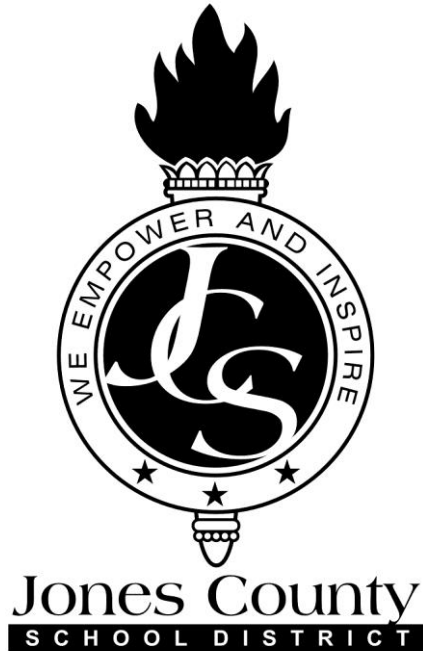


Jones County School District



Personnel Handbook 2017-2018

Thomas D. Parker
Superintendent of Education
5204 Hwy. 11 North
Ellisville, MS 39437
(601) 649-5201

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Jones County School District

ADMINISTRATION

Thomas D. Parker **Superintendent**
B.S., University of Southern Mississippi; M. Ed., University of Southern Mississippi

Superintendent's Office
5204 Highway 11 North
Ellisville, MS 39437
Telephone: (601) 649-5201
Fax: (601) 649-1613

BOARD OF EDUCATION

Ronnie Herrington	-----	District I
Jerry O. Terry, Jr.	-----	District II
Randy Norwood	-----	District III
Dan Ashley	-----	District IV
Lester Boyles	-----	District V
Risher G. Caves	-----	Attorney

Directory of Locations

<u>Location</u>	<u>Address</u>	<u>Phone</u>	<u>Fax</u>
East Jones Elementary (K – 6)	108 Northeast Drive Laurel, MS 39443	601.425.9799	601.425.9118
Glade Elementary (K – 6)	990 Hwy 15 South Laurel, MS 39443	601.428.4265	601.425.5690
Moselle Elementary (K – 6)	P.O. Box 249 168 Rayner Road Moselle, MS 39459	601.582.7586	601.582.7587
North Jones Elementary (K – 6)	650 Trace Road Laurel, MS 39443	601.426.6632	601.426.7668
South Jones Elementary (K – 6)	27 Warrior Road Ellisville, MS 39437	601.477.8008 (K – 3) 601.477.3577 (4 – 6)	601.477.8855 (K – 3) 601.477.2700 (4 – 6)
West Jones Elementary (K – 6)	5652 Hwy 84 West Laurel, MS 39443	601.763.4850	601.763.4853
Northeast Jones High (9 - 12) Northeast Middle (7 – 8)	68 Northeast Drive Laurel, MS 39443	601.425.2347(High) 601.426.0996 (Middle)	601.649.1736 (High) 601.649.8011 (Middle)
South Jones Academy (7)	301 N. Deason Street Ellisville, MS 39437	601.477.2375	601.477.2506
South Jones High (10 – 12) South Jones Middle (8 – 9)	313 Anderson Street Ellisville, MS 39437	601.477.8451 (High) 601.477.8451 (Middle)	601.477.3505 (High) 601.477.8919 (Middle)
West Jones High (9 - 12) West Jones Middle (7 – 8)	254 Springhill Road Laurel, MS 39443	601.729.8144 (High & Middle)	601.729.8148 (High) 601.729.2819 (Middle)
Career & Technical Education Center	2409 Moose Drive Laurel, MS 39440	601.425.2378	601.425.2349
Jones County Learning Center	26 Calhoun Cemetery Road Laurel, MS 39443	601.428.8800	601.428.8090
JCS Maintenance Dept.	5223 Hwy 84 West Laurel, MS 39443	601.649.7252	601.649.7262
JCS Transportation Dept.	711 Hillcrest Drive Laurel, MS 39440	601.426.9714	601.425.1863

<u>Superintendent's Office Directory</u>		
	5204 Highway 11 North Ellisville, MS 39437	
	601.649.5201	
<u>Contact Person</u>	<u>Specialized Area</u>	<u>Email Address</u>
Thomas D. Parker	Superintendent of Education	tdparker@jones.k12.ms.us
Pam Austin	School Board Secretary	phaustin@jones.k12.ms.us
Rita West	Administrative Assistant	rdwest@jones.k12.ms.us
James Walters	Elementary Operations/Federal Programs	jhwalters@jones.k12.ms.us
Grace Pugh	Federal Programs Bookkeeper	gvpugh@jones.k12.ms.us
Mark Herrington	Discipline Hearings, Placement Testing & Title IX	mlherrington@jones.k12.ms.us
Sharon Grasha	District Test Coordinator; High School Curriculum	spgrasha@jones.k12.ms.us
Michelle Buckley	District Math Coach (K-12)	rmbuckley@jones.k12.ms.us
Missy Bufkin	Elementary Curriculum, Gifted, 504, Response to Intervention	mabufkin@jones.k12.ms.us
Marla Rayner Sumrall	Special Education Operations	mrumrall@jones.k12.ms.us
Tina Wigington	Special Education MSIS & Bookkeeper	atwigington@jones.k12.ms.us
Amanda Langley	Special Education Case Manager	ablangley@jones.k12.ms.us
Patrick Robinson	Technology	pkrobinson@jones.k12.ms.us
Marja Hortman	PowerSchool & MSIS	mjhortman@jones.k12.ms.us
Priscilla Sumrall	PowerSchool & MSIS	pasumrall@jones.k12.ms.us
Adam Ishee	Computer Technician & Software	alishee@jones.k12.ms.us
Justin Canull	Computer Technician & Web Support	jacanull@jones.k12.ms.us
Syble Cook	Computer Technician	smcook@jones.k12.ms.us
Ricky Mitchell	Computer Technician	crmitchell@jones.k12.ms.us
Blane Walters	Computer Technician & Time Clocks	bawalters@jones.k12.ms.us
Sarah Sumrall	Business Operations	sbsumrall@jones.k12.ms.us
Karen Mosley	Office Manager & Personnel	kmmosley@jones.k12.ms.us
Judi McQueen	16th Section, Activity Fund Accounts	jkmcqueen@jones.k12.ms.us
	Payroll, Retirement & Employee Portal	
Melanie Kervin	Employee Benefits & Employee Portal	mhkervin@jones.k12.ms.us
Lori Starnes	Accounts Payable	llstarnes@jones.k12.ms.us
Micah Lindsey	Public Relations & Time Clocks	mwlindsey@jones.k12.ms.us
Rita Maggiore	Fixed Assets & Donations	rcrobinson@jones.k12.ms.us
Eddie Henderson	Purchase Orders, Bids, & Warehouse	edhenderson@jones.k12.ms.us
Lisa Little	Child Nutrition Operations	llittle@jones.k12.ms.us
Brandi Smith	Child Nutrition Bookkeeper	bshinton@jones.k12.ms.us
Terry Graham	Transportation Operations	tbgraham@jones.k12.ms.us
Lance Mauldin	School Maintenance Operations	lsmauldin@jones.k12.ms.us

