



# Hazelhurst City School District



Excellence is the Expectation

**2019-2020**  
**Employee Handbook**

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## **District Vision**

The Hazlehurst City School District seeks to develop leaders who initiate change through self-determination, inclusiveness, and critical thinking.

## **District Mission**

The Mission of Hazlehurst City School District is to provide a 21<sup>st</sup> century learning environment that produces civically responsible students that are college and career ready.

## **District Goals**

- Increase student achievement districtwide and at all schools next year.
- There will be a safe and orderly school climate in every school.
- An increasing number of children will experience a positive K-12 education experience.
- The school district will maintain a sound financial fund balance.

## **District Beliefs**

- Our scholars deserve a safe, nurturing, and orderly environment;
- All scholars deserve access to a quality education and an opportunity to be successful;
- Every scholar will be prepared to continue his/her education and successfully enter the work place as a productive, responsible citizen;
- Our scholars have the same capabilities as other scholars throughout the nation;
- All scholars, faculty and parents should be treated with dignity and respect; and
- All scholars and faculty will make data driven decisions.

## **District Policies**

This Employee Handbook has been prepared so that you will be informed about the policies and procedures used to govern employment with the Hazlehurst City School District. It is your responsibility to view and familiarize yourself with this handbook as well as the policies and procedures manual as approved by the Board of Trustees. The policies which govern the Hazlehurst City School District are accessible online at <https://hazlehurst.msbapolicy.org/>.



# Hazlehurst City School District Calendar

## 2019-2020

July 2019						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
Teacher Days 2						

August 2019						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
Student Days 20   Teacher Days 22						

September 2019						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
Student Days 20   Teacher Days 20						

Date	Holiday or Event
July 4-5	4 <sup>TH</sup> OF JULY <i>DISTRICT CLOSED</i>
July 15-18	NEW TEACHER ORIENTATION
July 30	DISTRICT CONVOCATION
July 30- Aug 2	STAFF PD
Aug 1	OPEN HOUSE (5:00 PM – 7:00 PM)
Aug 5	STUDENTS REPORT
Sept 2	LABOR DAY <i>DISTRICT CLOSED</i>
Oct 11-14	COLUMBUS DAY <i>DISTRICT CLOSED</i>
Nov 25-29	THANKSGIVING <i>DISTRICT CLOSED</i>
Dec 20	REDUCED DAY (63%)
Dec 23- Jan 3	CHRISTMAS <i>DISTRICT CLOSED</i>
Jan 6	STAFF PD (STUDENT HOLIDAY)
Jan 7	STUDENTS REPORT
Jan 20	MLK DAY <i>DISTRICT CLOSED</i>
Feb 14-17	PRESIDENT’S DAY <i>DISTRICT CLOSED</i>
March 9-13	SPRING BREAK <i>DISTRICT CLOSED</i>
April 10-13	EASTER HOLIDAY <i>DISTRICT CLOSED</i>
May 21	LAST DAY FOR STUDENTS (63%)
May 22	HIGH SCHOOL GRADUATION
May 25	MEMORIAL DAY <i>DISTRICT CLOSED</i>
May 26	LAST DAY FOR TEACHERS

October 2019						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
Student Days 21   Teacher Days 21						

November 2019						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
Student Days 16   Teacher Days 16						

December 2019						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
Student Days 15   Teacher Days 15						

January 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
Student Days 18   Teacher Days 19						

February 2020						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
Student Days 18   Teacher Days 18						

March 2020						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
Student Days 17   Teacher Days 17						

April 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
Student Days 20   Teacher Days 20						

May 2020						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	Student Days 15 Teacher Days 17					

June 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### Progress Report Dates

- 1<sup>ST</sup> NINE WEEKS- SEPT 12
- 2<sup>ND</sup> NINE WEEKS- NOV 14
- 3<sup>RD</sup> NINE WEEKS- FEB 6
- 4<sup>TH</sup> NINE WEEKS- APRIL 16

### Report Card Dates

- 1<sup>ST</sup> NINE WEEKS- OCT 17  
Parent Pickup & Conferences 4pm-6pm
- 2<sup>ND</sup> NINE WEEKS- JAN 9
- 3<sup>RD</sup> NINE WEEKS- MARCH 19  
Parent Pickup & Conferences 4pm-6pm
- 4<sup>TH</sup> NINE WEEKS- MAY 22

*Hazlehurst City School District: Excellence is the Expectation*



## **Hazlehurst City School District 2019-2020 Bell Schedules**

### ***Hazlehurst Elementary School***

<b>First Bell</b>	7:30 am
<b>Instructional Day Begins</b>	7:35 am
<b>Pre-K Dismissal</b>	2:45 pm
<b>Grades K-2 Dismissal</b>	3:00 pm
<b>Grades 3-5 Dismissal</b>	3:04 pm

### ***Hazlehurst Middle School***

<b>Period</b>	<b>Begin</b>	<b>End</b>
<b>Period 1</b>	7:35 am	8:25 am
<b>Period 2</b>	8:29 am	9:19 am
<b>Period 3</b>	9:23 am	10:13 am
<b>Break</b>	10:13 am	10:28 am
<b>Period 4</b>	10:32 am	11:22 am
<b>Period 5</b>	11:26 am	12:33 pm
<b>Lunch</b>	12:05 pm	12:33 pm
<b>Period 6</b>	12:37 pm	1:27 pm
<b>Period 7</b>	1:31 pm	2:21 pm
<b>Period 8</b>	2:25 pm	3:15 pm

### ***Hazlehurst High School***

<b>Period</b>	<b>Begin</b>	<b>End</b>
<b>Breakfast</b>	7:10 am	7:35 am
<b>Period 1</b>	7:40 am	8:35 am
<b>Period 2</b>	8:39 am	9:29 am
<b>Break</b>	9:29 am	9:39 am
<b>Period 3</b>	9:43 am	10:33 am
<b>Period 4</b>	10:37 am	11:27 am
<b>Period 5</b>	11:31 am	12:41 pm
<b>1<sup>st</sup> Lunch Wave 11:36 am – 11:56 am</b>		
<b>2<sup>nd</sup> Lunch Wave 12:06 pm – 12:26 pm</b>		
<b>Period 6</b>	12:45 pm	1:35 pm
<b>Period 7</b>	1:39 pm	2:29 pm
<b>Period 8</b>	2:33 pm	3:25 pm

## Central Office Personnel

Hours of Operation  
Monday – Friday 8:00 am – 4:00 pm

Superintendent	Cloyd Garth, Jr.
Business Manager	Sherry Terry
Director of Curriculum & Instruction	Tiffany Hicks
Director of Innovation	Teressa Fulgham McCarty
Director Special Services	Eric Sumrall
Director of Food Services	Mona Fauver
Director of Security	Andre' Watson
Facilities Coordinator	Robert Lenoir
Accounts Payable	Johnny Swilley
Payroll/Insurance	Paula Dominick
16 <sup>th</sup> Section & Fixed Assets	TBD
Child Nutrition Coordinator	Mona Fauver
Human Resource Coordinator	Patricia Johnson
MSIS Coordinator	Kawana Tanner
School Resource Officer	Ronnie Murray
Receptionist	Deborah Newell
Administrative Assistant and Board Clerk	Bobbie Washington-Hall

## Hazlehurst City School District Board Members

Paul Rhodes, President  
Dr. Daniel Jones, Secretary  
Kevin Brown, Member  
Alberta Nelson, Member  
Kenneth Thrasher, Member

### SCHOOL BOARD ATTORNEY

Carroll Rhodes

## **School Administration**

### ***Hazlehurst Elementary School***

112 Marvin Minor Drive  
Hazlehurst, MS 39083  
Phone: 601.574.2783  
Fax: 601.894.3960

#### **Kim Lockett-Langston, Principal**

Krispen Williams, Assistant Principal  
TBD, Counselor  
Farmika Cooper, Administrative Assistant  
Latashie Brown, Counselor Assistant  
Brittany Smith-Braddy, Attendance Clerk

### ***Hazlehurst Middle School***

112 Marvin Minor Drive  
Hazlehurst, MS 39083  
Phone: 601.894.3463  
Fax: 601.894.2629

#### **Morgan Davis, Principal**

Bridgette Taylor, Assistant Principal  
Kawana Tanner, Counselor  
Jasmine Sutton, Administrative Assistant  
Anita Easterling, Counselor Assistant

### ***Hazlehurst High School***

101 South Haley Street  
Hazlehurst, MS 39083  
Phone: 601.894.2489  
Fax: 601.894.3120

#### **Jason Young, Principal**

Megan Duff, Assistant Principal  
Dr. Erica Towers, Counselor  
Patoria Flowers, Administrative Assistant  
Wytarius Wilson, Counselor Assistant  
Ra'Shay Watts, Attendance Clerk

## **Standards of Service**

The HCSD has set a high standard of behavior which it expects from its employees. Be uncompromising in your honesty and integrity and always make sure your personal conduct is the very best. A moment of carelessness or discourtesy may break down goodwill we have been building for years. This district will be judged by its employees' conduct, hospitality, enthusiasm and pride.

## **Expectations**

As a HCSD employee, you are expected to obey all policies and procedures and remain informed of policy and procedural changes. This will ensure prompt and accurate service to scholars, parents, and fellow employees. You should strive to provide quality service.

Be courteous and helpful. Make certain everyone you encounter receives consideration and understanding to the best of your ability.

Be a good listener whether you are dealing with a scholar, parent, or fellow employee. Listen to their point of view and understand there will be occasional frustration or anger.

Ask your supervisor any questions you may have about job tasks and district policies and guidelines. Also, be eager to ask questions that will help you help others.

## **Professional Educator Code of Conduct (Policy GAA)**

All professional educators in the school district shall comply with the Mississippi Professional Educator Code of Ethics and Standards of Conduct as outlined in Mississippi Department of Education policy 1710 and 1717.

The superintendent or his or her designee shall establish procedures to assure that all school district employees comply with this policy. The procedures shall include, but are not limited to:

1. Providing all licensed employees with a copy of the Mississippi Educator Code of Ethics and Standards of Conduct;
2. Maintaining a signed statement in each licensed employee's personnel file verifying that he or she has been given notice of the Mississippi Educator Code of Ethics and Standards of Conduct;
3. Advising all licensed employees that his or her contract with the school district is subject to the Mississippi Educator Code of Ethics and Standards of Conduct; and may be revoked or suspended pursuant to its terms; and
4. Providing annual in-service training for all employees on the Mississippi Professional Educator Code of Ethics and Standards of Conduct.

The Superintendent shall report to the Mississippi Department of Education all license holders who engage in unethical conduct relating to an educator/student relationship (Standard 4).

## **Equal Opportunity Employment (Policy GAAA)**

This Board shall not discriminate in its policies and practices with respect to compensation, terms or conditions of employment because of an individual's race, color, ethnic or national origin, religion, gender, height, weight, age, marital status, political beliefs, disability, or handicap which does not impair an individual's ability to perform adequately in that individual's particular position or activity.

As provided under Title IX of the Education Amendments of 1972, no person in the U.S. shall, on the basis of sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any education program or activity receiving federal financial assistance.

The Mississippi Public School Accountability Standard for this policy is standard 2.

### ***HARASSMENT PROHIBITED***

This school district affirms the employee rights under Title VII and therefore shall not tolerate verbal or physical conduct by any employee, male or female, which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment.

## **Employee Conduct (Policy GAB)**

Employees of the Hazlehurst City School District are expected to conduct themselves in a manner that will reflect positively on the school district and the community, thus promoting a positive environment for teaching, learning and student well-being.

The dignity of students and of the educational environment shall be maintained at all times. Unseemly dress, conduct or the use of abusive, foul or profane language in the presence of students is expressly prohibited and will not be tolerated.

### ***VIOLATIONS***

Violations of this policy shall be reported and discussed in a conference between the employee and the school principal (or superintendent and principal if a principal is in violation of this policy). If the principal or superintendent finds the complaint to be factual, he or she shall issue a written reprimand to the employee(s) involved. This reprimand shall become a part of the employee's personnel file.

Severe violations or continuous violation of this policy may lead to an employee being suspended, dismissed or non-renewed.

Employees shall have the right to appeal any disciplinary action taken against them by following the proper chain of command as specified in the district's "Employee Grievance Procedure" policy and the provisions of the Education Employees Procedures Law (EEPL). Please refer to the EEPL Handbook, published by MSBA.

## **Staff Decision Making / Staff Community Relations (Policy GAC)**

The board directs the superintendent to establish mechanisms which solicit regular input of community, students and staff regarding policies, procedures, programs and operations of local districts. Such input will be considered for incorporation in the district's educational plan. The board may request a summary of community input.

### ***DISCIPLINE PLAN***

1. A copy of the school district's discipline plan shall be distributed to each student enrolled in the district, and the parents, guardian or custodian of such student shall sign a statement verifying that they have been given notice of the discipline policies of their respective school district. The school board shall have its official discipline plan and code of student conduct legally audited on an annual basis to insure that its policies and procedures are currently in compliance with applicable statutes, case law and state and federal constitutional provisions. As part of the first legal audit occurring after July 1, 2001, the provisions of this section, Section 37-11-55 and Section 6 of Senate Bill No. 2239, 2001 Regular Session, shall be fully incorporated into the school district's discipline P.lan and code of student conduct.
2. All discipline plans of school districts shall include, but not be limited to, the following:
  - a. A parent, guardian or custodian of a compulsory-school-age child enrolled in a public school district shall be responsible financially for his or her minor child's destructive acts against school property or persons;
  - b. A parent, guardian or custodian of a compulsory-school-age child enrolled in a public school district may be requested to appear at school by the school attendance officer or an appropriate school official for a conference regarding acts of the child specified in paragraph (a) of this subsection, or for any other discipline conference regarding the acts of the child;
  - c. Any parent, guardian or custodian of a compulsory-school-age child enrolled in a school district who refuses or willfully fails to attend such discipline conference specified in paragraph (b) of this section may be summoned by proper notification by the superintendent of schools or the school attendance officer and be required to attend such discipline conference; and
  - d. A parent, guardian or custodian of a compulsory-school-age child enrolled in a public school district shall be responsible for any criminal fines brought against such student for unlawful activity occurring on school grounds or buses.
3. Any parent, guardian or custodian of a compulsory-school-age child who (a) fails to attend a discipline conference to which such parent, guardian or custodian has been summoned under the provisions of this section, or (b) refuses or willfully fails to perform any other duties imposed upon him or her under the provisions of this section, shall be guilty of a misdemeanor and, upon conviction, shall be fined not to exceed Two Hundred and Fifty Dollars (\$250.00).

