



POLICY STATEMENT

NO. 1.24.00

COORDINATED BY: Office of the Chancellor

EFFECTIVE: September 30, 2022

PUBLISHED ONLINE AT:

<https://www.lsus.edu/offices-and-services/policies-and-manuals/policy-statements>

SUBJECT: AMERICANS WITH DISABILITIES ACT (ADA)

I. POLICY

Louisiana State University Shreveport (LSUS, LSU Shreveport) is fully committed to ensuring compliance with the requirements of the Americans with Disabilities Act and its Amending Act of 2008 (collectively ADA) to include:

- Title I: prohibits discrimination against qualified individuals with disabilities in all employment practices, including recruitment, hiring, advancement, compensation, fringe benefits, job training, and other terms, conditions, and privileges of employment. Upon request, LSUS shall engage in an interactive process and may approve a reasonable accommodation, unless the Requestor is not a qualified individual; doing so poses an undue hardship to the agency; or poses a direct threat to the health or safety of the individual with a disability or others.
- Title II: ensures qualified individuals with disabilities have equal access to the full range of programs, services, activities, and facilities of the agency. Upon request, LSUS may provide a reasonable accommodation, unless the Requestor is not a qualified individual; doing so would fundamentally alter the nature of the agency's service, program, or activity; or poses a direct threat to the health or safety of the individual with a disability or others.

II. PURPOSE

The purpose of this policy is to outline Louisiana State University Shreveport's standards and procedures for purposes of ADA compliance.

III. APPLICABILITY

This policy applies to all LSUS employees, applicants for employment, and members of the general public that receive services from LSUS.

IV. DEFINITIONS

Disability: Under the ADA, an individual with a disability is a person who:

1. Has a physical or mental impairment that substantially limits one or more major life activities;
2. Has a record of such impairment; or
3. Is regarded as having such impairment as described in item #1 above.

Impairment: Any physiological, mental, or psychological disorder or condition, including those that are episodic or in remission, that substantially limits one or more major life activities when active.

Substantially Limits: An impairment that prevents the ability of an individual to perform one or more major life activities as compared to most people in the general population when taking into consideration factors such as the nature, severity, duration, and long-term impact of the condition. Such consideration must be regardless of any mitigating measures such as modifications, auxiliary aids, or medications used to lessen the effects of the condition (except for use of ordinary eyeglasses or contact lenses).

Major Life Activities:

1. Generally, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working; and
2. The operation of a major bodily function, including functions of the immune system, special sense organs, and skin; normal cell growth; and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

Essential Functions: The fundamental and primary duties of a position. Considerations in determining whether a function is essential include such factors as the written job description; whether the reason the position exists is to perform that function; the limited number of employees available to perform that function; and the degree of expertise required to perform the function.

Qualified Individual:

1. Under Title I, an individual with a disability who meets the requisite skill, experience, and education requirements for the position and who can perform the essential functions of the position held or applied for, with or without reasonable accommodation(s).
2. Under Title II, an individual with a disability who meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by LSUS, with or without reasonable accommodation(s).

Reasonable Accommodations:

1. Under Title I, a modification or adjustment to the work environment that will enable a qualified individual with a disability to:
 - a. participate in the testing, application, and/or interview process;
 - b. perform the essential functions of the job; or
 - c. provide equal opportunity to the benefits and privileges of employment.
2. Under Title II, a modification that permits an individual with a disability to effectively communicate with LSU Shreveport and/or ensure equal opportunity relative to LSU Shreveport's programs, services, activities, and facilities.

Undue Hardship: An accommodation that would be unduly costly, extensive, substantial, or disruptive, in light of factors such as the size of the agency, the resources available, and the nature of the agency's business operations.

Direct Threat: A significant risk of substantial harm to the health or safety of an individual with a disability or others that cannot be eliminated or reduced by reasonable accommodation.

ADA Coordinator: The Louisiana State University Shreveport representative responsible for facilitating the interactive, evaluation process relative to any request for accommodation, whose name and contact information is provided below.

Name: Cindy Maggio
Section: Office of Title IX and Equity, ADA Coordinator
Address: One University Place, Shreveport, LA 71115-2399
Phone #: (318) 797-5071
Email: cindy.maggio@lsus.edu

V. PROCEDURES FOR REQUESTING A REASONABLE ACCOMMODATION

It is the responsibility of the qualified individual with a disability to request a reasonable accommodation when needed. To do so, the individual:

- May initiate a request either verbally or in writing. If in writing, the qualified individual with a disability should complete the Request for Accommodation Form. If the individual needs assistance to complete the request form, LSUS will provide such assistance;
- Must submit the request to the appropriate person for the nature of the accommodation requested (as further explained below); and
- Must timely and cooperatively participate in the interactive process (as further described therein).

If the accommodation request is from a LSU Shreveport employee, he/she may be required, as part of the interactive process, to provide the ADA Coordinator with medical documentation from their health care provider describing the nature of the disability and the functional limitations thereof.