2017-2018 Jones County Schools Calendar

July 4, 2017	Independence Day Holiday - Central Office Closed
July 24, 2017	200 Day Personnel Return
August 1, 2017	New Teacher Orientation
August 2, 2017	185 & 187 Day Personnel Return
August 2, 3, 4, 2017	Professional Development
August 3, 2017	Open House
August 7, 2017	First Full Day K-12
September 4, 2017	Labor Day Holiday
September 7, 2017	Issue Progress Reports
September 29, 2017	End of 1 st Month - 39 Days
October 9, 2017	Fall Break (Bad Weather Day)
October 10, 2017	Professional Development - Student Holiday (185 Day Personnel <u>DO NOT</u> work)
October 13, 2017	End of 1 st Nine Weeks - 47 Days
October 19, 2017	Issue Report Cards
October 31, 2017	End of 2 nd Month - 20 Days
November 9, 2017	Issue Progress Reports
November 20-24, 2017	Thanksgiving Holidays
November 30, 2017	End of 3 rd Month - 17 Days
December 22, 2017	60% Student Day
December 22, 2017	End of 4 th Month - 16 Days; End of 2 nd Nine Weeks - 45 days;
	End of 1 st Semester - 92 days
December 25 - January 5, 2018	Christmas Holidays
January 8, 2018	Professional Development - Student Holiday (185 Day Personnel <u>DO NOT</u> work)
January 9, 2018	Students' Return
January 11, 2018	Issue Report Cards
January 15, 2018	Dr. Martin Luther King Holiday
January 31, 2018	End of 5 th Month - 16 Days
February 8, 2018	Issue Progress Reports
February 16, 2018	Career Day (TBA)
February 19, 2018	Bad Weather Day
February 20, 2018	Professional Development Day
February 28, 2018	End of 6 th Month - 18 days
March 9, 2018	End of 3 rd Nine Weeks - 41 days
March 12-16, 2018	Spring Break
March 22, 2018	Issue Report Cards
March 29, 2018	End of 7 th Month - 16 Days
March 30, 2018	Good Friday
April 2, 2018	Bad Weather Day
April 6, 2018	Kindergarten Pre-Registration
April 20, 2018	Issue Progress Reports
April 30, 2018	End of 8 th Month - 20 Days
May 14, 15, 16, 2018	Senior Exams
May 22, 23, 24, 2018	Semester Exams (Middle/High Schools Only)
May 18, 2018	Graduation: WJH - 11 a.m.; NEJ - 3 p.m.; SJH - 7 p.m.
May 24, 2018	Students' Last Day & 60% Student Day
May 24, 2018	End of 9 th Month - 18 Days; End of 4 th Nine Weeks
	47 days; End of 2 nd Semester - 88 days
May 25, 2018	Professional Development
May 25, 2018	Last Day for 185 & 187 Day Personnel
May 28, 2018	Memorial Day
June 5, 2018	Last Day for 200 Day Personnel

BAD WEATHER DAYS

October 9, 2017
February 19, 2018
April 2, 2018

NINE WEEK PERIODS

August 7 – October 13	47 Days
October 16 – December 22	45 Days – End of 1 st Semester, 92 Days
January 8 – March 9	41 Days
March 19 – May 24	47 Days – End of 2 nd Semester, 88 Days

STATEWIDE TESTING CALENDAR

Aug. 14 - Sept. 22, 2017	MKAS2 - Kindergarten Readiness Assessment (Pre-Test)
TBD	MS-SPAS2 - MS Career Planning Assessment System, 2nd Edition
Nov. 27 - Dec. 8, 2017	SATP2 - Subject Area Test Program, 2nd Edition
Nov. 27 - Dec. 15, 2017	MAP - English II & Algebra
Jan. 29 - March 9, 2018	NAEP - NAEP Assessment
Feb. 27, 2018	ACT - American College Test - Paper
Feb. 27, 2018 - March 13, 2018	ACT - American College Test - Online
March 1 - April 13, 2018	ELPT - LAS Links - English Language Proficiency Test
March 19 - May 11, 2018	MAP-A - MS Assessment Program, Alternate for ELA & Math
March 19 - May 11, 2018	MAP-A - MS Assessment Program, Alternate for Science
March 20, 2018	ACT - American College Test Online
TBD	MS-CPAS2 - Performance-Based Assessment
TBD	MS-CPAS2 - National Certifications Testing
TBD	MS-CPAS2 - MS Career Planning Assessment System, 2nd Edition
April 9 - May 18, 2018	MKAS2 - K-Readiness Assessment (Post Test)
April 16 - April 24, 2018	3rd Grade MAP ELA-LBPA
April 16 - May 18, 2018	MAP - MS Assessment Program for ELA & Math
May 8, 2018	ACT - American College Test (Make-up)
April 23 - May 11, 2018	MST2 - MS Science Test, 2nd Edition
April 23 - May 11, 2018	SATP2 - Subject Area Test Program, 2nd Edition
May 14 - May 18, 2018	MKAS2 - Grade 3 Reading Summative - Alternate
June 25 - Aug. 3, 2018	MKAS2 - Grade 3 Reading Summative - Alternate

MISSION STATEMENT

Jones County School District partners with our community to educate, inspire, and empower all students to be college and career ready.

PERSONNEL GOALS AND OBJECTIVES

The excellence of the entire staff determines the success of a quality educational experience for the youth of the district. The board is interested in its personnel as individuals and recognizes its responsibility for promoting the general welfare of the staff.

The board's specific personnel goals are as follows:

1. To employ the best available personnel to staff the school system;
2. To provide attractive compensation and benefits for staff welfare;
3. To develop and implement personnel evaluations which will contribute to the improvement of staff capabilities and the learning program;
4. To provide an in-service training program for all employees to improve the educational program and aid each staff member's career aspirations;
5. To assign personnel to ensure they are utilized as effectively as possible;
6. To develop a climate which will produce the highest staff performance, morale and satisfaction.

NOTICE OF NONDISCRIMINATION

The Jones County School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Mark Herrington
5204 Highway 11 North
Ellisville, MS 39437
(601) 649-5201

If you have further questions or concerns, you may contact:

United States Department of Education
Office for Civil Rights
1999 Bryan Street, Suite 1620
Dallas, Texas 75201-6810
OCR 305
#214-661-9600

PERSONNEL POSITIONS

All teaching and support positions in the district's schools are established initially by this school board, or by the Mississippi School Laws, or by regulations of the State Board of Education, or by a combination thereof.

The board shall establish all administrative and supervisory positions in the school district.

The board shall approve the broad purpose and function of the position as recommended by the superintendent and delegate to him the responsibility of developing a job description covering the qualifications, duties and other details pertinent to the position.

It is the intent of this board to activate such 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. The board will approve statements 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 staff's operations.

Although positions may remain temporarily unfilled, only the board may abolish a position. **LEGAL REF.: Mississippi Code, S37-7-301 (p)**

AT-WILL EMPLOYMENT

All employees other than professional employees entering into a contract of employment with Mississippi Public School Districts shall be considered at-will employees. Professional employees shall include assistant superintendents, principals, and licensed employees. The personnel handbook is not and should not be construed as an expressed or implied contract of employment. At-will employees may have employment terminated for egregious offenses or for repeated violations, which may be preceded, by verbal and written warnings and/or suspensions of employment.

PERSONNEL HIRING

This school board has the power and authority to select all school district personnel in the manner provided by law S37-7-301.

All recommendations will be made based on the following procedures:

1. All new hires (licensed and non-licensed employees) must have a state child abuse registry check and criminal background check via fingerprint card.
2. The cost of the background check may be charged to the applicant.
3. Information obtained via these checks is for employment use only and

- cannot be disseminated.
4. 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 or lust or aggravated assault.
 5. Any employment agreement for a new hire executed by the Superintendent and the School Board shall be voidable if the new hire receives a disqualifying criminal record.
 6. The school board may, at its discretion, waive any convictions and hire an applicant with a criminal record. The decision shall be based on:
 - A. Age at commission of crime.
 - B. Circumstances surrounding the crime.
 - C. Length of time and criminal history since the crime.
 - D. Work history, character, and current employment.
 - E. Other evidence demonstrating the ability of the person to perform the job.
 - F. The applicant does not pose a threat to the health or safety of the school children.
 7. Neither the school district or a school district employee may be held liable in an employment discrimination suit involving this statute.
 8. All employees are subject to e-verification with the federal government.