4. Any public school district shall be entitled to recover damages in an amount not to exceed Twenty Thousand Dollars (\$20,000.00), plus necessary court costs, from the parents of any minor under the age of eighteen (18) years and over the age of six (6), who maliciously and willfully damages or destroys property belonging to such school district. However, this section shall not apply to parents whose parental control of such child has been removed by court or decree. The action authorized in this section shall be in addition to all other actions which the school district is entitled to maintain and nothing in this section shall preclude recovery in a greater amount from the minor or from a person, including the parents, for damages to which such minor or other person would otherwise be liable.
5. A school district's discipline plan may provide that as an alternative to suspension, a student may remain in school by having the parent, guardian or custodian, with the consent of the student's teacher or teachers, attend class with the student for a period of time specifically agreed upon by the reporting teacher and school principal. If the parent, guardian or custodian does not agree to attend class with the student or fails to attend class with the student, the student shall be suspended in accordance with the code of student conduct and discipline policies of the school district. '37-11-53 (2001)

### ***CODE OF STUDENT CONDUCT I THE SCHOOL SAFETY ACT OF 2001***

For information related to student conduct, disciplinary action, and the School Safety Act of 2001 please refer to MS CODE' 37-11-55 and sample policy JCB.

### ***CORPORAL PUNISHMENT***

Except in the case of excessive force or cruel and unusual punishment, a teacher, principal or assistant principal shall not be civilly or criminally liable for any action carried out in conformity with state or federal law or rules or regulations of the State Board of Education or the local school board regarding the control, discipline, suspension and expulsion of students. The local school board shall provide any necessary legal defense to a teacher, principal or assistant principal in any action which may be filed against such school personnel.

Corporal punishment administered in a reasonable manner by a teacher, principal or assistant principal acting within the scope of his employment or function and in accordance with any state or federal laws or rules or regulations of the State Board of Education or the local school board does not constitute assault, simple assault, aggravated assault, battery, negligence or child abuse. No teacher, principal or assistant principal so acting shall be named as an individual defendant or be held liable in a suit for civil damages alleged to have been suffered by a student as a result of the administration of corporal punishment, unless the court determines that the teacher, principal or assistant principal acted in bad faith or with malicious purpose or in a manner exhibiting a wanton and willful disregard of human rights or safety.

Corporal punishment means the reasonable use of physical contact by a teacher, principal or assistant principal as may be necessary to maintain discipline, to enforce a school rule, for self-protection or for the protection of other students from disruptive students. Corporal punishment

in the form of paddling shall be witnessed at all times by at least one (1) school employee, and all other acts of corporal punishment, as defined herein, shall be witnessed at all times, if possible, by a school employee. '37-11-57 (1997)

## **Professional Staff Development (Policy GAD)**

### ***PROFESSIONAL STAFF DEVELOPMENT***

The superintendent will ensure that all employee manuals and handbooks are in compliance with state and federal law. All employees are to be advised of the revisions of the handbooks or manuals and of any implications for existing personnel.

### ***EMPLOYEE RIGHTS AND RESPONSIBILITIES***

All employees will be provided with an explanation of both their responsibilities and their rights under law in terms of actions they may take to maintain order, discipline, and an appropriate educational environment. Training will be provided that defines approved actions, and informs employees that they may be liable for harm when they engage in criminal, grossly negligent or reckless conduct, or act with flagrant indifference to the rights and safety of another person who suffers harm as a result. The superintendent will develop rules that prescribe the circumstances under which the district administration and/or parents/guardians are to be notified of actions taken, any written documentation of actions taken that is necessary, and other appropriate procedures including staff training.

A student code of conduct, developed under the leadership of the district administration, and in cooperation with staff, will be made available and distributed to parents and students outlining student conduct expectations and possible disciplinary actions, including consequences for disorderly conduct. In addition, each school may publish a student/parent handbook detailing additional rules specific to that school. All rules applying to student conduct shall be posted in a prominent place in each school building.

### ***STUDENT TEACHING***

Persons who possess two (2) years of classroom experience as an assistant teacher or who have taught for one (1) year in an accredited public or private school shall be allowed to fulfill student teaching requirements under the supervision of a qualified participating teacher approved by an accredited college of education. This school district shall compensate such assistant teachers at the required salary level during the period of time such individual is completing student teaching requirements. The Mississippi Public School Accountability Standards for this policy are standards 2 and 15.



## **Professional Staff Continuing Education (Policy GADA)**

### ***NO CHILD LEFT BEHIND ACT***

As required by the No Child Left Behind Act, the superintendent will ensure that all employee manuals and handbooks are in compliance with federal law and include:

1. the education and experience required of all new instructional employees;
2. any credentials that current instructional employees must acquire;
3. a timetable for meeting any new requirements; and,
4. the consequences for employees who fail to comply.

All employees are to be advised of the revisions of the handbooks or manuals and of any implications for existing personnel.

### ***EMPLOYEE RIGHTS AND RESPONSIBILITIES***

All employees will be provided with an explanation of both their responsibilities and their rights under law in terms of actions they may take to maintain order, discipline, and an appropriate educational environment. Training will be provided that defines improved actions, and informs employees that they may be liable for harm when they engage in criminal, grossly negligent or reckless conduct, or act with flagrant indifference to the rights and safety of another person who suffers harm as a result. The superintendent will develop rules that prescribe the circumstances under which the district administration and/or parents/guardians are to be notified of actions taken, any written documentation of actions taken that is necessary, and other appropriate procedures including staff training.

A student code of conduct, developed under the leadership of the district administration, and in cooperation with staff, will be made available and distributed to parents and students outlining student conduct expectations and possible disciplinary actions, including consequences for disorderly conduct, as required by the No Child Left Behind Act of 2001 (NCLBA). In addition, each school may publish a student/parent handbook detailing additional rules specific to that school. [All rules applying to student conduct shall be posted in a prominent place in each school building.]

### ***STAFF DEVELOPMENT PLANS***

The State Board of Education, through the Commission on School Accreditation, shall establish criteria for comprehensive in-service staff development plans. These criteria shall: (a) include, but not be limited to, formula and guidelines for allocating available state funds for in-service training to local school districts; (b) require that a portion of the plans be devoted exclusively for the purpose of providing staff development training for beginning teachers within that local school district and for no other purpose; and (c) require that a portion of the school district's in-service training for administrators and teachers be dedicated to the application and utilization of various disciplinary techniques. The board shall each year make recommendations to the Legislature concerning the amount of funds which shall be appropriated for this purpose.

School districts shall not be required to submit staff development plans to the Commission on School Accreditation for approval. However, any school district accredited at the lowest performance level of accreditation standards shall include, as a part of any required corrective action plan, provisions to address staff development in accordance with State Board of Education requirements. All school districts, unless specifically exempt from this section, must maintain on file staff development plans as required under this section. The plan shall have been prepared by a district committee appointed by the district superintendent and consisting of teachers, administrators, school board members, and lay people, and it shall have been approved by the district superintendent.

In order to insure that teachers are not overburdened with paperwork and written reports, local school districts and the State Board of Education shall take such steps as may be necessary to further the reduction of paperwork requirements on teachers.

Districts meeting the highest levels of performance, as defined by the State Board of Education, are exempted from the mandatory provisions of this section relating to staff development plans. '37-17-8

### ***STUDENT TEACHING***

Persons who possess two (2) years of classroom experience as an assistant teacher or who have taught for one (1) year in an accredited public or private school shall be allowed to fulfill student teaching requirements under the supervision of a qualified participating teacher approved by an accredited college of education. The local school district in which the assistant teacher is employed shall compensate such assistant teachers at the required salary level during the period of time such individual is completing student teaching requirements. '37-3-2 (6) (a) (2002)

### ***LICENSE RENEWAL***

The State Board of Education is authorized to establish rules and regulations for the renewal and reinstatement of educator and administrator licenses. Effective May 15, 1997, the valid standard license held by an educator shall be extended five (5) years beyond the expiration date of the license in order to afford the educator adequate time to fulfill new renewal requirements established pursuant to this subsection. An educator completing the master of education, educational specialist or doctor of education degree in May 1997 for the purpose of upgrading the educator's license to a higher class shall be given this extension of five (5) years plus five (5) additional years for completion of a higher degree. '37-3-2 (9) (2000)

**NOTE:** For information on the Beginning Principal Support Pilot Program, please contact the School Executive Management Institute at the Mississippi Department of Education.

The Mississippi Public School Accountability Standards for this policy are standards 8 and 21.

## **Grievance Procedures - Licensed Personnel Appraisal (Policy GAE-P)**

### ***PURPOSE***

The purpose of this grievance procedure is to provide the licensed employee an equitable solution to a grievance filed in connection with a personnel appraisal.

### ***DEFINITIONS***

The following definitions shall apply in this grievance procedure:

1. Personnel appraisal refers to the system of annual performance evaluation of all licensed staff, as is mandated by state law. This grievance procedure has been approved by the school board for use in this district as part of its Personnel Appraisal System.
2. A grievance is a complaint by an individual based upon an alleged violation of his or her rights under state or federal law or board policy related to the personnel appraisal process for that individual.
3. A grievant is a person or persons making the complaint.
4. The term days shall mean working school days and shall exclude weekends, holidays, and vacation days.

### ***PROCEDURE FOR PROCESSING GRIEVANCES***

Grievances shall be processed in accordance with the following procedure:

#### **Level One**

1. All grievances, as defined above, must be presented orally to the principal of the grievant within five (5) days of the act or omission complained of, and the principal and grievant will attempt to resolve the matter informally.
2. If the grievant is not satisfied with the action taken or the explanation given by his principal the grievant shall, within five (5) days after meeting with his principal, file a written statement with his principal setting forth in detail how the grievant claims to have been discriminated against. This written statement shall contain, in addition to the above, the time, place, and nature of the alleged act or omission and the state or federal law or board policy violated. The statement must be signed by the grievant.
3. In the event the grievant does not submit to his principal a written statement as required, his failure to do so shall be deemed as an acceptance of the informal decision rendered by his principal.
4. Within five (5) days after receiving the grievant's signed statement the principal shall send to the superintendent a copy of the grievant's statement, along with a statement from the principal setting forth his response to the grievant and/or his decisions, as is applicable. At the same time, the principal shall also provide a copy of his written statement to the grievant.

## **Level Two**

1. Upon receipt by the superintendent of the written notice that the grievant intends to appeal the decision of his principal, the superintendent shall notify the grievant in writing within five (5) days and shall advise the grievant of the date, time, and place upon which the matter will be considered by the superintendent. The superintendent shall schedule a hearing on the matter no later than ten (10) days from the date of receipt of the grievant's written notice of intention to appeal the written decision of his principal.
2. The written statement submitted by the grievant to his principal in Level One shall form the basis of the grievance before the superintendent. The grievant shall submit in writing any and all additional information on his behalf which he desires to the superintendent not later than five (5) days prior to the date upon which the matter is scheduled for hearing by the superintendent.
3. In the event the grievant does not personally attend the hearing scheduled by the superintendent, his failure to attend shall be deemed as an acceptance of the written decision rendered by his principal at LEVEL ONE.
4. The superintendent shall render a written decision to the grievant within five (5) days of the date upon which the matter was heard.

## **Level Three**

1. If the grievance is not resolved to the satisfaction of the grievant at LEVEL TWO, or if the superintendent does not render a decision within five (5) days, the grievant may file the grievance with the secretary of the school board.
2. If the grievance is not filed with the secretary of the school board within five (5) days of the hearing at LEVEL TWO, the grievance shall be considered resolved.
3. Within five (5) days after receipt of the grievance, the board secretary, in concert with the board chairman and superintendent, shall schedule a hearing before the school board on the grievance.
4. The board shall render its decision within seven (7) days of the hearing.

### **Staff Conflict of Interest (Policy GAG)**

It shall be illegal for any superintendent, principal or other certified employee to be elected by the school board if such superintendent, principal or certified employee is related within the third degree by blood or marriage according to the common law to a majority of the members of the school board. No member of the school board shall vote for any person as a superintendent, principal or certified employee who is related to him within the third degree by blood or marriage or who is dependent upon him in a financial way. Any contract entered into in violation of the provisions of this section shall be null and void. '37-9-21 (1987)

It shall be unlawful for any member of the board of trustees of any school district, any member

of the county board of education, the county superintendent of education or any superintendent, principal, teacher, or employee of a county board of education or any school district to have or own any direct or indirect interest individually or as agent or employee of any person, partnership, firm or corporation in any contract made or let by the county board of education, the county superintendent of education or the board of trustees of the school district for the construction, repair, or improvement of any school facility, the furnishing of any supplies, materials, or other articles, the doing of any public work or the transportation of children or upon any subcontract arising therefrom or connected therewith in any manner. The board of trustees of any school district shall be authorized to contract with a teacher or school district employee to perform extra work without being in violation of the provisions of this section. The board of trustees shall make a case by case determination of the possible conflicts of interest arising from any extra work contracts and such decision by, the board shall be final. Any contract entered into in violation of the provisions of this section shall be void and of no effect.

Any person who shall authorize or enter into any contract in violation of the provisions hereof, or who shall knowingly or willfully pay out or receive any money upon any such contract shall be civilly liable for the amount so paid or received, and, in the case of an official who has furnished a bond, the surety upon such bond shall likewise be liable for such amount. In addition thereto, any person who shall violate the provisions of this section shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00), or by imprisonment in the county jail not less than thirty (30) days nor more than ninety (90) days, or by both such fine and imprisonment, in the discretion of the court. '37-11-27 (1989)

1. No public servant shall use his official position to obtain or attempt to obtain, pecuniary benefit for himself other than that compensation provided for by law, or to obtain or attempt to obtain, pecuniary benefit for any relative or any business with which he is associated.
2. No public servant shall be interested, directly or indirectly, during the term for which he shall have been chosen, or within one (1) year after the expiration of such term, in any contract with the state, or any district, county, city or town thereof, authorized by any law passed or order made by any board of which he may be or may have been a member.
3. No public servant shall:
  - a. Be a contractor, subcontractor or vendor with the governmental entity of which he is a member, officer, employee, or agent other than in his contract of employment, or have a material financial interest in any business which is a contractor, subcontractor or vendor with the governmental entity of which he is a member, officer, employee or agent.
  - b. Be a purchaser, direct or indirect, at any sale made by him in his official capacity or by the governmental entity of which he is an officer or employee, except in respect of the sale of goods or services when provided as public utilities or offered to the general public on a uniform price schedule.