1. Employment Title (Title I)

a. Application/Testing Process

A qualified individual with a disability may address an accommodation request relative to the application and/or testing process to the following, dependent upon the Job Type indicated on the vacancy announcement:

- i. For Classified Jobs: Contact State Civil Service, Testing, and Recruiting Office at (225) 925-1911. For more information regarding accommodations, applicants may go to

<https://jobs.civilservice.louisiana.gov/TestInformation/Accommodations.aspx>.

- ii. For Unclassified Jobs: Contact the Louisiana State University Shreveport representative identified in the vacancy announcement for the job being sought. The LSUS representative shall notify and collaborate with the ADA Coordinator to address the accommodation request.
- b. Interview Process
If contacted for an interview, a qualified individual with a disability should notify the hiring manager at that time if an accommodation is needed in order to participate in the interview and, if so, the nature of the accommodation. The hiring manager shall notify and collaborate with the ADA Coordinator to address the accommodation request.
- c. Performance of Essential Functions
A qualified individual with a disability may address an accommodation request related to the performance of the essential functions of a job to the following:
 - i. If needed prior to or at the time of hire for a position, the accommodation request should be submitted to the person with whom the individual interviewed.
 - ii. If employed by LSU Shreveport and needed for the current job held, the accommodation request should be addressed to the immediate supervisor.
The interviewer or immediate supervisor shall notify and collaborate with the ADA Coordinator to address the accommodation request. Such requests must include the duties the individual is unable to perform, and the accommodation(s) requested. Such accommodations may include job restructuring, use of accrued paid leave (or once exhausted, unpaid leave), modified or part-time work schedules, acquiring equipment, or reassignment.
- d. Benefits and Privileges of Employment
An employee seeking an accommodation related to the benefits and/or privileges associated with employment should notify the immediate supervisor. The immediate supervisor shall notify and collaborate with the ADA Coordinator to address the accommodation

request. Such requests should include the benefits and/or privileges of employment in which the individual is unable to participate, and the accommodation requested. Such accommodations may include restructuring work areas, lunchrooms, break rooms, training rooms, and restrooms to make them available and accessible to all employees.

NOTE: Guidelines that govern facility standards are based on the date of original construction. Additional guidelines may apply when renovations or alterations are undertaken. LSU Shreveport shall coordinate construction and renovation in conjunction with appropriate state departments, as well as building code, regulatory and leasing entities, as applicable.

e. Pregnancy, Childbirth, or Related Medical Condition

In accordance with Ls. R.S. 23:341-342, an applicant or employee with limitations arising from pregnancy, childbirth, or related medical conditions may request an accommodation to the immediate supervisor. The immediate supervisor shall notify and collaborate with the ADA Coordinator to address the accommodation request. Such accommodations may include but are not limited to: providing more frequent, compensated break periods; providing a private place, other than a bathroom stall, for purposes of expressing breast milk; modifying food or drink policy; and other accommodations that permit the individual to reduce or eliminate the need for leave.

NOTE: Accommodation requests and information collected during the associated interactive process shall be limited to only those individuals with a business need-to-know.

2. Effective Communication (Title II)

A qualified individual with a speech, hearing, or vision impairment may request an accommodation to the ADA Coordinator and shall be furnished with appropriate auxiliary aids and services so that the individual can participate equally in LSU Shreveport's programs, services, and activities. Such auxiliary aids may include qualified sign language interpreters, documents in Braille, and other ways of making information and communication accessible. Anyone who requires an auxiliary aid or service for effective communication should contact the ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event.

3. Modifications to Policies, Procedures, or Facilities (Title II)

A qualified individual with a disability seeking modifications to policies, procedures, or facilities for equal opportunity to enjoy LSU Shreveport's programs, services, and activities should contact the ADA Coordinator. Such requests should include the specific program, service, or facility that the individual is unable to access, and the accommodation(s) requested.

VI. INTERACTIVE PROCESS – EVALUATION OF ACCOMMODATION REQUESTS

Upon receipt, the individual to whom an accommodation request was submitted must immediately notify the ADA Coordinator. The ADA Coordinator shall:

- document the request, if not submitted in writing by the Requestor, on the Request for Accommodation Form;
- notify the Requestor, if he/she is a current LSU Shreveport employee, whether a completed Medical Inquiry Form from a health care provider is required;
- engage in an interactive process involving consultation with the Requestor, the treating physician (if applicable), and agency management;
- confer with the Louisiana Rehabilitation Services and/or Job Accommodation Network (JAN), as deemed appropriate, to help evaluate the availability of accommodation options and resources related thereto;
- where appropriate, discuss any alternative, equally effective accommodations with the Requestor;
- recommend to, and secure approval from, the Appointing Authority as to the final determination of the accommodation request; and
- notify the Requestor, in writing, of the final determination, including information regarding the internal grievance procedure.

Individuals with disabilities are encouraged to suggest accommodations based upon their own life and/or work experiences. Such requested accommodations will be duly considered. Nonetheless, Louisiana State University Shreveport reserves the right to select an equally effective accommodation that may be less expensive or impactful on business operations. All accommodation requests will be evaluated thoroughly and objectively on a case-by-case basis.