It shall be illegal for any superintendent, administrative superintendent, principal, or other licensed employee to be elected by the school board if such superintendent, administrative 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, administrative 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. S37-9-21 (1987)

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 non-instructional 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.

When the licensed employees in the school district have been elected as provided in the preceding paragraph, the superintendent of the district shall enter into a contract with such licensed employees in the manner provided in this chapter. S37-9-17, S37-9-105 **LEGAL REF.: Mississippi Code, as cited above**

PERSONNEL ASSIGNMENT

The superintendent of schools shall have the power and authority to make assignments of all employees as provided in Sections 37-9-15 and 37-9-17 and to make reassignments of such employees from time to time to any area in which said employee has a valid certificate issued by the State Department of Education; provided, however, that upon request from the employee so transferred, such assignments shall be subject to review by the school board, S37-9-14 (s) (1987)

The Contract of Employment with Mississippi Public School Districts for Assistant Superintendent, Principal and Certificated Employee contains provisions that the employee agrees to reassignment during the school term to any area for which a valid license is held.

LEGAL REF.: Mississippi Code, as cited above

PERSONNEL DRESS AND GROOMING

The Jones County School District recognizes the individual rights and privileges of each employee and substitute.

Inappropriate clothing, paraphernalia, grooming, jewelry accessories, or body adornments that are in any way disruptive or potentially disruptive are prohibited to the learning environment. Principals and other administrative supervisors are delegated the authority and bear the responsibility for ensuring compliance with this mandatory policy.

Current school identification badges must be worn by all employees while at work or on school related duties.

GENERAL POLICY REGULATIONS:

1. All personnel shall be appropriately groomed at school and at any school sponsored activity. Extreme or unusual grooming will not be condoned.
2. Skirts and walking shorts will be permitted with an appropriate length of two (2) inches above the top of the knee cap.
3. Male faculty members are encouraged to wear a tie
4. Well-kept loose fitting jeans will be permitted. No jeans with holes, tears, patches or rips will be permitted.
5. Footless tights or leggings will be permitted only under the appropriate length skirt or dress. The appropriate length is considered to be five (5) inches above the top of the knee cap.
6. Earrings must be worn in the ear(s) only. No other body piercings with rings or other jewelry is permitted. No tongue studs will be allowed. For example, visible body piercing, including the wearing of rings in the nose, eyebrows, tongue or lips, is prohibited.
7. Visible tattoos are not permitted.
8. Unusual grooming or dress type which could disrupt proper classroom atmosphere or functions will not be condoned (**e.g. painted hair, sagging pants, hip huggers, lace-up jeans, or shorts, etc.**)

The following items will not be acceptable:

- Garments that expose the midriff
- Tank tops or shirts without a blouse or cover-up
- Backless or low cut dress
- Bicycle shorts
- Spandex type clothing
- Shower shoes
- Sweat pants, pajama pants or jogging suits
- Male faculty members will not be permitted to wear T-shirts without collars. However, shirts with banded collars will be permitted.
- Coaching shorts or other athletic attire will not be worn during the classroom instructional time
- Hats, caps, toboggans, sweatbands, and scarves on the head will not be allowed to be worn inside the building
- Indecent clothing, clothing with slogans and/or advertising that may be detrimental to a wholesome school atmosphere, or garments that have slogans or advertisements for alcoholic or tobacco products

UNIFORM POLICY

Jones County School District provides uniforms for particular departments within district. Employees who are provided uniforms are required to wear them daily. The selected uniform company has negotiated the price and agreement of payment for the uniforms to be made by Jones County School District. Upon separation of employment, all uniforms must be returned as part of the exit process. If they are not returned, Jones County School District will deduct the cost of the uniforms from the final pay due to the employee.

STAFF/STUDENT CONDUCT/CONTACT

Staff members shall regard each student as an individual. The staff shall aid each student in his learning, consistent with consideration. Any use of derogatory remarks directed toward students by staff members shall be prohibited.

Each student is urged to regard staff members as people with specific knowledge and capabilities. No student shall have the right, nor be allowed, to interfere with the efforts of the instructional staff to implement a learning program. Nor shall a student have the right, nor be allowed, to interfere with the learning of other students.

Violation of the provisions of this policy shall result in appropriate disciplinary action.

LEGAL REF.: Mississippi Code, 37-11-20

If any person eighteen (18) years or older who is employed by any public or private school district 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, 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. **LEGAL REF.: Mississippi Code, 97-5-24**

STAFF/STUDENT COMMUNICATIONS

All communications between student and district staff should be conducted with professionalism and consideration of proper staff/student relationships.

District staff shall not communicate with students through the use of text messaging and social networking web sites. Teachers may communicate with the students they instruct through the use of the district's e-mail system. No communication with students outside the district's e-mail system is allowed. All allowed e-mail communications should only relate to legitimate instructional assignments.

Any unauthorized communication methods between district staff and students should not be deemed as confidential. Any violations of these regulations concerning staff and student communication will result in disciplinary action including dismissal.

BULLYING POLICY

The Jones County School District does not condone and will not tolerate bullying or harassing behavior. Bullying or harassing behavior is any pattern of gestures or written, electronic or verbal communications, or any physical act or any threatening communication, or any act reasonably perceived as being motivated by any actual or perceived differentiating characteristic that (a) places a student or school employee in actual and reasonable fear of harm to his or her person or damage to his or her property, or (b) creates or is certain to create a hostile environment by substantially interfering with or impairing a student's educational performance, opportunities or benefits. A "hostile environment" means that the victim subjectively views the conduct as bullying or harassing behavior and the conduct is objectively severe or pervasive enough that a reasonable person would agree that it is bullying or harassing behavior. Bullying or harassing behavior will not be condoned or tolerated when it takes place on school property, at any school-sponsored function, or on a school bus, or when it takes place off school property when such conduct, in the determination of the school superintendent or principal, renders the offending person's presence in the classroom a disruption to the educational environment of the school or a detriment to the best interest and welfare of the pupils and teacher of such class as a whole.

The Jones County School District will make every reasonable effort to ensure that no student or school employee is subjected to bullying or harassing behavior by other school employees or students. Likewise, the district will make every reasonable effort to ensure that no person engages in any act of reprisal or retaliation against a victim, witness or a person with reliable information about an act of bullying or harassing behavior. The district encourages anyone who has witnessed or has reliable information that a student or school employee has been subject to any act of bullying or harassing behavior to report the incident to the appropriate school official.

The school board directs the superintendent or designee to design and implement procedures for reporting, investigating, and addressing bullying and harassing behavior. The procedures should be appropriately placed in district personnel policy handbooks, school handbooks that include discipline policies and procedures, and any other policy or procedure that deals with student or employee behavior. The discipline policies and procedures must recognize the fundamental right of every student to take "reasonable actions as may be necessary to defend himself or herself from an attack by another student who has evidenced menacing or threatening behavior through bullying or harassing. Furthermore, the Jones County School District defines "reasonable action" as promptly reporting the behavior to a teacher, principal, counselor, or other school employee when subjected to bullying or harassing behavior.

SEXUAL HARASSMENT

Sexual harassment in any form will not be tolerated. Any incident of sexual harassment should be immediately reported to the immediate supervisor of the employee or the Assistant Superintendent for the conduct of an investigation.

Any teacher, counselor or administrator receiving a report, verbally or in writing, from any student regarding sexual harassment in the educational setting must forward that report to the building principal or the Assistant Superintendent immediately.