- c. Be a purchaser, direct or indirect, of any claim, certificate, warrant or other security issued by or to be paid out of the treasury of the governmental entity of which he is an officer or employee.
  - d. Perform any service for any compensation during his term of office or employment by which he attempts to influence a decision of the authority of the governmental entity of which he is a member.
  - e. Perform any service for any compensation for any person or business after termination of his office or employment in relation to any case, decision, proceeding or application with respect to which he was directly concerned or in which he personally participated during the period of his service or employment.
4. Notwithstanding the provisions of subsection (3) of this section, a public servant or his relative:
- a. May be an officer or stockholder of banks or savings and loan associations or other such financial institutions bidding for bonds, notes or other evidences of debt or for the privilege of keeping as depositories the public funds of a governmental entity thereof or the editor or employee of any newspaper in which legal notices are required to be published in respect to the publication of said legal notices.
  - b. May be a contractor or vendor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee, or agent or have a material financial interest in a business which is a contractor or vendor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee, or agent where such contract is let to the lowest and best bidder after competitive bidding and three (3) or more legitimate bids are received or where the goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws.
  - c. May be a subcontractor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee, or agent or have a material financial interest in a business which is a subcontractor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee, or agent where the primary contract is let to the lowest and best bidder after competitive bidding or where such goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws.
  - d. May be a contractor, subcontractor or vendor with any authority of the governmental entity of which he is a member, officer, employee, or agent or have a material financial interest in a business which is a contractor, subcontractor or vendor with any authority of the governmental entity of which he is a member, officer, employee, or agent: (I) where such goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such

- transactions comply with the public purchases laws; or (ii) where the contractual relationship involves the further research, development, testing, promotion or merchandising of an intellectual property created by the public servant.
- e. May purchase securities issued by the governmental entity of which he is an officer or employee if such securities are offered to the general public and are purchased at the same price as such securities are offered to the general public.
  - f. May have an interest less than a material financial interest in a business which is a contractor, subcontractor or vendor with any governmental entity.
  - g. May contract with the Mississippi Veteran's Home Purchase Board, Mississippi Housing Finance Corporation, or any other state loan program for the purpose of securing a loan; however, public servants shall not receive favored treatment.
  - h. May be employed by or receive compensation from an authority of the governmental entity other than the authority of the governmental entity of which the public servant is an officer or employee.
  - i. If a member of the Legislature or other public servant employed on less than a full-time basis, may represent a person or organization for compensation before an authority of the governmental entity other than an authority of the governmental entity of which he is an officer or employee.
5. No person may intentionally use or disclose information gained in the course of or by reason of his official position or employment as a public servant in any way that could result in pecuniary benefit for himself, any relative, or any other person, if the information has not been communicated to the public or is not public information.
  6. Any contract made in violation of this section may be declared void by the governing body of the contracting or selling authority of the governmental subdivision or a court of competent jurisdiction and the contractor or subcontractor shall retain or receive only the reasonable value, with no increment for profit or commission, of the property or the services furnished prior to the date of receiving notice that the contract has been voided.
  7. Any person violating the provisions of this section shall be punished as provided for in Sections 25-4-109 and 25-4-111. '25-4-105 (1994)

### **Community / Parent Relations (Policy GAH)**

The school board directs the superintendent to implement a program of effective community involvement for staff that includes parents, businesses, and community groups.

The Mississippi Public School Accountability Standard for this policy is standard 18.

## **Political Activity of Staff Members (Policy- GAHB)**

### ***POLITICAL ACTIVITY OF STAFF MEMBERS***

The Board recognizes the right of its employees, as citizens, to engage in political activity. The Board also recognizes that school property and school time should not be used for political purposes except as provided for in policies pertaining to the use of school buildings by civic and political organizations.

Nothing in this policy should be interpreted as prohibiting employees from conducting appropriate activities which encourage students to become involved in the political processes of the party of the student's choice or as independents, nor does it prohibit the use of political figures as resource persons in the classroom.

### ***SCHOOL TIME***

School time shall be defined as the time employees are required to be on school grounds during the school day and includes:

- the specified time before school begins
- the specified time after school is dismissed
- the specified time immediately prior to and after school-sponsored events
- the specified time immediately prior to and after extra-curricular activities

### ***CANDIDACY FOR POLITICAL OFFICE***

An employee who intends to campaign for an elective public office shall, at the earliest possible moment, notify the school board in writing of the office which he intends to seek, together with his decision as to whether he wishes to continue his employment and under what terms and conditions. The essential element to be determined by the Board is whether the activities proposed by the employee are compatible with the time requirements for fulfilling his responsibilities to the district. The board shall not require an employee seeking public office to resign or take a leave of absence.

### ***GENERAL GUIDELINES***

All employees shall be encouraged to exercise their constitutional rights as citizens, but they shall not involve their schools in political campaigns.

Campaign literature supporting one or more candidates shall not be distributed within the schools or on school buses by pupils, teachers, or others, nor shall campaign posters be displayed on school owned property. Customary community political activities may be expected on election days at schools when schools are used as polling places.

Employees shall not poll their pupils to determine how their parents are voting on any issue, and shall not attempt to indoctrinate pupils with personal political and social philosophy; however, employees are not prohibited from political activity after hours of official employment.



## ***SPECIFIC PROHIBITIONS***

Activities specifically prohibited during school time include, but are not limited to:

1. The circulation of political posters, petitions or other campaign material;
2. The collection or solicitation of funds in support of a candidate's campaign;
3. The solicitation for campaign workers;
4. The writing or addressing of campaign material and distribution of campaign materials on school property;
5. Any activity that indicates that an employee is using his or her position to further personal views on candidates for office;
6. The intimidating, harassing or coercing an employee relative to a political race or issue;
7. The use of school system facilities, equipment or supplies;
8. A candidate talking to school personnel during school time regarding the candidate's campaign.

## ***VIOLATIONS***

Violations of this policy shall be reported and discussed in a conference between the employee and the superintendent. In the event the political activity is associated with the person seeking the office of superintendent of education, violations of the policy shall be reported in writing to the president of the school board.

If the superintendent finds the complaint to be factual, he shall issue a written reprimand to the employee(s) involved. This reprimand shall become a part of the employee's personnel file. Depending on the severity of the violation, the result may be non-renewal of an employee's contract or dismissal.

If the school board investigates a complaint against the superintendent of education and finds the complaint to be factual, it shall direct the school board president to issue a written reprimand to the employee(s) involved. This reprimand shall become a part of the employee's personnel file. Continuous violation of this policy may result in additional disciplinary action.

## ***ATTORNEY GENERAL OPINIONS***

School employees may participate in political activities, including the promotion of a school bond issue, as long as their participation in such activities is limited to the hours when they are not involved in their work-related duties. A school may not require employees to actively campaign for promotion of a bond issue. (Horne, 2- 25-00) (#175 (2000-0085))

A school employee may participate in political efforts as long as it is not during working hours. It is within the discretion of the school board to determine the use of the school property for public meetings and gatherings. A municipality may expend public funds to inform the public regarding a school bond issue but it may not use public funds to attempt to influence the outcome. (Cole, 3-21-94) (#175) (94-0128)

## **Professional Personnel Records (GAR)**

### **THIS POLICY COMPLIES WITH THE REQUIREMENTS OF THE NO CHILD LEFT BEHIND ACT OF 2001**

Note: As used throughout this policy, the term employee refers to licensed personnel.

A file of personnel records shall be maintained in the superintendent's office for each licensed employee of this school district. A file shall be kept for all resigned or retired licensed employees, including such essential information as deemed appropriate by the superintendent (or designee) as specified by state and federal laws.

#### ***CONFIDENTIALITY***

Personnel information concerning district employees is generally confidential and may be reviewed only on a need to know basis under conditions which guarantee the administration's right of access to information necessary to make judgments and the protection of employees against unnecessary invasion of privacy. Personnel information that is public record may be released to any person upon request.

Records of a teacher's performance and evaluation shall not be released without the written consent of the teacher. Files containing medical information regarding an employee will be kept separate from other personnel files.

The superintendent shall notify an employee in writing when a request is made for disclosure of the employee's personnel, medical, or similar files, if the superintendent reasonably believes disclosure would invade the employee's privacy. The records will be disclosed unless written objection is received from the licensed employee within seven (7) business days from receipt by the employee.

#### ***TYPES OF INFORMATION***

It shall be the responsibility of each licensed employee to ensure that the school district receives record of any prior teaching experience. In addition, if the teacher has rendered military service, the proof of discharge from service must be furnished to the school district. The licensed employee is responsible for ensuring that the information that will maintain the employee's personnel file on a complete and up-to-date basis is provided to the superintendent's office. The records shall contain the following:

- The correct name, current address, and home telephone number of the employee;
- An accurate record of the employee's work experience;
- Current data on education completed, including transcripts of academic work;
- Proof of requirements fulfilled in order to be eligible for salary;
- Current data on credentials;
- Any current data requested by the superintendent concerning the employee's health

- and/or medical examinations;
- Records of assignment;
- Evaluations of performance;
- Letters of commendation, reprimand, or omission of duty;
- Other materials mutually agreed upon between the principal and the teacher.

### ***USE OF PERSONNEL RECORDS***

All the contents of the personnel file, with the exception of evaluations, comments, or recommendations provided to the district on a confidential basis by universities, colleges, or persons not connected to the school district, shall be available for inspection by the employee concerned. The district reserved the right to have a member of the superintendent's office staff present at the time the employee inspects his or her personnel file for the purpose of explaining and interpreting information therein. Similarly, at the time the record is reviewed, the employee shall have the right to have present a representative of his or her own choosing, if desired.

The superintendent shall promptly notify in writing a teacher against whom a complaint has been placed in that teacher's personnel file. The teacher shall have the right to respond to all materials contained in the personnel file and to any materials to be placed in the file in the future. Responses shall become part of the file.

### ***PARENTAL NOTICE***

If the school district receives Title I funds, the district shall provide parents with notice that they may request information about the professional qualifications of classroom teachers, as required by the No Child Left Behind Act. The notice to parents must include the following:

- Whether the teacher has met state qualifications for the grade level and subject areas taught;
- Whether the teacher is teaching under emergency or other provisional status.
- The baccalaureate degree of the teacher and any other graduate certification or degree held by the teacher, and the subject area/s of the certification degree; and
- Whether the child is provided services by para-professionals, and, if so, their qualifications.

If a parent requests the above-listed information, the school district is required to provide the information in a timely manner. If the district has hired a teacher who is not highly qualified and the teacher has taught for four or more weeks, the school district is required to provide the parents notice that their child has been taught by a teacher who is not highly qualified.

## **Professional Personnel Compensation Guides and Contracts (Policy GBA)**

### ***PROFESSIONAL PERSONNEL COMPENSATION GUIDES AND CONTRACTS***

#### **YEAR OF TEACHING EXPERIENCE**

The term "year of teaching experience" shall mean nine (9) months of actual teaching in the public or private elementary and secondary schools and shall also include nine (9) months of actual teaching at postsecondary institutions accredited by the Southern Association of Colleges and Schools (SACS) or equivalent regional accrediting body for degree-granting postsecondary institutions. In no case shall more than one (1) year of teaching experience be given for all services in one (1) calendar or school year. In determining a teacher's experience, no deduction shall be made because of the temporary absence of the teacher because of illness or other good cause, and the teacher shall be given credit therefor.

#### **FULL TIME EMPLOYMENT**

Beginning with the 2003-2004 school year, the State Board of Education shall fix a number of days, not to exceed forty-five (45) consecutive school days, during which a teacher may not be under contract of employment during any school year and still be considered to have been in full-time employment for a regular scholastic term. If a teacher exceeds the number of days established by the State Board of Education that a teacher may not be under contract but may still be employed, that teacher shall not be credited with a year of teaching experience.

#### **SCHOOL LIBRARIANS**

In determining the experience of school librarians, each complete year of continuous, full-time employment as a professional librarian in a public library in this or some other state shall be considered a year of teaching experience.

#### **SCHOOL ADMINISTRATORS**

If a full-time school administrator returns to actual teaching in the public schools, the term "year of teaching experience" shall include the period of time he or she served as a school administrator.

#### **MILITARY SERVICE**

In determining the salaries of teachers who have experience in any branch of the military, the term "year of teaching experience" shall include each complete year of actual classroom instruction while serving in the military.

#### **SPEECH-LANGUAGE PATHOLOGISTS AND AUDIOLOGISTS**

In determining the experience of speech-language pathologists and audiologists, each complete year of continuous full-time post master's degree employment in an educational setting in this or some other state shall be considered a year of teaching experience. 37-151-5 (m)

#### **LEVEL OF PAY**

This school district shall not pay any teacher less than the state minimum salary. 37-151-87  
The minimum base pay for all classroom teachers may be increased by the district from any

funds available to it. 37-151-89

It is the policy of this school board to attempt to pay its licensed employees at a level which will attract and hold people with ability who can exercise professionalism in the school district.

If, at the commencement of the scholastic year, any licensed employee shall present to the superintendent a license of a higher grade than that specified in such individual's contract, such individual may, if funds are available from adequate education program funds of the district, or from district funds, be paid from such funds the amount to which such higher grade license would have entitled the individual, had the license been held at the time the contract was executed. 37-9-17

#### **CONTRACT REQUIRED**

The superintendent shall enter into a contract with each licensed employee in the manner prescribed by law and the State Board of Education.