VII. INTERNAL COMPLAINT PROCEDURE

The following internal grievance procedures are available to individuals with disabilities for resolution of complaints regarding the disposition of an accommodation request or asserting any action that would be prohibited by the ADA:

1. **Employees:** LSU Shreveport employees may file an internal grievance by writing to: **Dr. Paula Atkins, Dean of Students, One University Place, Shreveport, LA 71115-2399**; or calling **(318) 797-5116**.
2. **Applicants or General Public:** Complaints regarding the application/testing/interview process or accessibility of a program, service, or activity of LSU Shreveport may be addressed to: **Dr. Paula Atkins, Dean of Students, One University Place, Shreveport, LA 71115-2399**; or calling **(318) 797-5116**.

VIII. PROTECTIONS

No individual shall be discriminated or retaliated against, coerced, intimidated, threatened, harassed, or interfered with for:

- Making an accommodation request;
- Opposing any act or practice made unlawful by the ADA;
- Filing a charge, testifying, assisting, or otherwise participating in an investigation, proceeding, or hearing to enforce any provision of the ADA;
- Aiding or encouraging another individual in the exercise of any right guaranteed or protected by the ADA; or
- Having a family, business, social, or other relationship or association with an individual with a known disability.

IX. PUBLIC NOTICE

To ensure accessibility by all interested persons, this policy shall be made available on the Louisiana State University Shreveport's public website located at <https://www.lsus.edu>, as well as a notice posted conspicuously for access by the public in each of the LSU Shreveport facilities.

X. DOCUMENTATION

Forms associated with this policy are available at <https://www.lsus.edu>, or by request to the ADA Coordinator.

- Request for Accommodation Form
- Medical Inquiry Form

XI. CONFIDENTIALITY

All documentation obtained as part of an accommodation request, including medical and other relevant information, shall be maintained as confidential records, separate from the employee's personnel file, and subject to disclosure only as allowed by law or with the individual's permission.

XII. ADDITIONAL RESOURCES


For additional resources, individuals with disabilities may contact Rikki Nicole David, State ADA Coordinator, at rikki.david@la.gov or (225) 342-1243.

Individuals may also contact or file a complaint with the following:

- U.S. Equal Employment Opportunity Commission (EEOC) pursuant to Title I (29 CFR § 1630.1 – 1630.16) at (800) 669-4000, (800) 669-6820 (TTY for Deaf/Hard of Hearing callers only) or (844) 234-5122 (ASL Video Phone for Deaf/Hard of Hearing callers only).
- Louisiana Commission on Human Rights pursuant to La. R.S. 23:323 et seq at (225) 342-6969.
- U.S. Department of Justice (DOJ), Civil Rights Division, pursuant to Title II (28 CFR § 35.101 – 35.190) at (202) 514-3847 or (202) 514-0716 (TTY for Deaf/Hard of Hearing callers only).

Be advised that strict time limitations apply for filing complaints with these governmental agencies.

AUTHORIZED AND APPROVED BY:

DocuSigned by:

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Lawrence Clark
Chancellor

09/30/2022

Date Signed

Certificate Of Completion

Envelope Id: CF7831F62ECD4AA599E2F03C7C10F1FB	Status: Completed
Subject: PS1.24.00 - americans with disabilities act.docx	
AidYear:	
FormID:	
InitiatorID:	
StudentID:	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Tracy Lear
Time Zone: (UTC-06:00) Central Time (US & Canada)	Tracy.Lear@lsus.edu
	IP Address: 198.182.205.254

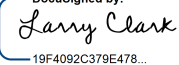
Record Tracking

Status: Original	Holder: Tracy Lear	Location: DocuSign
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Larry Clark
 Larry.Clark@lsus.edu
 Chancellor
 Louisiana State University Shreveport
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 19F4092C379E478...
 Signature Adoption: Pre-selected Style
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Timestamp

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 Signed: 9/30/2022 3:41:01 PM

Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

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Intermediary Delivery Events

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Certified Delivery Events

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Timestamp

Carbon Copy Events

Status

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Cindy Maggio
 Cindy.Maggio@lsus.edu
 Louisiana State University Shreveport
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
 Accepted: 1/20/2021 12:11:27 PM
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Erin Smith
 Erin.Smith@lsus.edu
 Security Level: Email, Account Authentication (None)

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	9/30/2022 3:41:01 PM
Completed	Security Checked	9/30/2022 3:41:03 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Louisiana State University Shreveport (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Louisiana State University Shreveport:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: scott.hardwick@lsus.edu

To advise Louisiana State University Shreveport of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at shelby.keith@lsus.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Louisiana State University Shreveport

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to scott.hardwick@lsus.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Louisiana State University Shreveport

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to scott.hardwick@lsus.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Louisiana State University Shreveport as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Louisiana State University Shreveport during the course of your relationship with Louisiana State University Shreveport.