All employees permitting or engaging in sexual harassment of students or other district employees will be subject to disciplinary action up to and including dismissal.

Any employee receiving a complaint of sexual harassment from a student and does not promptly forward the complaint to the principal or the assistant superintendent shall be disciplined appropriately.

STAFF COMPLAINTS AND GRIEVANCES

The board believes it is most important to settle differences that may arise among employees, between employees and administrators, and between the public and teachers as promptly and equitably as possible. Resolution of problems should take place at the lowest possible administrative level and in a manner which will assure employees that review of complaints and grievances will be handled without fear of reprisals.

Purpose

The purpose of this procedure is to secure at the first possible administrative level, an equitable solution to any grievance.

Definitions

The following definitions shall apply in this grievance procedure:

1. A "grievance" is a complaint by an individual based upon an alleged violation of a person's rights under state or federal law or board policy. A grievance may also be a disagreement as to the disciplinary action taken by a principal or immediate supervisor against an employee.
2. A "grievant" is a person or persons making the complaint.
3. The term "days" shall mean working school days and shall exclude weekends, holidays or vacation days.

Procedure for Processing Grievances

Grievances shall be processed in accordance with the following procedures:

Level One

1. All grievances, as defined in No. 1 above, must be presented orally to the principal or immediate supervisor of the grievant within five (5) days of the act or omission complained of, and the principal or immediate supervisor and the 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 or immediate supervisor, the grievant shall, within five (5) days after meeting with his principal or immediate supervisor, submit in detailed writing to the principal or immediate supervisor 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 allegedly violated. The statement must be signed by the grievant.
3. In the event the grievant does not submit to his/her principal or immediate supervisor a written statement as required, his/her failure to do so shall be deemed as an acceptance of the informal decision rendered by his/her principal or immediate supervisor.
4. The principal or immediate supervisor shall render his/her decision in writing within five (5) days of receiving written complaint from grievant.
5. If the grievant disagrees with the principal or immediate supervisor's decision, he/she must submit, in detailed writing, a request to appeal to the superintendent within five (5) days of receipt of the decision of the principal or immediate supervisor.

Level Two

1. Upon receipt by the superintendent of the written notice that the grievant intends to appeal the decision of his principal or immediate supervisor, the superintendent shall notify the grievant of the date and time 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 or immediate supervisor.
2. The written statement submitted by the grievant to his principal or immediate supervisor in Level 1 shall form the basis for the grievance before the superintendent. The grievant shall submit any and all additional information on his behalf which he desires to the superintendent in writing no 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 written decision rendered by his principal or immediate supervisor at Level 1.
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 superintendent to be transmitted to the Board of Education.

2. If the grievance is not filed with the superintendent 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 superintendent, in concert with the Board president shall schedule a hearing before the board on the grievance.
4. The written statement submitted by the grievant to his principal or immediate supervisor in Level 1 plus any additional information submitted to the superintendent shall form the basis for the grievance before the board. The grievant shall submit any and all additional information on his behalf which he desires to the board in writing no later than five (5) days prior to the date upon which the matter is scheduled for hearing by the board.
5. The board shall render its decision within seven (7) days of the hearing.

STAFF PROTECTION

If any parent, guardian or other person, shall insult or abuse any superintendent, principal, teacher, or bus driver, during the session of the school in the presence of school pupils, such person shall be guilty of a misdemeanor. S37-11-21

If any person shall willfully disturb any session of the public school or any public school meeting, such person shall be guilty of a misdemeanor. S37-11-23

The governing authorities of the district may, at its discretion, investigate and provide legal counsel for the defense or any claim, demand or action, whether civil or criminal, made or brought against any school district employee as a result of his actions while acting in his official capacity. **LEGAL REF.: Mississippi Code, as cited above.**

RECEIVING LAW ENFORCEMENT RECORDS

Section 43-21-255 requires school employees who receive law enforcement records of youth court children after written request to submit to the sender a signed statement acknowledging his or her duty to maintain the confidentiality of the records.

STAFF CONFLICT OF INTEREST

The following definitions apply in this article unless the context otherwise requires:

- (a) "Authority" means any component unit of a governmental entity.
- (b) "Benefit" means any gain or advantage to the beneficiary, including any gain or advantage to a third person pursuant to the desire or consent of the beneficiary.

(c) "Business" means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, holding company, self-employed individual, joint stock company, receivership, trust or other legal entity or undertaking organized for economic gain, a nonprofit corporation or other such entity, association or organization receiving public funds.

(d) "Business with which he is associated" means any business of which a public servant or his relative is an officer, director, owner, partner, employee or is a holder of more than ten percent (10%) of the fair market value or from which he or his relative derives more than One Thousand Dollars (\$1,000.00) in annual income or over which such public servant or his relative exercises control.

(e) "Compensation" means money or thing of value received, or to be received, from any person for services rendered.

(f) "Contract" means:

(i) Any agreement to which the government is a party; or

(ii) Any agreement on behalf of the government which involves the payment of public funds.

(g) "Government" means the state and all political entities thereof, both collectively and separately, including but not limited to:

(i) Counties;

(ii) Municipalities:

(iii) All school districts;

(iv) All courts; and

(v) Any department, agency, board, commission, institution, instrumentality, or legislative or administrative body of the state, counties or municipalities created by statute, ordinance or executive order including all units that expend public funds.

(h) "Governmental entity" means the state, a county, a municipality or any other separate political subdivision authorized by law to exercise a part of the sovereign power of the state.

(i) "Income" means money or thing of value received, or to be received, from any source derived, including but not limited to, any salary, wage, advance, payment, dividend, interest, rent, forgiveness of debt, fee, royalty, commission or any combination thereof.

(j) "Intellectual property" means any formula, pattern, compilation, program, device, method, technique or process created primarily as a result of the research effort of an employee or employees of an institution of higher learning of the State of Mississippi.

(k) "Material financial interest" means a personal and pecuniary interest, direct or indirect, accruing to a public servant or spouse, either individually or in combination with each other. Notwithstanding the foregoing, the following shall not be deemed to be a material financial interest with respect to a business with which a public servant may be associated:

(i) Ownership of any interest of less than ten percent (10%) in a business where the aggregate annual net income to the public servant therefrom is less than One Thousand Dollars (\$1,000.00);

(ii) Ownership of any interest of less than two percent (2%) in a business where the aggregate annual net income to the public servant therefrom is less than Five Thousand Dollars (\$5,000.00);

(iii) The income as an employee of a relative if neither the public servant or relative is an officer, director or partner in the business and any ownership interest would not be deemed material pursuant to subparagraph (i) or (ii) herein; or

(iv) The income of the spouse of a public servant when such spouse is a contractor, subcontractor or vendor with the governmental entity that employs the public servant and the public servant exercises no control, direct or indirect, over the contract between the spouse and such governmental entity.

(l) "Pecuniary benefit" means benefit in the form of money, property, commercial interests or anything else the primary significance of which is economic gain. Expenses associated with social occasions afforded public servants shall not be deemed a pecuniary benefit.

(m) "Person" means any individual, firm, business, corporation, association, partnership, union or other legal entity, and where appropriate a governmental entity.

(n) "Property" means all real or personal property.

(o) "Public funds" means money belonging to the government.

(p) "Public servant" means:

(i) Any elected or appointed official of the government;

(ii) Any officer, director, commissioner, supervisor, chief, head, agent or employee of the government or any agency thereof, or of any public entity created by or under the laws of the state of Mississippi or created by an agency or governmental entity thereof, any of which is funded by public funds or which expends, authorizes or recommends the use of public funds; or

(iii) Any individual who receives a salary, per diem or expenses paid in whole or in part out of funds authorized to be expended by the government.