If any licensed employee or other person recommended for a licensed position who has been elected and approved shall not execute and return the contract within ten (10) days after same has been tendered to him for execution, then, at the option of the school board, the election of the licensed employee and the contract tendered to him shall be null and void and of no effect.' 37-9-23

#### **LENGTH OF CONTRACT**

All contracts shall include the exact period of time for which the licensed person shall be employed.

#### **FIXING OF SALARY**

In employing and contracting with licensed employees, the school board shall determine and fix the amount of salary and ensure compliance with all applicable laws and regulations.

In employing licensed employees and in fixing their salaries the school boards shall take into consideration the character, professional training, experience, executive ability and teaching capacity of the licensed employee. ' 37-9-37

#### **SALARY PAY SCHEDULE**

This school district shall process a single monthly payroll for licensed employees with electronic settlement of payroll checks secured through direct deposit of net pay. In December, salaries or wages shall be paid by the last working day.

Licensed employees shall earn a salary payable in equal monthly installments beginning in the first month of employment, regardless of the number of days worked in any particular month by the employee.

Any employee failing to complete the contractual obligation of service, and who receives payment in excess of the monthly installment for the period which such employee ceases employment with the school district, shall become liable immediately to the board of trustees of the Hazlehurst City School District for the sum of all amounts received in payment less the corresponding amount of any compensation paid for which service has been rendered, plus interest accruing at the current Stafford Loan rate at the time the person discontinues his or her service.

Any school employee whose employment ends during a school term, regardless of the reason(s) the employment ended, shall be paid salary or wages only for that portion of the school term that employee actually worked. Nothing in this policy shall be construed to entitle any employee to payment of salary or wages when no work has been performed.

37-9-39

#### **PAY CERTIFICATES**

The salaries of licensed employees shall be paid by pay certificates issued by the school district superintendent. All pay certificates shall be preserved as a part of the official records of his/her office for the same time and in the same manner as other records are preserved. All pay certificates and warrants issued shall show the gross amount of the salary and all authorized deductions therefrom for income taxes, social security, retirement contributions and other lawful purposes.

#### **EXECUTION OF WRITTEN CONTRACT**

It is unlawful for any licensed employee to be paid for any services as such until a written contract has been executed. If the school district superintendent shall make any such payment prior to the execution of the contract he shall be civilly liable for the amount thereof, and, in addition, shall be liable upon his bond. If any licensed employee, shall willfully and without just cause breach his contract and abandon his employment he shall not be entitled to any further salary payments either for services rendered prior to such breach or for services which were thereafter to have been rendered. 37-9-43

#### **SALARY DEDUCTIONS**

All deductions from salaries shall be in accordance with all state and federal laws, regulations, and school board policies.

#### **RELEASE FROM CONTRACT**

All contracted licensed employees desiring to be released from contract shall submit a written request to the school board for release. The request shall clearly state reasons for the release. If the board acts favorably upon the request for release, the licensed employee shall be released from his contract, and said contract shall be null and void on the date specified in the school board's order. '37-9-55

## **BREACH OF CONTRACT**

If any licensed employee in this school district shall arbitrarily or willfully breach his or her contract and abandon his or her employment without being released therefrom as provided by law, the contract of such licensed employee shall be null and void. In addition, upon the written recommendation of the majority of the members of the school board, the license or certificate of the licensed employee may be suspended by the State Board of Education for a period of one (1) school year as provided by law.

The Mississippi Public School Accountability Standard for this policy is standard 2.

## **GBA-E - Teacher Salary Scale**

### ***TEACHER SALARY SCALE***

All teachers employed on a full-time basis shall be paid a minimum salary in accordance with the teacher salary schedule established by law in the Mississippi Code of 1972, including but not limited to Section 37-19- 7, 37-151-87, 37-151-89. No teacher shall be paid less than the state minimum salary.

The teacher salary schedule is viewable at

<https://www.mdek12.org/sites/default/files/documents/OSF/TeacherSalarySchedule/salary-schedule-2019-2020.pdf>

The superintendent or designee shall establish procedures to support this policy.

## **Negotiation of Salaries with Out of State Retirees (Policy GBAAB)**

The School Board of the HAZLEHURST CITY SCHOOL District authorizes the superintendent of schools to negotiate the salaries of licensed employees employed after July 1, 2009, who are seeking employment with the HAZLEHURST CITY School District and who are drawing retirement benefits from the retirement system(s) of another state(s). The following stipulations concerning the negotiation shall apply:

1. The negotiated amount for full time employees shall not be at a pay rate higher than the rate of pay of the HAZLEHURST CITY School District's current local salary scale for in-state applicants;
2. The negotiated amount for full time employees shall not be less than fifty percent (50%) of the HAZLEHURST CITY School District's current local salary scale for in-state applicants; and
3. The negotiated amount must be approved by the school board before the issuance of a contract to the employee (s).

The above stipulations shall apply to part time employees on a pro rata time basis.

The superintendent of schools shall provide an annual report to the HAZLEHURST CITY

School Board and the State Department of Education on the number of certified and noncertified employees receiving a salary from the school district who are also receiving retirement benefits from the Public Employees' Retirement System. This report shall include the names of the employee(s), the hours per week for which the employee is under contract and the service for which the employee is under contract. Said required annual report shall be a form and deadline promulgated by the State Board of Education.

### **Professional Personnel Positions (Policy GBB)**

All administrative teaching and support positions in this district's schools are established by this school board. Some positions are mandated by state law or by regulations of the State Board of Education, or by a combination thereof.

It is the intent of this board to activate mandatory positions and such other positions sufficient to promote the attainment of our schools' goals.

In each case, this board will approve the purpose and function of the position in harmony with state laws and regulation, approve a statement of job requirements as recommended by the superintendent, and delegate to the superintendent the task of writing, or causing to be written, a job description for the position.

This board directs the superintendent to maintain continuously a comprehensive coordinated set of job descriptions for all such positions so as to promote efficiency and economy in the staffs operations.

Although positions may remain temporarily unfilled, only the board may abolish a position.

### **Professional Personnel Qualifications, Certifications and Duties (Policy GBBA)**

#### ***PROFESSIONAL PERSONNEL QUALIFICATIONS***

This school district is committed to high levels of academic achievement for all students, and thus seeks to employ highly qualified teachers in the elementary, middle, and high schools. The district shall employ teachers on a professional basis without regard to age, race, color, gender, disability, or national origin. Every school teacher employed in this school system must possess a valid license granted by the Mississippi Department of Education and shall execute a written contract with the Board of Education.

The Mississippi Public School Accountability Standard for this policy is standard 2.



## **Professional Personnel Hiring (Policy GBD)**

### ***PROFESSIONAL PERSONNEL HIRING***

This school district shall employ licensed staff on a professional basis without regard to age, race, color, gender, or national origin. Every school teacher and principal/administrator employed in this school system must possess a valid license and shall execute a written contract with the local Board of Education.

This school board shall select all school district personnel in the manner provided by law, and provide for such employee fringe benefit programs including accident reimbursement plans, as may be deemed necessary and appropriate by the board.

The superintendent of the school district shall enter into contracts in the manner provided by law for each assistant superintendent, principal and teacher of the public schools under his supervision, after such assistant superintendent, principal and teachers have been selected and approved in the manner provided by law.

The superintendent will ensure that all employee manuals and handbooks are in compliance with state and federal requirements.

All employees are to be advised of the revisions of the handbooks or manuals and of any implications for existing personnel.

The superintendent will ensure that parents/guardians of students of Title I schools are informed of their right to know the professional qualifications of their child's teacher and will describe where and how this information may be obtained. The superintendent will monitor Title I schools to ensure that parents/guardians of all students are notified when those students are taught by a teacher who is not properly licensed and endorsed for the class assigned.

Staffing patterns will be reviewed annually to ensure that poor and minority students are not, at rates higher than are other children in the district, taught by inexperienced, unqualified, or out-of-field teachers. If such patterns are noted, strategies to correct the problem will be developed.

### ***EMPLOYEE RIGHTS AND RESPONSIBILITIES***

All employees will be provided with an explanation of both their responsibilities and their rights under law in terms of actions they may take to maintain order, discipline, and an appropriate educational environment. Training will be provided that defines approved actions, and informs employees that they may be liable for harm when they engage in criminal, grossly negligent or reckless conduct, or act with flagrant indifference to the rights and safety of another person who suffers harm as a result. The superintendent will develop rules that prescribe the circumstances under which the district administration and/or parents/guardians are to be notified of actions taken, any written documentation of actions taken that is necessary, and other appropriate procedures including staff training.

A student code of conduct, developed under the leadership of the district administration, and in cooperation with staff, will be made available and distributed to parents and students outlining student conduct expectations and possible disciplinary actions, including consequences for disorderly conduct. In addition, each school shall provide parents with a student/parent handbook detailing additional rules specific to that school.

### ***LICENSED AND NON-INSTRUCTIONAL EMPLOYEES***

On or before April 1 of each year, the principal of each school shall recommend to the superintendent of the local school district the licensed employees or non-instructional employees to be employed for the school involved except those licensed employees or non-instructional employees who have been previously employed and who have a contract valid for the ensuing scholastic year. If such recommendations meet with the approval of the superintendent, the superintendent shall recommend the employment of such licensed employees or noninstructional employees to the local school board, and, unless good reason to the contrary exists, the board shall elect the employees so recommended. If, for any reason, the local school board shall decline to elect any employee so recommended, additional recommendations for the places to be filled shall be made by the principal to the superintendent and then by the superintendent to the local school board as provided above.

### ***PERSONNEL SUPERVISOR***

The school board shall designate a personnel supervisor or another principal employed by the school district to recommend to the superintendent licensed employees or noninstructional employees; however, this authorization shall be restricted to no more than two (2) positions for each employment period for each school in the local school district. Any noninstructional employee employed upon the recommendation of a personnel supervisor or another principal employed by the local school district must have been employed by the local school district at the time the superintendent was elected or appointed to office; a noninstructional employee employed under this authorization may not be paid compensation in excess of the statewide average compensation for such noninstructional position with comparable experience, as established by the State Department of Education.

The school board shall designate a personnel supervisor or another principal employed by the school district to accept the recommendations of principals or their designees for licensed employees or noninstructional employees and to transmit approved recommendations to the local school board; however, this authorization shall be restricted to no more than two (2) positions for each employment period for each school in the local school district.

When the licensed employees have been selected as provided by law the superintendent of the district shall enter into a contract with such persons in the manner provided by law.

If, at the commencement of the scholastic year, any licensed employee shall present to the superintendent a license of a higher grade than that specified in such individual's contract, such

individual may, if funds are available from adequate education program funds of the district, or from district funds, be paid from such funds the amount to which such higher grade license would have entitled the individual, had the license been held at the time the contract was executed.

### ***CRIMINAL RECORDS BACKGROUND CHECK I CHILD ABUSE REGISTRY CHECK***

1. All new hire licensed and non-licensed employees must have a state child abuse registry check and criminal records background check
2. The fingerprints shall be forwarded by the school district to the Department of Public Safety who shall in turn forward them to the FBI.
3. The district may charge the applicant up to \$50.00 or may pay the fee at its discretion.
4. Information obtained via these checks is for employment use only and cannot be disseminated.
5. Applicants are ineligible for employment if checks disclose a guilty plea, conviction, or nolo contendere plea to a felony conviction for:
  - a. Possession or sale of drugs.
  - b. Murder, Manslaughter, or Armed Robbery.
  - c. Rape, Sexual Battery, or sex offense as listed in Section 45-31-3 (1).
  - d. Child Abuse, Arson, Grand Larceny, or Burglary.
  - e. Gratification of Lust or Aggravated Assault.
6. If the school district has hired an applicant contingent upon a background check and derogatory information is obtained, that applicant's contract is voidable at the time of the report and the applicant's contract should so state.
7. The school board may, at its discretion, waive any convictions and hire an applicant with a criminal record based on:
  - a. Age at commission of the crime.
  - b. Circumstances surrounding the crime.
  - c. Length of time and criminal history since the crime.
  - d. Work history and current employment and character.
  - e. Other evidence demonstrating the ability of the person to perform the job and does not pose a threat to the health or safety of the school children.
8. No school district or employee may be held liable in an employment discrimination suit involving Mississippi Code of 1972 Statute 37-9-17.

### ***CONVICTION BASED ON ERRONEOUS INFORMATION***

In the event an applicant wishes to contest a conviction based on erroneous information the applicant shall appeal the information to the Department of Public Safety. The applicant will show the school board or its designee proof of the corrected record.

### ***NEPOTISM AND CONFLICT OF INTEREST***

It shall be illegal for any superintendent, principal or other licensed employee to be elected by the school board if such superintendent, principal, or licensed employee is related within the

third degree by blood or marriage according to the common law to a majority of the members of the school board. No member of the school board shall vote for any person as a superintendent, principal, or licensed employee who is related to him within the third degree by blood or marriage or who is dependent upon him in a financial way. Any contract entered into in violation of the provisions of this section shall be null and void.

NOTE: In order to be in agreement with statutes related to Nepotism and to Conflict of Interest, please ensure compliance with MS Codes cited above and with Sections 25-4-25 thru 25-4-29; 25-4-105; 37-11-25 & 37-11- 27; and with Article 4, Section 109 of the MS Constitution.

## **Professional Personnel Assignment (Policy GBE)**

### ***PROFESSIONAL PERSONNEL ASSIGNMENT***

The superintendent of schools shall make assignments to the various schools in the district of all non- instructional and non-licensed employees and all licensed employees, as provided by law; and shall make reassignments of such employees from time to time; however, a reassignment of a licensed employee may only be to an area in which the employee has a valid license issued by the State Department of Education. Upon request from any employee transferred, such assignment shall be subject to review by the school board. '37- 9-14

Staffing patterns will be reviewed annually to ensure that poor and minority students are not taught by inexperienced, unqualified, or out-of-field teachers higher rates than are other children. If such patterns are noted, strategies to correct the problem will be developed.

## **Professional Personnel Orientation (Policy GBF)**

A program for the orientation of provisional and other teachers new to the district shall be developed and implemented by the central administration and the individual schools.

The program shall assist new teachers in becoming acquainted with the community and school district and the school, including the policies of the board, rules and regulations, and the instructional program.

