenses are less than the distribution amount by the Parish, a refund will be requested of the District.
 - 3. Failure to comply with this section shall result in no supplemental funding in subsequent years until resolved.

Parish Responsibilities

- A. **May 25** Award recommendations must be turned in by the TPR Director to Parish Administration for approval.
- B. **June 1** CEAs for initial award amounts must be prepared by the Parish Accounting Department for each Recreation District holding a summer camp and given to TPR Director to obtain signatures.
- C. **June 15** TPR Director must submit CEAs to Parish Administration for signatures. Original CEA should be submitted to Parish Accounting Department. The TPR Director should keep a copy for their files.
- D. **Upon receipt of signed CEAs** The Parish Accounting Department will release check to the District; a copy of the CEA will be given to the District.
- E. If additional funding is submitted and approved by TPR Director and Parish Administration, an amendment to the original CEA will be prepared. If this amendment adjusts the total funding to be greater than thirty thousand dollars (\$30,000), the CEA needs to be submitted to the *Council* and filed with Clerk of Court.

Funding Considerations

- A. Adequate and justifiable payroll (in accordance with public employment guidelines)
- B. Insurance cost (only insurance that pertains to summer camp will be considered)
- C. Supplies
- D. Materials for arts and crafts room
- E. Other on-site activity supplies and materials
- F. Camp shirts
- G. Total operational costs and burden based on aforementioned items

Submittal of Activities that Will Not Be Considered for Supplemental Funding²⁴

- A. Field trips to offsite locations
- B. Transportation to offsite locations
- C. Payments to professional guests for services (e.g., dance teachers, exercise instructors, etc.)
- D. Payments to professional entertainment services (e.g., magic shows, guest speakers, etc.)
- E. Payments to vendors for specialty services (e.g., petting zoos, animal demonstrations, etc.)
- F. Payments to vendors for services (e.g., food trucks, concession wagons, etc.)
 - *Note: Decisions on items not listed will be left up to the discretion of the CFO.

What to Include in the Summer Camp Budget Proposal

- A. List of positions to be filled with wages, for example:
 - 1. Camp director \$15/hour
 - 2. Camp counselors \$11/hour
- B. How many individuals will be allowed to register and/or projected number of campers.
- C. Registration fee(s) (amount being collected from individuals).
- D. Daily hours of operation (e.g., 7:30 a.m. to 3:00 p.m.).
- E. Planned activities and estimated cost.
- F. Dates camp will be held (if applicable, please note day(s) camp will be closed (e.g., 4th of July)), for example:
 - 1. Monday through Thursday, June 1 to July 10
 - 2. Monday through Friday, June 1 to July 31
- G. Total days camp will be held.
- H. Ages of individuals eligible to register for camp (e.g., 5-12 years old).

²⁴ These activities may be funded by district millage and/or registration fees; proof of separate funding must be provided.

This information is pending.

This information is pending.

District Cash Handling Procedures

Request cash

- A. Management shall approve the request.
- B. Two individuals shall pull the money from the safe and verify the totals.
- C. If money is not kept on hand, a request shall be made to the accountant to get the cash from the bank.
 - 1. When cash is received from the bank, the accountant and the *employee* receiving the cash shall sign a form that states the date, amount, and time.

Make bags for employees

- A. Management shall:
 - 1. pull the bags needed;
 - 2. count the money and divide it for each bag; and
 - 3. write the amount on each bag.
- B. *Employees* that will use each bag shall sign the bags and documents for the total amount that is given to them.
- C. Documents shall be copied. The original shall remain in the safe, and the copy shall be provided with the bag to the *employee*.

End of event

- A. Supervisor and employee shall each verify the amount in the bag, then both shall sign the bag and document.
- B. Supervisor and manager shall drop the bags into the safe until the next business day.

Next business day

- A. Management shall:
 - 1. count all monies and total the credit card receipts against the company report;
 - 2. compare totals to employee amounts counted plus the credit card report;
 - 3. combine all money for the bank deposit or the safe;
 - 4. make the deposit ticket for the bank and the countdown sheet for the money returned to the safe;
 - 5. bring cash to the bank;
 - 6. verify bank deposit receipt against deposit ticket; and
 - 7. file all paperwork.

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GLOSSARY

accountant. The individual/firm assigned by the District to handle the financial responsibilities of the District.

administrative leave. Temporarily relieves an employee of their normal job responsibilities during an administrative investigation, either paid or unpaid (if paid, employee shall be required to remain home and available during normal working hours).

alcohol, alcoholic beverages. Unauthorized beverages containing an intoxicating agent, including beer, malt beverages, wine, liquor, or other distilled spirits.