(q) "Relative" means the spouse, child or parent.

(r) "Securities" means stocks, bonds, notes, convertible debentures, warrants, evidences of debts or property or other such documents.

(1) No public servant 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 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, services or property 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.

LEGAL REF.: S25-4-103, S25-4-105 Mississippi Code,

STAFF PARTICIPATION IN COMMUNITY ACTIVITIES

The staff shall be encouraged to take an active part in the affairs of the district. The staff member as a citizen of the district has a direct relationship with the degree of understanding and good will flowing from the community to the schools.

STAFF PARTICIPATION IN BOOSTER CLUBS, PTA'S, PTO'S

Jones County School District employees shall not hold the office of president or treasurer of any Jones County School booster club, parent teacher association, or parent teacher organization.

POLITICAL ACTIVITY OF STAFF MEMBERS

The board recognizes and encourages the right of its employees, as citizens, to engage in activities, which exemplify good citizenship. However, school property and school time shall not be used for political purposes.

SOLICITATIONS - STAFF MEMBERS

No organization may solicit funds from employees or students or may distribute flyers related to fund drives through the schools without the approval of the superintendent.

Any fund raising activity that results in the disruption of the instructional program or interruption of classroom work shall have prior approval of the superintendent.

CROSS REF.: JKA

GIFTS - STAFF MEMBERS

Pupils, parents, and other patrons of the district are discouraged from the presentation of gifts to teachers and other district employees. Gifts to teachers by pupils, or to pupils by teachers at classroom parties in observance of holidays, shall be discouraged. Any preferential or inappropriate treatment of a student by a staff member as a result of the receipt of a gift shall result in appropriate disciplinary action including termination.

COLLECTION OF MONIES BY STAFF MEMBERS

Any staff member who collects monies from any student or parent/guardian shall comply with district policies and procedures concerning the collection of money. Any staff member who does not comply shall be subject to disciplinary action including termination.

PERSONNEL RECORDS

It is the responsibility of the employee to update or modify personal information due to a change in family status, address, beneficiary, tax withholdings, insurance and/or marriage status. The superintendent shall develop and implement a comprehensive system of personnel records to include the following:

1. A personnel folder for each employee, licensed and classified, is to be maintained in perpetuity in the district administration office. Each folder shall contain the application for employment and references of the employee as well as information relative to compensation, payroll deductions, evaluations, background checks, and other pertinent material. The personnel file maintained in the district administration office shall be the official personnel file of the employee.
S37-9-14(k) Mississippi Code.
2. Performance ratings shall be considered confidential.
3. Personnel folders shall not be open for public inspection.
4. Each employee shall have the right, upon written request, to review his own personnel file and receive copies except for confidential references.
5. Protected health information, as defined by the Health Insurance Portability and Accountability Act of 1996 shall be subject to the following “Notice of Privacy Practices”.

Notice of Privacy Practices:

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAYBE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The Jones County School District is required by law to maintain the privacy of your health information and to provide you with notice of its legal duties and privacy practices with respect to your health information.

- I. How the district may Use or Disclose Your Health Information:
The district may receive health information from you. The district protects the privacy of your health information. The law permits the district to disclose your health information for the following purposes:
 1. The district may disclose health information to the health plan sponsor or other claims purposes.
 2. The district may disclose health information as necessary to comply with worker’s compensation laws or claims.
 3. The district may disclose health information to you.
 4. The district may disclose health information to appropriate persons for public safety in order to prevent or lessen a serious or imminent threat to the health or safety of a particular person or the general public.
 5. The district may disclose health information in the course of a legal or judicial proceedings.

- II. When the District May Not Use or Disclose Your Health Information:
Except as described in this Notice of Privacy Practices, the district will not use or disclose your health information without your written authorization. If you do authorize the district to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time.

- III. Your Health Information Rights:
You have the right to request restriction on certain uses and disclosures of

your health information. The district is not required to agree to the restriction that you requested.

You have the right to inspect and copy your health information.

You have the right to request that the district amend your health information that is incorrect and incomplete.

You have a right to receive an accounting of disclosures of your health information made by the district, except that the district does not have to account for disclosures described in part 1 (Health Plan Sponsors), part 2 (Worker's Compensation), and part 3 (Health Information Provided to You).

You have a right to a paper copy of this Notice of Privacy Practices.

IV. Changes to Notice of Privacy Practices

The district reserves the right to amend this Notice of Privacy Practices at any time in the future, and to make the new provisions effective for all information that it maintains, including information that was received prior to the date of such amendment. Until such amendment is made, the district is required by law to comply with this Notice.

Personnel records shall be exempt from the provisions of the Mississippi Public Records Act of 1983. **LEGAL REF.: Mississippi Code, S37-9-14 (q) (1987), 37-9-16 (k) (1987), 25-1-100 (l) (1983), 37-7-301 (l) (1987)**

PERSONNEL ETHICS

The services of men and women of integrity, high ideals, and human understanding are basic to an effective educational program. To maintain and promote these essential qualities, all employees of the district shall maintain high standards in their school relationships.

STATE BOARD POLICY

Mississippi Educator Code of Ethics and Standards of Conduct

Each educator, upon entering the teaching profession, assumes a number of obligations, one of which is to adhere to a set of principles which defines professional conduct. These principles are reflected in the following code of ethics which sets forth to the education profession and the public it serves standards of professional conduct and procedures for implementation.

This code shall apply to all persons licensed according to the rules established by the Mississippi State Board of Education and protects the health, safety and general welfare of students and educators.

Ethical conduct is any conduct which promotes the health, safety, welfare, discipline and morals of students and colleagues.

Unethical conduct is any conduct that impairs the license holder's ability to function in his/her employment position or a pattern of behavior that is detrimental to the health, safety, welfare, discipline, or morals of students and colleagues.

Any educator or administrator license may be revoked or suspended for engaging in unethical conduct relating to an educator/student relationship (Standard 4). Superintendents shall report to the Mississippi Department of Education license holders who engage in unethical conduct relating to an educator/student relationship (Standard 4).

Code of Ethics Standards

Standard 1: Professional Conduct

An educator should demonstrate conduct that follows generally recognized professional standards.

1.1. Ethical conduct includes, but is not limited to, the following:

1. Encouraging and supporting colleagues in developing and maintaining high standards
2. Respecting fellow educators and participating in the development of a professional teaching environment
3. Engaging in a variety of individual and collaborative learning experiences essential to professional development designed to promote student learning
4. Providing professional education services in a nondiscriminatory manner
5. Maintaining competence regarding skills, knowledge, and dispositions relating to his/her organizational position, subject matter and pedagogical practices
6. Maintaining a professional relationship with parents of students and establish appropriate communication related to the welfare of their children

1.2. Unethical conduct includes, but is not limited to, the following:

1. Harassment of colleagues
2. Misuse or mismanagement of tests or test materials
3. Inappropriate language on school grounds or any school-related activity
4. Physical altercations
5. Failure to provide appropriate supervision of students and reasonable disciplinary actions

Standard 2. Trustworthiness

An educator should exemplify honesty and integrity in the course of professional practice and does not knowingly engage in deceptive practices regarding official policies of the school district or educational institution.

2.1. Ethical conduct includes, but is not limited to, the following:

1. Properly representing facts concerning an educational matter in direct or indirect public expression
2. Advocating for fair and equitable opportunities for all children
3. Embodying for students the characteristics of honesty, diplomacy, tact, and fairness.

2.2. Unethical conduct includes, but is not limited to, the following:

1. Falsifying, misrepresenting, omitting, or erroneously reporting any of the following:
 1. employment history, professional qualifications, criminal history, certification/recertification
 2. information submitted to local, state, federal, and/or other governmental agencies
 3. information regarding the evaluation of students and/or personnel
 4. reasons for absences or leave
 5. information submitted in the course of an official inquiry or investigation
2. Falsifying records or directing or coercing others to do so.