### **NO CHILD LEFT BEHIND ACT**

As required by the No Child Left Behind Act, the conservator/superintendent will ensure that all employee manuals and handbooks are in compliance with federal law and include:

- a. the education and experience required of all new instructional employees;
- b. any credentials that current instructional employees must acquire;
- c. a timetable for meeting any new requirements; and,
- d. the consequences for employees who fail to comply.

All employees are to be advised of the revisions of the handbooks or manuals and of any implications for existing personnel.

## ***EMPLOYEE RIGHTS AND RESPONSIBILITIES***

All employees will be provided with an explanation of both their responsibilities and their rights under law in terms of actions they may take to maintain order, discipline, and an appropriate educational environment. Training will be provided that defines approved actions, and informs employees that they may be liable for harm when they engage in criminal, grossly negligent or reckless conduct, or act with flagrant indifference to the rights and safety of another person who suffers harm as a result. The superintendent will develop rules that prescribe the circumstances under which the district administration and/or parents/guardians are to be notified of actions taken, any written documentation of actions taken that is necessary, and other appropriate procedures including staff training.

A student code of conduct, developed under the leadership of the district administration, and in cooperation with staff, will be made available and distributed to parents and students outlining student conduct expectations and possible disciplinary actions, including consequences for disorderly conduct, as required by the No Child Left Behind Act of 2001 (NCLBA). In addition, each school may publish a student/parent handbook detailing additional rules specific to that school. [All rules applying to student conduct shall be posted in a prominent place in each school building.]

### **Professional Personnel Supervision (Policy GBH)**

The board expects its administrative and supervisory staffs to help and encourage staff members to develop their teaching personalities and instructional abilities to an optimum degree. Each principal is expected to visit the classroom of each teacher on a regular basis to offer suggestions and give encouragement.

### **Return to Work (Policy GBHRA)**

It is the policy of HAZLEHURST CITY School District to assist employees injured at work to receive appropriate medical care and return to work as soon as possible within medical restrictions. This will support the employee's sense of job security and help the employee to return quickly to his or her pre-injury lifestyle. It will also help HAZLEHURST CITY School District maintain productivity and reduce workers compensation costs.

Our early return to work program provides opportunities for an employee who is injured on the job to return to work at full duty. If the injured worker is not physically capable of returning to full duty, the program provides opportunities to temporarily perform his or her regular job with modifications or, when available, to perform alternate temporary work that meets the injured worker's physical capabilities.

In order for this program to be successful, all injuries must be reported immediately or as soon as medically possible. We will assist you with immediate transportation from work to the medical facility. Your supervisor will report the injury to the district claims coordinator or directly to our

Third Party Administrator. Following medical treatment, we ask that you report your medical status to your supervisor and/or district claims coordinator. If you are unable to return to your normal duties, we will attempt to provide a position with modified duties, if applicable. The modified duty position will comply with the medical provider's job restrictions.

This return to work policy covers all employees. It is the responsibility of all employees to understand and follow the guidelines outlined in this policy.

No statement contained within this policy or procedures modifies the employment relationship of the parties as established by State law or the employment agreement signed by the employee and the school district when the employee was hired.

### **Evaluation of Employees (Policy GBI)**

The evaluation of professional employees shall be in the form and manner prescribed by the State Department of Education. The school board of this district directs the superintendent to formulate and implement a formal annual performance appraisal system based on job descriptions and on-the-job performance of every professional employee.

The Mississippi Public School Accountability Standard for this policy is standard 9.

### **Professional Personnel Promotions (Policy GBJ)**

Professional personnel shall be promoted on their own merit by the superintendent.

If, at the commencement of the scholastic year, any licensed employee shall present to the superintendent a license of a higher grade than that specified in such individual's contract, such individual may, if funds are available from minimum education program funds of the district, or from district funds, be paid from such funds the amount to which such higher license would have entitled the individual, had the license been held at the time the contract was executed. ' 37-9-17 (1) (1997)

Race, creed, color, national ancestry, age, religion, handicap, marital status, or sex shall not be considered in promotion. The process of administrative promotion shall be free from pressures considered detrimental to the best conduct of the schools.

### **Professional Personnel Suspension / Dismissal (Policy GBK)**

#### ***BREACH OF CONTRACT***

If any licensed employee shall arbitrarily or willfully breach his or her contract and abandon his or her employment without being released therefrom as provided in Section 37-9-55, the contract of such licensed employee shall be null and void. In addition thereto the license of such licensed employee shall be suspended by the State Board of Education for a period of one (1) year as provided in Section 37-3-2(8) upon written recommendation of the majority of the members of this school board. '37-9-57

### ***REASONS FOR DISMISSAL OR SUSPENSION***

For incompetence, neglect of duty, immoral conduct, intemperance, brutal treatment of a pupil or other good cause the superintendent of this school district may dismiss or suspend any licensed employee. Before being so removed or suspended any licensed employee shall be notified of the charges against him and he shall be advised that he is entitled to a public hearing upon said charges.

### ***IMMEDIATE RELEASE***

In the event the continued presence of said employee on school premises poses a potential threat or danger to the health, safety or general welfare of the students, or in the discretion of the superintendent, may interfere with or cause a disruption of normal school operations, the superintendent may immediately release said employee of all duties pending a hearing if one is requested by the employee. In the event a licensed employee is arrested, indicted or otherwise charged with a felony by a recognized law enforcement official, the continued presence of the licensed employee on school premises shall be deemed to constitute a disruption of normal school operations.

### ***HEARING***

This school board, upon a request for a hearing by the person so suspended or removed shall set a date, time and place for such hearing which shall be not sooner than five (5) days nor later than thirty (30) days from the date of the request. The procedure for such hearing shall be as prescribed for hearings before this board or hearing officer in Section 37-9-111. From the decision made at said hearing, any licensed employee shall be allowed an appeal to the chancery court in the same manner as appeals are authorized in Section 37-9-113.

### ***APPEAL***

Any party aggrieved by action of the chancery court may appeal to the Mississippi Supreme Court as provided by law. In the event that a licensed employee is immediately relieved of duties pending a hearing, as provided in this section, said employee shall be entitled to compensation for a period up to and including the date that the initial hearing is set by this school board, in the event that there is a request for such a hearing by the employee.

In the event that an employee does not request a hearing within five (5) calendar days of the date of the notice of discharge or suspension, it shall constitute a waiver of all rights by said employee and such discharge or suspension shall be effective on the date set out in the notice to the employee. '37-9-59 (1997)

Insubordination is one of the "other good causes" for which one may be dismissed.

At a suspension or dismissal hearing before the school board, the burden rests upon the superintendent to prove by a preponderance of evidence that adequate grounds for dismissal exist.

## **Professional Personnel Reduction in Force (Policy GBKAR)**

The Board of Trustees has the responsibility for providing and maintaining quality schools within the district. In order to carry out its responsibility, the board may: (1) abolish or combine job positions, (2) reduce the length of the work year with a concomitant reduction in salary (the same to be in no event less than 187 days per contract year), (3) reduce administrative supplements, (4) reduce the number of employees. Initially, staff reduction will be accomplished by attrition.

When reducing the number of licensed employees, the board will take into account the following reasons for such reduction in force:

- Enrollment declines,
- Financial decline/reduction
- Educational program(s) elimination, and
- Priority need for human, material and financial resources.

The primary objective of the board when reducing the work force will be the maintenance of a fair and balanced educational program consistent with the needs of the students and the functions and responsibilities of the school district. When deciding reduction in force, the board will consider the following factors, not necessarily in the order listed:

- Criticality of the position to the mission, goals, and objectives of the school district
- Subject area(s) and advanced degrees by certification.
- Experience, professional training, length of service within the district and work assignment.
- Quality of performance including the proven ability to accomplish the educational mission of the school district.
- Executive ability.
- Employee attendance and discipline history.
- Skills and licensure in the area(s) where the district has instructional and/or supervisory needs.

## **Professional Personnel Separation/Nonrenewal (Policy GBN)**

### ***PROFESSIONAL PERSONNEL SEPARATION***

IMPORTANT NOTICE: This policy is applicable only to professional personnel covered under the Education Employment Procedures Law (EEPL) as defined in MS Code' 37-9-103. Please refer to the Education Employment Procedures Law Handbook, published by MSBA.

It is recognized by this school district that it is necessary, from time to time, to release from future employment licensed personnel where their performance fails to meet the standards established by the State Department of Education and/or this board or where their services are no longer needed.



## ***NOTICE OF NONRENEWAL***

If a recommendation is made by the school district not to offer an employee a renewal contract for a successive year, written notice of the proposed non-reemployment stating the reasons for the proposed non-reemployment shall be given no later than the following:

- a. If the employee is a principal, the superintendent, without further board action, shall give notice of non-reemployment on or before March 1; or
- b. If the employee is a teacher, administrator or other professional educator covered under Sections 37-9-101 through 37-9-113, the superintendent, without further board action, shall give notice of non-reemployment on or before April 15, or within ten (10) calendar days after the date that the Governor approves the appropriation bill(s) comprising the state's education budget for funding K-12, whichever date is later.

An interim superintendent appointed pursuant to Section 37-17-6(14)(a) or a school board acting on the recommendation of a school district financial advisor appointed pursuant to Section 37-9-18 shall not be required to comply with the time limitations prescribed in this section for recommending the reemployment of principals, teachers, administrators or other professional educators. ' 37-9-105

A decision not to renew licensed employees of this school district shall be based upon valid educational reasons or noncompliance with school district personnel policies.

## ***LICENSED EMPLOYEE RIGHTS***

A principal or other professional educator receiving written notice under the provisions of this policy shall, upon written request within ten (10) calendar days of notice of proposed non-reemployment, be entitled to:

- a. Written notice of the specific reasons for non-reemployment together with a summary of the factual basis therefor, a list of witnesses and a copy of documentary evidence substantiating the reasons intended to be presented at the hearing. The school district shall give this notice to the principal or other professional educator at least fourteen (14) calendar days prior to any hearing;
- b. An opportunity for a hearing at which to present matters relevant to the reasons given for the proposed non-reemployment, including any reasons alleged by the employee to be the reason for non-reemployment; provided, however, that any school superintendent whose employment has been terminated by the school board under Section 37-9-59, or whose employment contract has not been renewed by the school board shall not have the right to request a hearing before the school board or a hearing officer;
- c. Receive a fair and impartial hearing before the board or hearing officer; provided, however, that any school superintendent whose employment has been terminated by the school board under Section 37-9-59, or whose employment contract has not been renewed by the school board shall not have the right to request a hearing before the school board or a hearing officer;
- d. be represented by legal counsel, at his/her own expense.

If the employee does not request a hearing, the recommendation regarding the nonreemployment of the employee shall be final.

It is the intent of this school district to establish procedures for providing professional educators with notice of the reasons for not offering him/her a renewal of his/her contract and to provide an opportunity for principals and other professional educators to present matters relevant to the reasons given for the proposed non-reemployment determination and to the reasons the employee alleges to be the reasons for non-reemployment. The board is required to determine whether the recommendation of non-reemployment is a proper employment decision and not contrary to law and whether the nonrenewal decision is based upon valid educational reasons or noncompliance with school district personnel policies.

Any and all hearings shall be conducted pursuant to the Rules of Procedure Under the Education Employment Procedures Law of 2001" (Policy GBN-R), adopted by this board. All proceedings under this policy are and shall be governed by the Education Employment Procedures Law of 2001, where applicable. '37-9-101 et. seq.

Where a school board has acted in a manner which is arbitrary and capricious and where its actions are not supported by substantial evidence, the Chancery Court and ultimately the Supreme Court have the responsibility to intervene.

## **GB0 - Professional Personnel Resignations**

### ***PROFESSIONAL PERSONNEL RESIGNATIONS***

All resignations of licensed employees must be acted on by the school board, at which time the board may either officially accept or not accept the resignation. Any such action shall be reflected in the school board's official minutes.

A licensed employee who leaves the district without having fulfilled his/her contractual obligations and without being officially released from his or her contract by the board will be considered to be in breach of his/her contract and may have his/her license revoked.

The Board of Education of the Hazlehurst City School District empowers the superintendent, as agent of the board, to accept on its behalf letters of resignation from any school district employee, providing that such resignation is in writing, dated, signed and specifies the date upon which the resignation is to be effective.

Receipt of such a letter of resignation by the superintendent may constitute acceptance of such resignation by the board of education and may release the employee and the district from and all further contractual obligations beyond the effective date of the resignation provided that a suitable replacement for the position can be employed. The superintendent shall also be empowered to refuse an employees' resignation when such refusal is in the best interest of the school district.

Any resignation received by the superintendent is irrevocable. A licensed employee who leaves the district without having fulfilled his/her contractual obligations and who has not obtained written acceptance of his/her resignation from the superintendent will be considered to be in breach of his/her contract and may have his/her license revoked.

### ***PROCEDURES***

Resignations must be mailed to the superintendent by certified mail, return receipt requested or personally delivered to the superintendent' office and an acknowledgment of receipt must be inscribed on the face of the letter of resignation.

Upon receipt of a letter of resignation, the superintendent shall notify the employee in writing as to whether or not the employee's resignation is accepted. This notification shall be sent to the employee by certified mail return receipt, or personally delivered to the employee and an acknowledgment receipt by the employee inscribed on the face of the letter of acceptance or denial of the resignation. The employee shall be given one copy of the acknowledged acceptance or denial of the resignation and the superintendent shall keep one copy of the acknowledged acceptance or denial of the resignation.

All letters of resignation and acceptance or denial of resignations shall become a permanent part of the employee's personnel file.

## **Professional Personnel Reemployment (Policy GBP)**

### ***LICENSED AND NON-INSTRUCTIONAL EMPLOYEES***

On or before April 1 of each year, the principal of each school shall recommend to the superintendent of the local school district the licensed employees or non-instructional employees to be employed for the school involved except those licensed employees or non-instructional employees who have been previously employed and who have a contract valid for the ensuing scholastic year. If such recommendations meet with the approval of the superintendent, the superintendent shall recommend the employment of such licensed employees or noninstructional employees to the local school board, and, unless good reason to the contrary exists, the board shall elect the employees so recommended. If, for any reason, the local school board shall decline to elect any employee so recommended, additional recommendations for the places to be filled shall be made by the principal to the superintendent and then by the superintendent to the local school board as provided above.