Board, Board of Directors. The governing authority(ies) of the Recreation District(s) in Terrebonne Parish as appointed by the *Council*.

capital asset. A tangible asset of the District that exceeds an adopted capitalization policy and has an estimated useful life extending beyond one year. This includes land, buildings and improvements, and equipment used in operations of the District.

capital projects fund. A fund to account for financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Compare *debt service fund*; *general fund*; *special revenue fund*.

CFO. The Chief Financial Officer of Terrebonne Parish Consolidated Government.

civil leave. A paid leave of absence granted to an *employee* for these specific legal reasons: jury duty, grand jury service, summons, or subpoena as a witness for the local, state, or federal court, but not for personal lawsuit.

compensatory time. Time off in lieu of *overtime* cash compensation for *overtime* work performed in a workweek at a rate not less than one and one-half (1.5) times each hour of employment for which *overtime* compensation is required by the FLSA.

Council. The legislative branch of Terrebonne Parish Consolidated Government.

debt service fund. A fund to account for accumulations of resources that are restricted, committed, or assigned to expenditure for principal and interest. Compare *capital projects fund*; *general fund*; *special revenue fund*.

demotion. An employee's change from a *position* in one classification to a *position* in another classification assigned a lower salary range.

discrimination. Treating a person or group of people less favorably, which is prohibited by the U.S. Constitution and federal laws (e.g., Title VII of the Civil Rights Act,²⁵ the Age Discrimination in Employment Act,²⁶ the Americans with Disabilities Act (ADA)²⁷) as well as state and local ordinances.

dismissal, discharge. The *termination* of employment *for cause*.

drug. A substance (other than food) intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease or to affect the structure or any function of the body.

²⁵ Title VII of the Civil Rights Act can be found online at dol.gov.

²⁶ The **Age Discrimination in Employment Act** can be found online at <u>eeoc.gov</u>.

²⁷ The Americans with Civil Disabilities Act can be found online at ada.gov.

electronic device. A device or a component thereof that contains one or more circuit boards and is used primarily for data transfer or storage, communication, or entertainment purposes, including desktop and laptop computers, computer peripherals, monitors, copy machines, scanners, printers, radios, televisions, camcorders, video cassette recorders, compact disc players, digital video disc players, MP3 players, telephones (including cellular and portable telephones), and stereos.

emergency day benefit. Compensation at an *employee's* regular hourly rate of pay for each hour the *employee* was scheduled to work on an *emergency day*.

emergency day. A day within the *employee's* regular workweek declared by the Parish President as a day where *employees* remain at home.

employee. Any person employed by the District to whom a provision of this manual has been made applicable by the *Board*. Compare *prospective employee*.

Facility Use Permit. A numbered permit issued by TPR once all documentation, insurance, and financial requirements are met. The reservation is not final until the permit has been issued. The permit must be present at the facility for the duration of the rental agreement.

for cause. A reason or grounds for action taken or for the existence of a condition.

for-profit vendor. An organization that sells concessions on the District's property for the benefit of the organization. Compare *non-profit vendor*.

full-time employee. An *employee* who is regularly scheduled to work forty (40) hours per week in a *position*. Compare *part-time employee*.

fund. A fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

fund balance. Difference between assets, liabilities, deferred outflow of resources, and deferred inflow of resources. Net position of a government.

general fund. The fund used by default to account for and report all financial resources not accounted for and reported in another fund. Compare *capital projects fund*; *debt service fund*; *special revenue fund*.

holiday benefit. Eight (8) hours of compensation at an employee's regular hourly rate of pay.

holiday. A day within the *employee's* regular workweek when *employees* are paid a *holiday benefit* but are not required to work.

Human Resources Director. Any individual designated by the Parish President to oversee the administration of the Parish's Human Resources System in accordance with the Home Rule Charter.

management. Any individual who has been authorized to oversee and manage the work of *employees*.

meeting. The convening of a *quorum* of a public body to deliberate, act, or receive information over which the public body has supervision, control, jurisdiction, or advisory power.

military leave. Leave granted in accordance with federal and state law for military purposes.

non-profit vendor. A non-profit (501c3) organization that sells concessions on the District's property for the benefit of non-profit and/or community of the District. Compare *for-profit vendor*.

overtime. Hours worked over forty (40) in a workweek that entitles a *non-exempt employee* to compensation at one and one-half (1.5) times the regular rate of pay for each hour worked over forty (40) hours in that workweek unless otherwise provided by law.

parental leave. A paid leave of absence from regular scheduled work hours by a full-time, permanent employee who becomes a parent via childbirth, adoption, foster (long-term), or any other legal placement and meets all eligibility requirements.

part-time employee. An *employee* who is regularly scheduled to work less than thirty (30) hours per week and who is not eligible for *benefits*. Compare *full-time employee*.

permanent employee. An *employee* whose *position* has been budgeted and who has completed the one hundred and eighty (180) day *probationary period*. Compare *temporary employee*; *seasonal employee*.