Standard 3. Unlawful Acts

An educator shall abide by federal, state, and local laws and statutes and local school board policies.

3. Unethical conduct includes, but is not limited to, the commission or conviction of a felony or sexual offense. As used herein, conviction includes a finding or verdict of guilty, or a plea of *nolo contendere*, regardless of whether an appeal of the conviction has been sought or situation where first offender treatment without adjudication of guilt pursuant to the charge was granted.

Standard 4. Educator/Student Relationship

An educator should always maintain a professional relationship with all students, both in and outside the classroom.

- 4.1. Ethical conduct includes, but is not limited to, the following:
 1. Fulfilling the roles of mentor and advocate for students in a professional relationship. A professional relationship is one where the educator maintains a position of teacher/student authority while expressing concern, empathy, and encouragement for students
 2. Nurturing the intellectual, physical, emotional, social and civic potential of all students
 3. Providing an environment that does not needlessly expose students to unnecessary embarrassment or disparagement
 4. Creating, supporting, and maintaining a challenging learning environment for all students
- 4.2. Unethical conduct includes, but is not limited to the following:
 1. Committing any act of child abuse
 2. Committing any act of cruelty to children or any act of child endangerment
 3. Committing or soliciting any unlawful sexual act
 4. Engaging in harassing behavior on the basis of race, gender, national origin, religion or disability
 5. Furnishing tobacco, alcohol, or illegal/unauthorized drugs to any student or allowing a student to consume alcohol or illegal/unauthorized drugs
 6. Soliciting, encouraging, participating or initiating inappropriate written, verbal, electronic, physical or romantic relationship with a student.

Examples of these acts may include but not be limited to:

1. sexual jokes
2. sexual remarks

3. sexual kidding or teasing
4. sexual innuendo
5. pressure for dates or sexual favors
6. inappropriate touching, fondling, kissing or grabbing
7. rape
8. threats of physical harm
9. sexual assault
10. electronic communication such as texting
11. invitation to social networking
12. remarks about a student's body
13. consensual sex

Standard 5. Educator Collegial Relationships

An educator should always maintain a professional relationship with colleagues, both in and outside the classroom

5. Unethical conduct includes but is not limited to the following:
 1. Revealing confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law
 2. Harming others by knowingly making false statements about a colleague or the school system
 3. Interfering with a colleague's exercise of political, professional, or citizenship rights and responsibilities
 4. Discriminating against or coercing a colleague on the basis of race, religion, national origin, age, sex, disability or family status
 5. Using coercive means or promise of special treatment in order to influence professional decisions of colleagues

Standard 6. Alcohol, Drug and Tobacco Use or Possession

An educator should refrain from the use of alcohol and/or tobacco during the course of professional practice and should never use illegal or unauthorized drugs

- 6.1. Ethical conduct includes, but is not limited to, the following:
 1. Factually representing the dangers of alcohol, tobacco and illegal drug use and abuse to students during the course of professional practice
- 6.2. Unethical conduct includes, but is not limited to, the following:
 1. Being under the influence of, possessing, using, or consuming illegal or unauthorized drugs
 2. Being on school premises or at a school-related activity involving students while documented as being under the influence of, possessing, or consuming alcoholic beverages. A school-related activity includes but is not limited to, any activity that is sponsored by a school or a school system or any activity designed to enhance the school curriculum such as club trips, etc. which involve students.
 3. Being on school premises or at a school-related activity involving students while documented using tobacco.

Standard 7. Public Funds and Property

An educator shall not knowingly misappropriate divert, or use funds, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

7.1. Ethical conduct includes, but is not limited to, the following:

1. Maximizing the positive effect of school funds through judicious use of said funds
2. Modeling for students and colleagues the responsible use of public property

7.2. Unethical conduct includes, but is not limited to, the following:

1. Knowingly misappropriating, diverting or using funds, personnel, property or equipment committed to his or her charge for personal gain
2. Failing to account for funds collected from students, parents or any school-related function
3. Submitting fraudulent requests for reimbursement of expenses or for pay
4. Co-mingling public or school-related funds with personal funds or checking accounts
5. Using school property without the approval of the local board of education/governing body

Standard 8. Remunerative Conduct

An educator should maintain integrity with students, colleagues, parents, patrons, or businesses when accepting gifts, gratuities, favors, and additional compensation.

8.1. Ethical conduct includes, but is not limited to, the following:

1. Insuring that institutional privileges are not used for personal gain
2. Insuring that school policies or procedures are not impacted by gifts or gratuities from any person or organization

8.2. Unethical conduct includes, but is not limited to, the following:

1. Soliciting students or parents of students to purchase equipment, supplies, or services from the educator or to participate in activities that financially benefit the educator unless approved by the local governing body.
2. Tutoring students assigned to the educator for remuneration unless approved by the local school board
3. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. *(This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents, or other persons or organizations in recognition or appreciation of service)*

Standard 9. Maintenance of Confidentiality

An educator shall comply with state and federal laws and local school board policies relating to confidentiality of student and personnel records, standardized test material, and other information covered by confidentiality agreements.

9.1. Ethical conduct includes, but is not limited to, the following:

1. Keeping in confidence information about students that has been obtained in the course of professional service unless disclosure serves a legitimate purpose or is required by law
2. Maintaining diligently the security of standardized test supplies and resources

9.2. Unethical conduct includes, but is not limited to, the following:

1. Sharing confidential information concerning student academic and disciplinary records, health and medical information family status/income and assessment/testing results unless disclosure is required or permitted by law.
2. Violating confidentiality agreements related to standardized testing including copying or teaching identified test items, publishing or distributing test items or answers, discussing test items, and violating local school board or state directions for the use of tests
3. Violating other confidentiality agreements required by state or local policy

Standard 10. Breach of Contract or Abandonment of Employment

An educator should fulfill all of the terms and obligations detailed in the contract with the local school board or educational agency for the duration of the contract.

10. Unethical conduct includes, but is not limited to, the following:

- Abandoning the contract for professional services without prior release from the contract by the school board
- Refusing to perform services required by the contract.

REIMBURSEMENT OF EXPENSES

Personnel who have first been authorized by the superintendent to travel in the performance of their duties shall be reimbursed their expenses by the school district for such travel as indicated below:

1. Employees will be reimbursed for miles actually and necessarily traveled in the employee's automobile or other private motor vehicle at the rate established by the Federal Government. Effective January 1, 2017 the reimbursable rate per mile was set at \$0.535. Employees are expected by the board to carpool where two (2) or more employees are traveling to the same destination. In such an event only one (1) travel expense allowance at the same 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 private motor vehicle, the employee shall receive as travel expense the actual fare or other expenses incurred in such travel. Travel by airline shall be at the tourist rate unless such space was unavailable. The employee shall certify that tourist accommodations were not available if travel is performed in first class airline accommodations.
3. Employees shall be reimbursed for other 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 Fiscal Management board and rules and regulations adopted by the State Department of Audit.
4. Reimbursing mileage from home to work is not allowed.

Current reimbursements are as follows:

1. Single standard room rate for accommodations;
2. Maximum reimbursement of \$31.00 per day for meals for in-state travel and maximum reimbursement of \$36.00 per day for in-state travel in high cost areas when overnight stay is required;
3. Employees will be reimbursed for miles actually and necessarily traveled in the employee's automobile or other private motor vehicle at the rate established by the Federal Government. Effective January 1, 2017 the reimbursable rate per mile was set at \$0.535.
4. Actual registration fees;
5. Actual fare or other expenses incurred in travel by public carrier;
6. Incidental expenses, parking, etc.