### ***PERSONNEL SUPERVISOR***

The school board of any local school district shall be authorized to designate a personnel supervisor or another principal employed by the school district to recommend to the superintendent licensed employees or noninstructional employees; however, this authorization shall be restricted to no more than two (2) positions for each employment period for each school in the local school district. Any noninstructional employee employed upon the recommendation

of a personnel supervisor or another principal employed by the local school district must have been employed by the local school district at the time the superintendent was elected or appointed to office; a noninstructional employee employed under this authorization may not be paid compensation in excess of the statewide average compensation for such noninstructional position with comparable experience, as established by the State Department of Education.

The school board of any local school district shall be authorized to designate a personnel supervisor or another principal employed by the school district to accept the recommendations of principals or their designees for licensed employees or noninstructional employees and to transmit approved recommendations to the local school board; however, this authorization shall be restricted to no more than two (2) positions for each employment period for each school in the local school district.

When the licensed employees have been elected as provided in the preceding paragraph, the superintendent of the district shall enter into a contract with such persons in the manner provided in this chapter.

If, at the commencement of the scholastic year, any licensed employee shall present to the superintendent a license of a higher grade than that specified in such individual's contract, such individual may, if funds are available from minimum education program funds of the district, or from district funds, be paid from such funds the amount to which such higher grade license would have entitled the individual, had the license been held at the time the contract was executed. ' 37-9-17 (200 I)

### ***LEGAL RULING***

Plaintiff who was never recommended to the school board by the superintendent and not hired by the board pursuant to any recommendation has no enforceable rights against the school board for its refusal to honor an employment contract the plaintiff signed as career awareness counselor, since the instrument which was tendered by the superintendent never ripened into an enforceable contract without board approval.

NOTE: All new hire licensed and non-licensed employees after July 1, 2000 must have a state child abuse registry check and criminal records ground check via fingerprint card. Please see sample policy GBD C Professional Personnel Hiring and/or sample policy GCD C Classified Personnel Hiring.

### **Professional Personnel Retirement (Policy GBQ)**

Professional educators shall be retired from public P-loy under such conditions and provisions established by the Public Employee Retirement System (PERS). ' 25-11- 101 et seq.

## **Strikes (Policy)**

"Strike" means a concerted failure to report for duty, a willful absence from one's position, the stoppage of work, a deliberate slowing down of work, or the withholding, in whole or in part, of the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment; provided, however, that nothing herein shall limit or impair the right of any certificated teacher to express or communicate a complaint or opinion on any matter related to the conditions of employment so long as the same is not designed and does not interfere with the full, faithful and proper performance of the duties of employment.

"Certified teacher" shall mean the following employees of this school district: classroom teachers, supervisors of programs, librarians, guidance personnel, audiovisual personnel and vocational directors.

It is hereby declared that a strike, concerted work stoppage or concerted refusal to perform lawful duties in any manner by certified teachers against public school districts within the State of Mississippi shall be illegal, unprotected and contrary to the public policy of the State of Mississippi.

No certified teacher, group of certified teachers or teacher organization shall promote, encourage or participate in any strike against a public school district, the State of Mississippi or any agency thereof.

No person exercising any authority, supervision or direction over any certified teacher shall have the power to authorize, approve or consent to a strike by one or more certified teachers, and such person shall not authorize, approve or consent to such strike. No local school governing board or any person exercising authority, supervision or direction over any public school shall attempt to close or curtail the operations of the public school, or to change or alter in any manner the schedule of operations of said school in order to circumvent the full force and effect of this statute. In the event of a strike against the public school, the local school governing board shall continue school operations as long as practicable in order to ascertain which teachers are on strike, and certify the names of such teachers to the Attorney General. Any member of a local school governing board or public school administrator who violates this subsection shall be guilty of a misdemeanor and upon conviction shall be fined not less than One Hundred Dollars (\$100.00) nor more than Two Hundred Fifty Dollars (\$250.00) for each day such violation continues.

Chancery courts having jurisdiction of the parties are vested with authority to hear and determine all actions alleging violations of subsection (3) of this section. Suits to enjoin violations of subsection (3) of this section shall have priority over all matters on the court's docket except other emergency matters.

If a certified teacher, a group of certified teachers, a teacher organization, or any officer, agent or representative of any teacher organization engages in a strike in violation of subsection (3) of this section, any public school district whose employees are involved or whose employees may be affected by the strike shall file suit to enjoin the strike in the Chancery Court of the First Judicial District of Hinds County, Mississippi, or in the chancery court having proper jurisdiction and proper venue of such actions. The chancery court shall conduct a hearing with notice to all interested parties, at the earliest practicable time. If the complainant makes a prima facie showing that a violation of subsection (3) of this section is in progress or that there is a clear, real and present danger that such strike is about to commence, the chancery court shall issue a temporary restraining order enjoining the strike. Upon final hearing, the chancery court shall either make the injunction permanent or dissolve it.

If an injunction to enjoin a strike issued pursuant to this section is not promptly complied with, on the application of the complainant, the chancery court shall immediately initiate contempt proceedings against those who appear to be in violation. A teacher organization found to be in contempt of court for violating an injunction against a strike shall be fined up to Twenty Thousand Dollars (\$20,000.00) for each such calendar day. The fines so collected shall immediately accrue to the school district and shall be used by it to replace those services denied the public as a result of the strike.

Each officer, agent or representative of a teacher organization found to be in contempt of court for violating an injunction against a teacher organization shall be liable for any damages which might be suffered by a public employer as a result of a violation of the provisions of subsection (3) of this section by the teacher organization or its representatives, officers and agents. The chancery court having jurisdiction over such actions is empowered to enforce judgment against teacher organizations by the attachment or garnishment of organization initiation fees or dues.

If the court, after a hearing or notice, determines that a certified teacher has violated subsection (3) of this section, it shall order the termination of his or her employment by the public school district. No person knowingly violating the provision of said subsection may, subsequent to such violation, be employed or reemployed as a teacher by any public school district in the state unless the court first finds a public necessity therefor.

The provisions of this subsection (8) shall be cumulative and supplemental to any other applicable provision of law. '37-9-75 (1985)

## **Sexual Harassment (Policy GBR)**

### ***SEXUAL HARASSMENT***

The policy of the board of education forbids discrimination against any employee or applicant for employment on the basis of sex. The board of education will not tolerate sexual harassment activity by any of its employees. This policy similarly applies to non-employee volunteers who work subject to the control of school authorities.

This school district affirms employee protection provided under Title VII, and therefore "shall not tolerate verbal or physical conduct by any employee, male or female, which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment."

It is the intent of the school board to maintain an environment free from sexual harassment of any kind. Therefore, unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature amounting to or constituting harassment are prohibited.

The District has a Title IX Compliance Officer designated to handle any complaints regarding Title IX issues. Since this policy, Policy GBR, is not amended each time the administrator serving as the Title IX Compliance Officer changes, please contact the superintendent, the federal programs director, or any principal to request the name of the current Title IX Compliance Officer. Also, the Title IX Compliance Officer is identified with specificity in the District Student Handbook, Faculty Handbooks, and on the District website. Contact the Title IX Compliance Officer immediately to make a complaint regarding discrimination based on sex with respect to any District educational program or District activity receiving federal financial assistance or with respect to complaints of sex discrimination and/or sexual harassment.

### **GENERAL PROHIBITIONS**

1. Unwelcome Conduct of a Sexual Nature
  - a. Conduct of a sexual nature may include verbal or physical sexual advances, including subtle pressure for sexual activity; touching, pinching, patting, or brushing against; comments regarding physical or personality characteristics of a sexual nature; and sexually oriented "kidding," "teasing," double-entendres, and jokes.
  - b. Verbal or physical conduct of a sexual nature may constitute sexual harassment when the allegedly harassed employee has indicated, by his or her conduct, that it is unwelcome.
  - c. An employee who has initially welcomed such by active participation must give specific notice to the alleged harasser that such conduct is no longer welcome in order for any such subsequent conduct to be deemed unwelcome.

2. Sexual Harassment

Unwelcomed sexual advances, requests for sexual favors, and other verbal or physical

conduct of a sexual nature constitute Sexual harassment when certain criteria are met. The criteria are:

- a. Submission to the conduct is made either an explicit or implicit condition of employment;
- b. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or
- c. The conduct substantially interferes with an employee's work performance, or creates an intimidating, hostile, or offensive work environment.

### **SPECIFIC PROHIBITIONS**

#### **1. Administrators and Supervisors**

- a. It is sexual harassment for an administrator or supervisor to use his or her authority to solicit sexual favors or attention from subordinates when the subordinate's failure to submit will result in adverse treatment, or when the subordinate's acquiescence will result in preferential treatment.
- b. Administrators and supervisors who either engage in sexual harassment or tolerate such conduct by other employees shall be subject to sanctions, as described below.

#### **2. Non-administrative and Non-Supervisory Employees**

It is sexual harassment for a non-administrative and nonsupervisory employee to subject another such employee to any unwelcome conduct of a sexual nature. Employees who engage in such conduct shall be subject to sanctions as described below.

### **REPORTING, INVESTIGATION, AND SANCTIONS**

1. It is the express policy of the Board of Education to encourage victims of a sexual harassment to come forward with such claims. This may be done through the Employee Grievance Resolution Procedure.
  - a. Employees who feel that administrators or supervisors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon sexual favors, are encouraged to report these conditions to the appropriate administrator. If the employee's direct administrator or supervisor is the offending person, the report shall be made to the next higher level of administration or supervision.
  - b. Employees are also urged to report any unwelcome conduct of a sexual nature by supervisors or fellow employees if such conduct interferes with the individual's work performance or creates a hostile or offensive working environment.
  - c. Confidentiality will be maintained and no reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.
2. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct and the context in which the alleged conduct occurred will be investigated. The Superintendent has the responsibility of investigating and resolving complaints of sexual harassment.



3. Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to warning, suspension, or termination subject to applicable procedural requirements.

#### **SEXUAL MISCONDUCT PROHIBITED**

If any person eighteen (18) years or older who is employed by any public school district or private school in this state is accused of fondling or having any type of sexual involvement with any child under the age of eighteen (18) years who is enrolled in such school, the principal of such school and the superintendent of such school district shall timely notify the district attorney with jurisdiction where the school is located of such accusation, the Mississippi Department of Education and the Department of Human Services, provided that such accusation is reported to the principal and to the school superintendent and that there is a reasonable basis to believe that such accusation is true.

Any superintendent, or his designee, who fails to make a report required by this section shall be subject to the penalties provided in Section 37-11-35. Any superintendent, principal, teacher or other school personnel participating in the making of a .@..quired report pursuant to this section or participating in any judicial proceeding resulting there from shall be presumed to be acting in good faith. Any person reporting in good faith shall be immune from any civil liability that might otherwise be incurred or imposed. ' 97-5-24 If any teacher and any pupil under eighteen (18) years of age of such teacher, not being married to each other, shall have sexual intercourse, each with the other, they shall, for every such offense, be fined in any sum, not more than five hundred dollars (\$500.00) each, and the teacher may be imprisoned not less than three (3) months nor more than six (6) months.' 97-29-3 (1980)

#### **HARASSMENT PROHIBITED**

This school district affirms employee protection provided Under Title VII, and therefore "shall not tolerate verbal or physical conduct by any employee, male or female, which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment."

Further, this school district prohibits sexual harassment of or by any student or employee. This policy applies to conduct during and relating to school and school-sponsored activities. Sexual harassment is inappropriate behavior and offensive. Any student or employee who engages in the sexual harassment of anyone in the school setting may be subject to disciplinary action up to and including expulsion.

#### **INDIVIDUALS AND CONDUCT COVERED**

These policies apply to all students and employees of Hazlehurst City School District, and third parties, persons hired to provide contracted services, and persons volunteering at school activities. Conduct prohibited by these policies is unacceptable in all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs occur on campus, on a bus, or at another location away from campus. Individuals who violate these

policies will be subject to disciplinary action, up to and including suspension or expulsion (if a student) or suspension or termination of employment (if any employee), and in egregious situations, law enforcement officials will be notified as required by law. Further the Mississippi Department of Education will be notified as required with regard to any violations of Standard 4 of the Mississippi Educator Code of Ethics and Standards of Conduct. It is also prohibited to knowingly make a false discrimination, harassment, or retaliation report or provide false information in an investigation. Individuals who knowingly file a false or misleading complaint alleging harassment, discrimination or retaliation or provide false information in an investigation are subject to appropriate disciplinary actions.

#### **INVESTIGATION OF HARASSMENT**

In accordance with its obligations under federal law, the District reserves the right to investigate reports of harassment occurring between employees and students or between employees, regardless of whether the alleged harassment occurred on or off school grounds; during or outside school hours; or using school-owned or personally-owned electronic devices (e.g., postings to digital media and electronic forums such as Twitter and Facebook or text messages).

#### **RETALIATION IS PROHIBITED**

The Hazlehurst City School District encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of the Hazlehurst City School District to investigate such reports. The Hazlehurst City School District prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

Retaliation against an individual for reporting harassment or discrimination or for participation in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will subject an individual to disciplinary action. Acts of retaliation should be reported immediately and will be investigated and corrective action taken promptly. Corrective action may include suspension, expulsion and in egregious situations, the involvement of law enforcement official.

#### **OTHER REPORTING**

Nothing in this policy or any other policy impedes or precludes a student, the student's parents, a school employee, or school officials from directly reporting to law enforcement officials any behavior that constitutes a violation of criminal law or any applicable laws.

## **Sexual Harassment- Procedures (Policy GACN-P)**

### ***Section I: TITLE IX OF THE EDUCATION AMENDMENT OF 1972***

Employees and students in academic institutions are protected from sexual harassment by Title IX of the Education Amendment of 1972. This amendment to the 1964 Civil Rights Act prohibits sex discrimination and sexual harassment in educational institutions that receive federal assistance.

Complaints of violation of this policy may be made to the appropriate administrative officer or

the Title IX coordinator without fear of reprisal. Should violations prove to be legitimate, the offending employee shall be subject to disciplinary action, including involuntary termination of employment.