personal leave. An accrued paid leave of absence from regularly scheduled work hours earned by a *full-time*, *permanent employee* for the purpose of vacation, recreation, or to attend to personal affairs.

position. A group of duties and responsibilities assigned or delegated by *management* to be performed by one (1) *employee*.

probationary period. A set period of time used to assess an employee's aptitude to being successful in the position.

promotion. An *employee's* advancement in *position*.

prospective employee. Any person selected for employment by the District who has begun the hiring process. Compare *employee*.

public records custodian. The public official or head of any public body having custody of a public record or a representative specifically authorized to respond to request to inspect any such public records.

quorum. Simple majority of the **total** membership (including vacant positions).

reduction in force, RIF. The *dismissal* of an *employee* because of lack of work, lack of sufficient financial appropriation, or other causes which do not reflect on the *employee*.

retaliation. Any adverse reaction by *management* that would deter an *employee* from making a complaint (e.g., counseling, written reprimand, discipline, *demotion*, salary reduction, or *termination*).

resignation. The voluntary *termination* of employment by an *employee*.

Robert's Rules of Order. A manual of parliamentary procedure that governs most organizations with boards of directors.

seasonal employee. An *employee* who is not working as a *permanent employee*. Compare *permanent employee*; *temporary employee*.

sick leave. An accrued paid leave of absence from regular scheduled work hours earned by a fulltime, permanent employee for any recognized medical reason for an employee or their immediate family member.

special revenue fund. A fund to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. Compare *capital projects fund; debt service fund; general fund.*

supervisor. The member of *management* who directly oversees an *employee*; also known as immediate, direct, or first-line *supervisor*.

suspension. The enforced leave of absence without pay of an *employee* for disciplinary purpose.

temporary employee. An *employee* who works in a non-*permanent position*, regardless of the number of hours worked in a week. Compare *permanent employee*; *seasonal employee*.

termination. The separation of an *employee* from the *position* by reasons of death, *resignation*, *reduction* in *force*, *dismissal*, expiration of term of appointment, or failure to return after the expiration of a period of authorized leave.

vacancy. Any budgeted, unfilled position.

volunteer. An individual or organization volunteering to perform services of its own free will to the District.

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Monday, November 14, 2022

Item Title:

TPRD Policy and Procedure Manual

Item Summary:

Introduce an ordinance to adopt the Terrebonne Parish Recreation District Policy and Procedure Manual and call a public hearing on Wednesday, November 30, 2022, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/4/2022	Executive Summary
Ordinance	11/4/2022	Ordinance



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

PROJECT SUMMARY (200 WORDS OR LESS)

An Ordinance to adopt the Terrebonne Parish Recreation District Policy and Procedure Manual

See above.

<u>N/A</u>

NO

YES

	PROJECT PURPOSE & BI	ENEFITS (150 WORDS OR LESS)			
See Above					
	TOTAL EXI	PENDITURE			
N/A					
	AMOUNT SHOWN ABO	OVE IS: (CIRCLE ONE)			
	ACTUAL	ESTIMATED			
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)					

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

IF YES AMOUNT

BUDGETED:

N/A

s/Jessica Domangue	<u>November 4, 2022</u>
Signature	Date

AN ORDINANCE TO ADOPT THE TERREBONNE PARISH RECREATION DISTRICT POLICY AND PROCEDURE MANUAL AND TO PROVIDE FOR RELATED MATTERS

SECTION I

WHEREAS, Section 1-06 of the Home Rule Charter for the Terrebonne Parish of Terrebonne provides that the parish government shall have the right, power and authority to pass all ordinances requisite or necessary to promote, protect and preserve the general welfare, safety health, peace and good order of the parish, including, but not by way of limitation, the right, power and authority to pass ordinances on all subject matters necessary, requisite or proper for the management of parish affairs, and all other subject matter without exception, subject only to the limitations that the same shall not be consistent with the Constitution or expressly denied by the general law applicable to the parish; and

WHEREAS, in an effort to update recreation procedures in Terrebonne Parish as it pertains to the current usage and millages of all recreation districts, the maintenance and usage of facilities, and TPCG operating recreation programs in accordance with Chapter 21, "Recreation and Parks" of the Terrebonne Parish Consolidated Government Code of Ordinances, the Council adopted Ordinance No. 09269; and

WHEREAS, this policy was prepared by TPCG; and

WHEREAS, this Terrebonne Parish Recreation District Policy and Procedure Manual was prepared by TPCG in accordance with Chapter 21, Section 21-90 through Section 21-98; and

WHEREAS, this manual has been reviewed with Recreation Districts through the Recreation Advisory.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, adopt the Terrebonne Parish Recreation District Policy and Procedure Manual as presented.

SECTION III

If any work, clause, phrase, section, or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections, and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION IV

This Ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.