PERSONNEL CONFERENCES AND VISITATIONS

The superintendent may authorize leave for visitations; attendance of personnel at state, regional, and national meetings; workshops; and conferences without pay deduction. The superintendent shall be responsible for judging which absences for leave will be allowed. He shall consider the factors of budget, limitations for employing substitutes, and reimbursement for travel, meals, and lodging. **LEGAL REF.: Mississippi Code, 37-7-307**

In order for any employee to serve as a chaperone on a school sponsored event, the employee must receive permission from the employee's supervisor or school principal and from the supervisor or school principal overseeing the event. The employee must be listed on the field trip request form submitted for approval by the superintendent.

PERSONNEL MILITARY LEAVE

Any employees who shall be members of any of the reserve components of the armed forces of the United States, or former members of the service of the United States discharged or released therefrom under conditions other than dishonorable, shall be entitled to leave of absence from their respective duties, without loss of pay, time, annual leave, or efficiency rating, on all days during which they shall be ordered to duty to participate in training at encampments, field exercises, maneuvers, outdoor target practice, or for other exercises, for periods not to exceed fifteen (15) days, and all such employees shall for such periods in excess of fifteen (15) days, be entitled to leave of absence from their respective duties without loss of time, annual leave, or efficiency rating until relieved from duty, and shall when relieved from such duty, be restored to the positions held by them when ordered to duty, or a position of like seniority, status and pay; provided that such person: (1) when discharged or released from the armed forces shall have received a certificate of satisfactory completion of service, (2) shall be still qualified to perform the duties of such position, (3) shall make application for re-employment within ninety (90) days after such person is relieved from such training and service or released from hospitalization for a period of not more than one (1) year for causes attributable to such services. Any person restored to a position under the above provisions shall not be discharged from such position without cause within (1) year after restoration. **S33-1-21, Mississippi Code**

REPORTING OF LEGAL SUMMONS

It is the responsibility of the employee to contact his/her immediate supervisor if the employee is summoned, subpoenaed, or commanded to appear or testify in a legal matter involving the Jones County School District. This includes appearance in court, depositions, or meeting attorneys or parties concerning a legal matter involving the Jones County School District. Upon receiving such notice, all principals of department directors are to immediately contact the superintendent's office regarding such notice. The superintendent's office will then notify the Jones County School District's legal council regarding the legal matter.

EMPLOYEE PUBLISHING

District employees are encouraged to write and prepare professional material for publication in their areas of expertise. Employees who prepare material on their own time without use of school facilities or equipment are not required to submit such material for review prior to publication. Employees who desire to copyright or patent, and to market, material prepared totally or partially on school time, shall submit a copy of such material to the superintendent for review. The material shall be accompanied by the following information:

1. The names of persons who participated in preparation of the material;
2. The percentage of duty time spent by these persons during preparation;
3. A statement as to whether royalties would be waived in any purchases of the material which might be made by school district;
4. An agreement that the school district could receive part or all of the royalties derived from projects performed by school employees on school time or as part of the employee's job assignment.

The superintendent may authorize the sale of copies of, or reproduction rights to, instructional material prepared by the school district to other school systems, organizations or commercial firms. If the materials so produced are produced for the school district, the district may choose to own the copyright.

SAFETY POLICY STATEMENT

It is the policy of the Jones County School District that every employee is entitled to work under the safest possible conditions. Every reasonable effort will be made to provide and maintain a safe and healthy work place, safe equipment, proper materials, and to establish and insist upon safe methods and work practices at all times.

Accidents injure people, damage equipment, destroy materials, cause needless suffering, destroy property, and change lives.

Our safe school program has been developed for your protection. All safe school rules and regulations are to be considered directive in nature and applicable to all school employees.

It is a basic responsibility of each employee to make safety realization a part of his/her daily concern. Employees are obligated to observe the rules of conduct, safety, and to properly use the safety equipment provided. ***Failure to abide by all safety rules and regulations set forth in the Jones County School District's Workers' Compensation Loss Control Manual may result in***

employment termination. Continued failure to abide by all safety rules and regulations will result in employment termination.

Our employees are a very important asset and their overall safety and health are a top priority to the Jones County School District. The Loss Control Manual is available in the administrator's office at each school.

DRUG FREE WORKPLACE

No employee engaged in work for the Jones County School District shall unlawfully manufacture, distribute, dispense, possess, or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, as defined in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 CFR 1300.11 through 1300.15.

“Workplace” is defined as the site for the performance of work done. That includes any school building or any school premises; any school-owned vehicle or any other school approved vehicle used to transport students to and from school or school activities; off school property during any school sponsored or school-approved activity, event or function, such as field trip or athletic event, where students are under the jurisdiction of the school district.

As a condition of employment for the Jones County School District, each employee shall notify his/her supervisor of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, no later than five (5) days after such conviction.

As a condition of employment in the Jones County School District, each employee shall abide by the terms of the school districts policy respecting a drug-free workplace.

Suspension or dismissal may result in the suspension or revocation of the certificate of a licensed employee. S37-3-2 provides sanctions against employees, including non-renewal, suspension, and termination shall be in accordance with the prescribed school district's administrative regulations and procedures.

LEGAL REF.: Mississippi Code, as cited above

Employees filing workers' compensation claims may be subject to drug testing.

SMOKING AND OTHER USES OF TOBACCO

Jones County School District maintains a tobacco-free workplace in compliance with the Mississippi Adult Tobacco Use on Educational Property Act of 2000. Conditions and terms of this act are as follows:

SEC. 97-32-25. Short title.

This act shall be known and cited as “Mississippi Adult Tobacco Use on Educational Property Act of 2000.”

97-32-27. Definitions

- (1) “Adult” means any natural person at least eighteen (18) years old.
- (2) “Minor” means any natural person under the age of eighteen (18) years.
- (3) “Person” means any natural person.
- (4) “Tobacco product” means any substance that contains tobacco including, but not limited to, cigarettes, cigars, pipes, snuff, smoking tobacco or smokeless tobacco.
- (5) “Educational property” means any public school building or bus, public school campus, grounds, recreational area, athletic field, or other property owned, used or operated by any local school board, school, or directors for the administration of any public educational institution or during a school-related activity; provided, however, that the term “educational property” shall not include any sixteenth section school land or lieu land on which is not located a public school building, public school campus, public school recreational area or public school athletic field. Educational property shall not include property owned or operated by the state institutions of higher learning, the public community and junior colleges, or vocational-technical complexes where only adult students are in attendance.

97-32-29. Use of tobacco by adults on certain educational property prohibited; penalties for violation

No person shall use any tobacco product on any educational property as defined in Section 97-32-27. Any adult who violates this section shall be subject to a fine and shall be liable as follows: (a) for a first conviction, a warning; (b) for a second conviction, a fine of Seventy-five dollars (\$75.00); and (c) for all subsequent convictions, a fine not to exceed One Hundred Fifty Dollars (\$150.00) shall be imposed.

Any adult found in violation of this section shall be issued a citation by a law enforcement officer, which citation shall include notice of the date, time and location for hearing before the justice court having jurisdiction where the violation is alleged to have occurred. For the purposes of this section, “subsequent convictions” are for violations committed on any educational property within the State of Mississippi.

Anyone convicted under this article shall be recorded as being fined for a civil violation of this article and not for violating a criminal statute.

It is the responsibility of all law enforcement officers and law enforcement agencies of this state to ensure that the provisions of this article are enforced.

CRISIS MANAGEMENT

There are many varied crisis situations which can impact the school. The Jones County School District has developed a Crisis Management Plan for each school. This plan is on file at individual schools in the district.