### ***Section II: REQUIREMENTS FOR PROCESSING COMPLAINTS***

1. Since it is important that complaints be filed and processed as rapidly as possible, the number of days indicated at each step are considered as maximum and every effort will be made to expedite the process. At any step in the complaint procedure, the time limits may be extended when necessary.
2. References to days are working days and do not include holidays and/or weekends.
3. Facts elicited during step two proceedings are confidential and do not become part of the employee's official personnel file. A copy of documents, communications, and records dealing with the processing of a complaint will be filed in a separate file in the office of personnel services.
4. The failure of a complainant to proceed from one step of the procedure to the next within the set time limits shall be deemed to be acceptance of the decision previously rendered and shall eliminate any future review concerning that particular complaint.
5. The failure of the reviewing officers to communicate their decision to the complainant within the time limits shall permit the complainant to proceed to the next step.
6. The complainants may withdraw their complaint at any step without prejudice. However, they shall not be permitted to re-file that same complaint once withdrawn.
7. No reprisal shall be invoked against any employee for filing a complaint or for participation in any way in this procedure.
8. If the complaint is against the person's immediate supervisor, the complainant should talk immediately with the Title IX Coordinator.

### ***Section III: PROCEDURES FOR PROCESSING COMPLAINTS***

#### **Step One:**

Within five (5) days of the time a complaint becomes known, the employee will present the complaint orally to his immediate supervisor or the district's Title IX Coordinator and complete the "Report of Violation of Title IX" form. It should be noted that the complainant does not have to report the incident to the supervisor before talking with the Title IX Coordinator.

#### **Step Two:**

Within 3-5 days the supervisor or complainant is to present the completed "Report of Violation of Title IX" form to the designated person in the office of personnel services.

#### **Step Three:**

Within five (5) days, after review of the written complaint, the Title IX coordinator shall personally question both or all parties involved in the sexual harassment complaint. A written

record shall be made of the statements made by all parties involved. If the alleged harasser denies the allegation, the Title IX Coordinator must do additional fact finding before making a determination. This must be done within 5-7 days.

**Step Four:**

The complainant may request, in writing, within 5 days, a hearing before an unbiased panel of district employees. If such a request is made, it shall be the responsibility of the district's Title IX Coordinator to convene a panel of three to five district employees.

**Step Five:**

A panel of three to five district employees shall review the facts presented and question all parties involved before making a determination. The complainant and alleged harasser will be informed by registered mail of the date and time to appear before the panel. The proceedings of the hearing will be taped and kept on file in the office of personnel services. The panel shall be convened within 5-10 days of the written request. Representation of a complainant or alleged harasser by other individuals will not be permitted.

The panel will prepare a written summary of all relevant facts, being careful to state such facts fairly and objectively. The panel will then express its findings and conclusions. The summary of facts, findings and conclusions will then provide the basis for subsequent review in the event of further appeal by the complainant.

**Step Six:**

Within five days of review of the response of step five, the complainant and/or alleged harasser may appeal the decision by requesting, in writing, a review of the decision by the superintendent of schools. The superintendent will review the written summary of the step five panel and shall, within ten (10) days render his written decision.

**Step Seven:**

Within five (5) days of review of the response of step six, the complainant or alleged harasser may appeal this decision by requesting, in writing, a review of the decision by the board of trustees. The board shall review the written summary of the panel and the written decision of the superintendent within thirty (30) days of the receipt of the step six appeal. The board's decision shall be rendered no later than the conclusion of its next regularly scheduled board meeting.

**Professional Personnel Time Schedule (Length of Work Day) (Policy GBRB)**

The work day shall be set within the legal parameters with consideration of the instruction and activity schedules established by the principal.

Every effort shall be made to provide a uniform work day for employees where this is practical and consistent with the safe and efficient administration of the school.

Professional employees shall be on duty the number of days shown on the face of their current employment contract less and except those days granted by the board for illness, personal business, earned vacation and emergencies.

### ***LENGTH OF SCHOOL DAY***

The number of hours of actual teaching which shall constitute a school day shall be determined and fixed by the board of trustees of the school district at not less than five (5) hours. '37-13-67 (2006)

### **Professional Personnel Work Load (Policy GBRC)**

The local school board shall have the power and authority to fix the date for the opening and closing of the school term, subject to the minimum number of days which schools must be in session during a scholastic year, as prescribed under Section 37-13-63. However, local school boards are authorized to keep school in session in excess of the minimum number of days prescribed in Section 37-13- 63. I 37-13-61 (2006)

Except as otherwise provided, all public schools in the state shall be kept in session for at least one hundred eighty (180) days in each scholastic year. '37-13-63

### ***TEACHING DAY***

A day in which a minimum of 330 minutes of instruction and/or evaluation and/or district approved group testing is provided. Exceptions are days with fewer than 330 instructional minutes that are part of an instructional week of at least 27.5 hours.

It shall be the duty of the principals and teachers in each building of this school district to instruct the pupils in the methods of fire drills and to practice fire drills until all the pupils in the school are familiar with the methods of escape. Such fire drills shall be conducted often enough to keep such pupils well drilled. It shall be the further duty of such principals and teachers to instruct the pupils in all programs of emergency management as may be designated by the state department of education. ' 37-11-5 (1980)

NOTE: For a listing of the Process Standards that relate to professional personnel workload, please refer to Standards 12 through 34 of the Mississippi Public School Accountability Standards (2007).

### **Professional Personnel Staff Meetings (Policy GBRD)**

Faculty meetings shall be held upon the call of the superintendent and/or school principal.

The Mississippi Public School Accountability Standard for this policy is standard 15.

## **Professional Personnel Extra Duty (Policy GBRE)**

Teachers are expected to assume reasonable duties over and above their regular teaching responsibilities. Activities and services may make minor demands on the teacher's basic assignment. Administrators shall strive to equalize such duties among teachers.

## **Professional Personnel Expenses (Policy GBRF)**

Professional personnel who have first been authorized by the superintendent to travel in the performance of their duties shall be advanced/reimbursed as indicated below:

1. for each mile actually and necessarily traveled in the employee's automobile or other private motor vehicle cents per mile as defined by the State Department of Finance. Employees are expected by the board to car pool where two (2) or more employees are traveling to the same destination. In such an event only one (1) travel expense allowance at the authorized rate per mile shall be allowed for any one (1) trip;
2. when such travel is done by means of a public carrier or other means not involving a private motor vehicle, the employee shall receive as travel expense the actual fare or other expenses incurred in such travel;
3. employees shall be reimbursed for other actual expenses such as meals, lodging and other necessary expenses incurred in the course of such travel, subject to limitations placed on meals for intrastate and interstate official travel by the State Department of Finance and Administration and rules and regulations adopted by the State Department of Audit.

Current reimbursements are as follows:

1. single standard room rate for accommodations
2. maximum reimbursement for meals for in-state and out-of-state travel as defined by the State Department of Finance and Administration
3. cents per mile for each mile driven in private vehicle
4. actual registration fees
5. actual fare or other expenses incurred in travel by public carrier
6. incidental expenses -- reasonable gratuities, parking, etc.

The superintendent shall comply with the rules and regulations of the State Department of Audit regarding itemized expense accounts upon return of the employee.

### ***REGARDING TRAVEL ADVANCES***

1. The superintendent ONLY is authorized to approve travel advances.
2. The superintendent shall comply with all rules and regulations of the State Department of Audit regarding travel advances.
3. The superintendent shall comply with the State Department of Finance and Administration daily limits on expenditures for meals.
4. All official travel must be preapproved.
5. Persons receiving advances must be officers or employees of the school district.
6. Travel advances may not be used for personal expenses or for any purpose other than the

actual expenses of the authorized travel.

7. Accounting for any travel advance shall be made within five (5) working days after the end of the month in which the official travel was made.
  - a. Any money not used for travel related expenses shall be repaid the school district at this time.
  - b. The travel reimbursement form prescribed by the State Department of Finance and Administration shall be completed and submitted at this time for all money not refunded the school district.
  - c. Actual receipts for all travel expenses except meals and travel in personal vehicles are to be included.

### **Professional Personnel Non-School Employment (Policy GBRG)**

This school board considers a professional assignment in the school district to be full time employment.

Employees shall not engage at any time in any outside employment that would interfere with their effectiveness in performing regular assigned duties; would compromise or embarrass the school Y.s tem; or would in any way conflict with assigned duties.

Employees shall not be employed or involved in any private or other public business during the hours necessary to fulfill their contractual responsibilities.

For incompetence, neglect of duty, immoral conduct, intemperance, brutal treatment of a pupil or other good cause the superintendent of schools may dismiss or suspend any licensed employee in any school district. '37-9-59 (1997)

### **Professional Personnel Tutoring for Pay (Policy GBRGB)**

To assure all students reasonable assistance without charge from their own teachers and to avoid placing a teacher in a position where he may have a conflict of interest , teachers shall receive no money from parents for tutoring any student they have in class or upon whose evaluation or assignment they will be called upon to make.

Further, no tutoring for which a teacher receives a fee will be carried on in the school building.

No teacher shall use his official position to obtain pecuniary benefit for himself other than that compensation provided for by law, or to obtain pecuniary benefit for any relative or any business with which he is association. '25-4-105 (1) (1994)

### **Return To Work Policy (Policy GBRHC)**

It is the policy of HAZLEHURST CITY School District to assist employees injured at work to receive appropriate medical care and return to work as soon as possible within medical restrictions. This will support the employee's sense of job security and help the employee to

return quickly to his or her pre-injury lifestyle. It will also help HAZLEHURST CITY School District maintain productivity and reduce workers compensation costs.

Our early return to work program provides opportunities for an employee who is injured on the job to return to work at full duty. If the injured worker is not physically capable of returning to full duty, the program provides opportunities to temporarily perform his or her regular job with modifications or, when available, to perform alternate temporary work that meets the injured worker's physical capabilities.

In order for this program to be successful, all injuries must be reported immediately or as soon as medically possible. We will assist you with immediate transportation from work to the medical facility. Your supervisor will report the injury to the district claims coordinator or directly to our Third Party Administrator. Following medical treatment, we ask that you report your medical status to your supervisor and/or district claims coordinator. If you are unable to return to your normal duties, we will attempt to provide a position with modified duties, if applicable. The modified duty position will comply with the medical provider's job restrictions.

This return to work policy covers all employees. It is the responsibility of all employees to understand and follow the guidelines outlined in this policy.

No statement contained within this policy or procedures modifies the employment relationship of the parties as established by State law or the employment agreement signed by the employee and the school district when the employee was hired.

## **Absence From Duty (Policy GBRI)**

### ***LICENSED EMPLOYEE***

The term licensed employee means any employee of a public school district required to hold a valid license by the Commission on Teacher and Administrator Education, Certification and Licensure and Development. '37-7-307

### **SICK LEAVE ALLOWANCE**

The school board of this district shall establish by rules and regulations a policy of sick leave with pay for licensed employees and teacher assistants employed in the school district, and such policy shall include the following minimum provisions for sick emergency leave with pay:

- a. Each licensed employee and teacher assistant, at the beginning of each school year, shall be credited with a minimum sick leave allowance, with pay, of seven (7) days for absences caused by illness or physical disability of the employee during that school year.
- b. Any unused portion of the total sick leave allowance shall be carried over to the next school year and credited to such licensed employee and teacher assistant if the licensed employee or teacher assistant remains employed in the same school district. In the event



any public school licensed employee or teacher assistant transfers from one public school district in Mississippi to another, any unused portion of the total sick leave allowance credited to such licensed employee or teacher assistant shall be credited to such licensed employee or teacher assistant in the computation of unused leave for retirement purposes under Section 25-11-109, Mississippi Code of 1972. Accumulation of sick leave allowed in the school district shall be unlimited.

- c. No deduction from the pay of such licensed employee or teacher assistant may be made because of absence of such licensed employee or teacher assistant caused by illness or physical disability of the licensed employee or teacher assistant until after all sick leave allowance credited to such licensed employee or teacher assistant has been used.
- d. For the first ten (10) days of absence of the licensed employee because of illness or physical disability, in any school year, in excess of the sick leave allowance credited to such licensed employee, there may be deducted from the pay of such licensed employee the established substitute amount of licensed employee compensation paid in that local school district, necessitated because of the absence of the licensed employee as a result of illness or physical disability. Thereafter, the regular pay of such absent licensed employee may be suspended and withheld in its entirety for any period of absence because of illness or physical disability during that school year.

#### **PERSONAL LEAVE ALLOWANCE**

Beginning with the school year 1983-84, each licensed employee at the beginning of each school year shall be credited with a minimum personal leave allowance, with pay, of two (2) days for absences caused by personal reasons during that school year. Such personal leave shall not be taken on the first day of the school term, the last day of the school term, on a day previous to a holiday or a day after a holiday, unless on such days an immediate family member of the employee is being deployed for military service. Personal leave may be used for professional purposes, including absences caused by attendance of such licensed employee at a seminar, class, training program, professional association or other functions designed for educators. No deduction from the pay of such employee may be made because of absence of such licensed employee caused by personal reasons until after all personal leave allowance credited to such employee has been used. However, the superintendent of a school district, in his discretion, may allow a licensed employee personal leave in addition to any minimum personal leave allowance, under the condition that there shall be deducted from the salary of such licensed employee the actual amount of any compensation paid to any person as a substitute, necessitated because of the absence of the licensed employee. Any unused portion of the total personal leave allowance up to five (5) days shall be carried over to the next school year and credited to such licensed employee if the licensed employee remains employed in the school district.

#### **PROFESSIONAL LEAVE ALLOWANCE**

Beginning with the school year 1992-93, each licensed employee shall be credited with a professional leave allowance, with pay, for each day of absence caused by reason of such employee's statutorily required membership and attendance at a regular or special meeting held within the State of Mississippi of the State Board of Education, the Commission on Teacher and

Administrator Education, Certification and Licensure and Development, the Commission on School Accreditation, the Mississippi Authority for Educational Television and the meetings of the state textbook rating committees or other meetings authorized by local school board policy.

#### **RETIREMENT**

Upon retirement from employment, each licensed and non-licensed employee shall be paid for not more than thirty (30) days of unused accumulated leave earned while employed by the school district in which the employee is last employed. Such payment for licensed employees shall be made by the school district at a rate equal to the amount paid to substitute teachers and for non-licensed employees, the payment shall be made by the school district at a rate equal to the federal minimum wage. The payment shall be treated in the same manner for retirement purposes as a lump sum payment for personal leave as provided in Section 25-11-103 (e). Any remaining lawfully credited unused leave, for which payment has not been made, shall be certified to the Public Employees' Retirement System in the same manner and subject to the same limitations as otherwise provided by law for unused leave. No payment for unused accumulated leave may be made to either a licensed or non-licensed employee at termination or separation from service for any purpose other than for the purpose of retirement.

#### **RULES AND REGULATIONS**

The school board may adopt rules and regulations which will reasonably aid to implement the policy of sick and personal leave, including, but not limited to, rules and regulations having the following general effect:

- a. Requiring the absent employee to furnish the certificate of a physician or dentist or other medical practitioner as to the illness of the absent employee, where the absence is for four (4) or more consecutive school days, or for two (2) consecutive school days immediately preceding or following a non-school day;
- b. Providing penalties, by way of full deduction from salary, or entry on the work record of the employee, or other appropriate penalties, for any materially false statement by the employee as to the cause of absence;
- c. Forfeiture of accumulated or future sick leave, if the absence of the employee is caused by optional dental or medical treatment or surgery which could, without medical risk, have been provided, furnished or performed at a time when school was not in session;
- d. Enlarging, increasing or providing greater sick or personal leave allowances than the minimum standards established by this section in the discretion of the school board of each school district.

#### **PAYMENT OF SUBSTITUTE EMPLOYEES**

School boards may include in their budgets provisions for the payment of substitute employees, necessitated because of the absence of regular licensed employees. All such substitute employees shall be paid wholly from district funds, except as otherwise provided for long-term substitute teachers in Section 37-19-20. Such school boards, in their discretion, also may pay, from district funds other than adequate education program funds, the whole or any part of the salaries of all employees granted leaves for the purpose of special studies or training.

## **NONLICENSED AND HOURLY PAID SCHOOL EMPLOYEES**

The school board may further adopt rules and regulations which will reasonably implement such leave policies for all other non-licensed and hourly paid school employees as the board deems appropriate.

### **VACATION AND PERSONAL LEAVE**

Vacation leave granted to either licensed or non-licensed employees shall be synonymous with personal leave. Unused vacation or personal leave accumulated by licensed employees in excess of the maximum five (5) days which may be carried over from one (1) year to the next may be converted to sick leave. The annual conversion of unused vacation or personal leave to sick days for licensed or unlicensed employees shall not exceed the allowable number of personal leave days as provided in Section 25-3-93. The annual total number of converted unused vacation and/or personal days added to the annual unused sick days for any employee shall not exceed the combined allowable number of days per year provided in Sections 25-3-93 and 25-3-95. Local school board policies that provide for vacation, personal and sick leave for employees shall not exceed the provisions for leave as provided in Sections 25-3-93 and 25-3-95. Any personal or vacation leave previously converted to sick leave under a lawfully adopted policy before May 1, 2004, or such personal or vacation leave accumulated and available for use prior to May 1, 2004, under a lawfully adopted policy but converted to sick leave after May 1, 2004, shall be recognized as accrued leave by the local school district and available for use by the employee. The leave converted under a lawfully adopted policy prior to May 1, 2004, or such personal and vacation leave accumulated and available for use as of May 1, 2004, which was subsequently converted to sick leave may be certified to the Public Employees' Retirement System upon termination of employment and any such leave previously converted and certified to the Public Employees' Retirement System shall be recognized.

### **DEFINITIONS**

For the purposes of this subsection, the following words and phrases shall have the meaning ascribed in this paragraph unless the context requires otherwise:

"Catastrophic injury or illness" means a life-threatening injury or illness of an employee or a member of an employee's immediate family that totally incapacitates the employee from work, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation from the state for the employee.

Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Chronic illnesses or injuries, such as cancer or major surgery, that result in intermittent absences from work and that are long-term in nature and require long recuperation periods may be considered catastrophic.

Immediate family means spouse, parent, stepparent, sibling, child or stepchild.

1. Any school district employee may donate a portion of his or her unused accumulated personal leave or sick leave to another
2. employee of the same or another school district who is suffering from a catastrophic injury or illness or who has a member of his or her immediate family suffering from a catastrophic injury or illness, in accordance with the following:

3. The employee donating the leave (the donor employee) shall designate the employee who is to receive the leave (the recipient employee) and the amount of unused accumulated personal leave and sick leave that is to be donated, and shall notify the school district superintendent or his designee of his or her designation.
4. The maximum amount of unused accumulated personal leave that an employee may donate to any other employee may not exceed a number of days that would leave the donor employee with fewer than seven (7) days of personal leave remaining, and the maximum amount of unused accumulated sick leave that an employee may donate to any other employee may not exceed fifty percent (50%) of the unused accumulated sick leave of the donor employee.
5. An employee must have exhausted all of his or her available leave and sick leave before he or she will be eligible to receive any leave donated by another employee. Eligibility for donated leave shall be based upon review and approval by the donor employee's supervisor.
6. Before an employee may receive donated leave, he or she must provide the school district superintendent or his designee with a physician's statement that states the beginning date of the catastrophic injury or illness, a description of the injury or illness, and a prognosis for recovery and the anticipated date that the recipient employee will be able to return to work.
7. If the total amount of leave that is donated to any employee is not used by the recipient employee, the whole days of donated
8. leave shall be returned to the donor employees on a pro rata basis, based on the ratio of the number of days of leave donated by each donor employee to the total number of days of leave donated by all donor employees.
9. Donated leave shall not be used in lieu of disability retirement.

#### **JURY DUTY/OTHER LEAVE**

This school board shall provide leave (with pay) (without pay) [district must establish its own policy either to pay or not) for employees who serve as witnesses under subpoena and/or on juries. The school board cannot recover jury fees from employees who serve on juries. (Attorney General Opinion, Middleton, 1991)

### **Family and Medical Leave Act (Policy GBRIA)**

- GENERAL
  - Definition
    - "Eligible employee" means one who is employed at a school facility where at least 50 persons are employed, either there or within a 75 mile radius of that school facility as measured by road miles by the shortest route possible; and who has been employed for at least 12 months by the school district as of the date leave commences, and who has also provided at least 1250 hours of service during that 12 month period. Fifty-two (52) weeks of casual, intermittent or occasional employment qualifies as "at

least 12 months". School district employees exempt from FLSA requirements are presumed to have worked 1250 hours.

- "Employee's spouse" means husband or wife as defined by Mississippi Law.
  - "Employee's son or daughter" means biological child, adopted child or foster child, legal ward or the child for whom the employee is standing in loco parentis who is either under the age of 18 or above the age of 18 and incapable of self-care because of a mental or physical disability.
  - "Employee's parent" means biological parent or an individual who stood (or now stands) in loco parentis to an employee when the employee was a child (not to include parents-in-law).
  - "Employee's immediate family member" means spouse, son or daughter or parent as defined hereinabove.
  - For the purposes of FMLA, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves either in-patient care (overnight stay) in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider.\*
- Leave Provisions
  - An eligible employee is entitled to 12 unpaid work weeks of leave during any 12 month period for any one or more of the following reasons:
  - The birth of a son or daughter, and to care for the newborn child (within 12 months of the birth).
  - The placement of a child with the employee for adoption or foster care (within 12 months of the placement).
  - To care for the employee's spouse, son, daughter, or parent with a serious health condition (not parent "in-law").
  - Because of the employee's own serious health condition which makes the employee unable to perform the function of his/her job.
  - Service Member Exigency Leave: For absences caused by an active duty exigency when the employee's spouse, child, or parent is a service member.
  - Military Caregiver Leave: To care for the employee's spouse, child, parent, or next of kin (if the employee is the nearest blood relative) who is a "recovering service member."

**IMPORTANT NOTE:** The school district must choose any one of the following methods of determining the "12 month period". Once chosen, that method must be used consistently and changed only upon 60 days written notice to all employees.

- The calendar year;
  - Any fixed 12 month "leave year", that is,
    - a fiscal year
    - a year required by state law

- a year starting on the employee's employment anniversary date
  - the 12 month period measured forward from the beginning date of the employee's FMLA leave
  - a rolling 12 month period measured backward from the date the employee uses FMLA leave (may not extend back before August 5, 1993).\*
- Husband and wife employees have a 12 week aggregate leave limit except for personal illness or the illness of a child or the other spouse; that is, if each spouse took 6 weeks of leave for the birth of a child, each could later use an additional 6 weeks due to personal illness or to care for a sick child.
- Brother and sister employees would have an aggregate limit of 12 weeks to care for their parent.
- Special rules apply to this school district which allow it to require eligible instructional personnel only to take FMLA leave on an intermittent or reduced leave schedule, or to take leave near the end of a semester. Instructional employees are only those employees whose principal function is to teach and instruct students in a class, small group or individual setting. Instructional employees include teachers, teacher aides and assistant teachers who actually teach, coaches, driver's ed instructors and special ed assistants such as signers. All other eligible employees may request intermittent leave or leave on a reduced leave schedule to care for a family member or for the employee's own serious health condition.\*
- Notice Requirement
  - School district employees must provide this district at least 30 days advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care or planned medical treatment for a serious health condition of the employee or family member.
  - Due to lack of knowledge or a medical emergency, notice must be given as soon as is practicable, which means as soon as both practical and possible or at least verbally within 1 or 2 working days when the need for leave becomes known to the employee (followed by written notice).\*
  - Failure to give 30 days notice for foreseeable leave may result in the denial of the taking of FMLA leave until at least 30 days after the date the employee provides notice.\*
- **REQUIRED CERTIFICATION**
  - Eligible employees shall provide the superintendent certification of a serious health condition for his/her own serious health condition or that of a family member. The certification, to be signed by the health care provider,\* shall be attached to the required written notice or submitted in a timely manner which shall be no more than three (3) working days after providing written notice. No leave period may begin without the approval of the superintendent. No approval

shall be granted by the superintendent without the required written notice and certificate.

- The certification is to include the following:
  - The date on which the serious health condition in question began.
  - The probable duration of the condition.
  - Appropriate medical facts regarding the condition.
  - A statement that the employee is needed to care for a spouse, parent or child (along with estimate of the time required) or that the employee is unable to perform his/her functions, and, in the case of intermittent leave, the duration of treatment to be given.
  - Signature of health care provider.
- The school district may require that a second opinion be obtained at the school district's expense. The second opinion may not be provided by a health care provider employed by this school district. In the event of conflicting opinions, the school district may pay for a third and final provider to offer a binding decision.
- The school district may require subsequent written recertification on a reasonable basis.
- **EMPLOYMENT BENEFITS PROTECTION**
  - An employee who completes a period of leave and has complied fully with the terms of this policy shall be returned either to the same position he/she had before the taking of leave or to a position which is genuinely equivalent (as compared to a comparable or similar job) in pay, benefits, and other terms and conditions of employment.
  - Taking of leave shall not result in the loss of any previously accrued seniority or employment benefits. Except for health benefits, no other benefits will accrue during the leave period.
  - The school district may exempt from the restoration requirement in paragraph A above a key employee who is in the highest paid 10 percent of this district's workforce within a 75 mile radius of the school facility if restoring the key employee would cause substantial and grievous injury to the classroom and instructional program.\*
  - The school district shall notify the key employee of its intent not to restore him/her at the time of the request for leave or when the determination is made. If the leave has begun, the key employee shall have the option of deciding whether or not to return to work after receiving the notice. An employee who is not restored shall be considered to be on leave for the duration of his/her leave period.\*
  - Health benefits shall continue through an employee's leave period, even for key employees who have been notified that reinstatement will be denied. The school district shall recover health coverage premiums paid for an employee who fails to return from leave except as follows:
    - No recovery will be made from a key employee who has chosen to take or

continue leave after receiving notice of nonreinstatement.

- No recovery will be made from an employee who fails to return from leave if the reason is the continuation, recurrence, or onset of a serious health condition, or something else beyond the employee's control, all of which is subject to the certification requirement in Section II, above.

- PROHIBITED ACTS

This school district shall not interfere with or restrain an eligible employee's right to exercise the provisions of this policy.\*

This policy shall take effect and be in force from and after August 5, 1993. An employee's service prior to this effective date shall be counted in determining whether the employee is eligible for leave.

### **Military Leave (Policy GBRID)**

Mississippi law on the subject of employees called to military service is covered in Mississippi Code 1972, 33-1-21

The law provides that state employees and employees of "any county, municipality or other political subdivision" are entitled to a leave of absence from their respective duties for periods not to exceed 15 days without loss of pay, time, annual leave or efficiency rating when ordered to military duty.

Districts do not have to pay such employees after the 15-day absence, but all other benefits are to remain intact until the employee "is relieved from duty."

Employees released from military service have 90 days to apply for reemployment and cannot be discharged "without cause" within one year after reinstatement to their school district positions. The law adds that reemployment protection is not extended to employees dishonorably discharged from military service.

If the time of call to active duty is optional for the employee, this school district expects that the employee choose a time for reporting to active duty that is least disruptive to the district.

This district shall comply with the Uniformed Services Employment And Reemployment Rights Act of 1994 ("USERRA") which, among other things, removes the distinction between active service personnel and reserve personnel from the employer's perspective. Further, the Act prohibits an employer from denying "initial employment, reemployment, retention in employment, promotion, or any benefit of employment" to a person who is a member of or applies to be a member of the uniformed services, or who is performing, has performed, or has applied to perform services in a uniformed service.



### **Drug Free Schools and Workplace (Policy GBRL)**

The use, possession, or presence of illegal drugs by school employees is prohibited, while on the job or on school property. Employees shall not use or possess alcoholic beverages during regular or extended work hours or while on school property. No employee shall report to work while under the influence of drugs or alcohol. Employees who violate these policies will be subject to disciplinary action, including possible termination of employment.

### **Evaluation of Classified Employees (Policy GDI)**

The development of a strong, competent classified staff of employees, and the maintenance of high morale among this staff, are major objectives of the school board. The board recognizes that thorough, regular appraisal of performance is essential to the realization of district goals. The primary purpose of personnel evaluation is the growth and development of individual staff members, the strengthening of the school staff as a whole, and improvement of support services provided.