REPORTING OF ILLEGAL ACTS

- (1) Any principal, teacher or other school employee who has knowledge of any unlawful activity which occurred on educational property or during a school related activity or which may have

occurred shall report such activity to the superintendent of the school district or his designee who shall notify the appropriate law enforcement officials as required by this section. In the event of an emergency or if the superintendent or his designee is unavailable, any principal may make a report required under this subsection.

(2) Any superintendent, principal, teacher or other school personnel participating in the making of a required report pursuant to this section or participating in any judicial proceeding resulting therefrom 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.

(3) For purposes of this section, "unlawful activity" means any of the following:

- (a) Possession or use of a deadly weapon, as defined in Section;
- (b) Possession, sale or use of any controlled substance;
- (c) Aggravated assault, as defined in Section 97-3-7;
- (d) Simple assault, as defined in Section 97-3-7, upon any school employee;
- (e) Rape, as defined under Mississippi law;
- (f) Sexual battery, as defined under Mississippi law;
- (g) Murder, as defined under Mississippi law;
- (h) Kidnapping, as defined under Mississippi law; or
- (i) Fondling, touching, handling, etc., a child for lustful purposes, as defined in Section 97-5-23.

S37-11-29, Mississippi Code

PERSONNEL PARTICIPATION IN INVESTIGATIONS

From time to time, it may become necessary to conduct investigations concerning student issues or employee conduct. Employees are expected to fully and truthfully cooperate in any investigation. Failure to fully and truthfully cooperate in an investigation can be grounds for disciplinary action up to and including termination.

COMPUTER AND TECHNOLOGY RESOURCES ACCEPTABLE USE POLICY

General Information

Computers are used to support learning, enhance the school district's instructional program, and enrich the school community. Computer networks and other electronic communication devices allow individuals to interact with many computers along with accessing information. The Internet, a network of networks, allows people to interact with hundreds of thousands of networks and computers from all over the world. It is general policy that all computers used through the school district's electronic communication devices are to be used in a responsible,

efficient, ethical, and legal manner. Failure to adhere to the district policy and guidelines for the use of the district's computer systems, as described below, will result in the revocation of access privileges and/or further disciplinary action including termination.

Prohibited Actions

The following actions using District technology resources are specifically prohibited, but are not limited to:

1. The violation of any state and/or federal laws pertaining to the use of electronic communication;
2. The violation of any state and/or federal laws pertaining to the rights and privileges of students and/or school district employees;
3. The use of profanity, obscenity, lewdness, vulgarity, threat, disrespect, bullying or other inappropriate language in electronic mail or messages;
4. Any attempt to harass, insult, intimidate, or attack others; (cyberbullying)
5. Any attempt to create, download, store, send, or display offensive messages or pictures including, but not limited to pornographic or other sexually explicit material;
6. The access of material that has been deemed inappropriate for school use, i.e., chat rooms, instant messaging systems not provided by the district, copyrighted music for download, etc.;
7. Any attempt to assist in the election or promotion of any person to any office, the opposition to any person for the same, or for any political issue that may arise;
8. Any use that disrupts the educational and/or administrative goals of the Jones County School District;
9. Any use of a District account by anyone but the authorized owner of the account to access the network or any other electronic information or telecommunications services;
10. Any attempt to access the documents, files, folders, or directories of other users;
11. Usage of the network or telecommunications services for commercial promotion, product endorsement, or advertisement;
12. Usage of the network, electronic information, computer-driven software, or telecommunications services for personal use, gain, or convenience;
13. Any attempt to conduct business other than that deemed academic in nature over the network;
14. The reposting or forwarding of communications in confidential information;
15. The reproduction of copyrighted material without explicit permission, i.e., violating federal copyright laws;
16. Any attempt to gain unauthorized access to district system data, destroy software, or interfere with system operation or security;
17. Any attempt to bypass network controls and filters;
18. Any action deemed by the school district, school board, or school administration to be in violation of policy, regulation, or law.

Monitoring of Network Use

All data transferred and/or transmitted over the JCSD network can be monitored and recorded at any time. All data transferred or transmitted over the network can be tracked and identified, and originating users can be held liable if their use of the network violates any established policy, regulation, or law. Any data stored on district-owned equipment may be archived and preserved by the district for an indefinite period. Such data includes, but is not limited to E-mail, text documents, digital photographs, music, and other digital or electronic files. Users acknowledge they have "no expectation of privacy".

School District Ownership

All data transferred over the district network or stored on any district-owned equipment / media is the property of the JCSD. This includes any kind of file, data stream, graphic, document, music, photos, etc. Any personal items placed on district equipment / media become property of the JCSD with possibly no chance of release or recovery.

Use of Personal Computers or Laptops within the District Network

Use of personally owned equipment by students / staff / faculty will be evaluated on a case by case basis. The user must first notify the JCSD of such anticipated use.

Any device that accesses the district network must be approved by the JCSD Technology Department and meet minimum standards with regards to anti-virus and spyware protection prior to use. This includes but is not limited to personal computers, notebooks / laptops, PDA's, music players, Internet capable phones, and other devices.

Devices that have configurations which degrade network capabilities, such as Internet access sharing, proxy servers, routing, or peer to peer networking, must have those configurations disabled prior to connecting to the district network.

Devices found to be in violation of the configuration policy will be banned from district use.

Email

The person to whom an email account or authorized access is issued by school official(s) is responsible for its proper use at all times. This account must not be given or shared with another individual. The account assigned to responsible users is free. However, a responsible user of the system may only keep the account as long as the user is authorized by the Jones County School District as founded by the adherence to this policy.

Use of outside internet email clients such as Yahoo mail, Gmail, and POP3 accounts provided by the user's home internet service provider is allowed at this time. The District does not block use of Internet mail accounts, but any "OFFICIAL" communications, e.g., Teacher to Parent, Teacher to Student, Staff to Staff, must be via the district's jones.k12.ms.us e-mail system. Any communications / correspondence the user conducts as a representative of the Jones County School District must be done using the District's email system.

EMAIL USAGE RETENTION POLICY

The Jones County School District has established guidelines for the use of Email by school employees and students. The purpose of this policy is to establish a retention policy for the storage and review of those messages.

This policy applies to all users who are issued a Jones County School's email account. Those users are defined as but not limited to faculty, staff, students; those working on behalf of the District, and/or individuals authorized temporarily working on the network.

1. Messages sent and received via Jones County School District's email system should not be considered private and users should have no expectation of privacy while using District computers or District provided Email accounts. Email administrators will not read another users email unless necessary in the course of their duties and only then when directed to do so by the Superintendent or Board. (e.g., including investigation, inappropriate contents or as directed by the Superintendent-and will release email as required by an executed subpoena valid in the State of Mississippi)

2. Recognized school district Email accounts shall end in “jones.k12.ms.us”. The use of personal email accounts to conduct school business is prohibited.
3. Retention. Email messages are backed up daily and retained for ninety (90) days. After that time the emails will be deleted and purged. Requests for copies of retained Email messages must come from the user or be approved by the user’s supervisor or his/her designee. The message will then be restored within 2 to 5 days.
4. Email access will end when a user’s employment is terminated with the district or a student graduates or un-enrolls from the Jones County School District.

The intentional abuse of email privileges may result in having your District email account suspended or revoked.

Disclaimer of Liability

Because access to the Internet provides connections to other computer systems located all over the world, users (school district employees, students, and/or community members) must understand that neither the Jones County School District or any participant thereof controls the content of the information available on the Internet or any other electronic communication device. Some of the aforementioned information is controversial and sometimes offensive. Thus, the Jones County School District does not condone or endorse such material. Students, teachers, and community members may have access to materials not considered to be of educational value. The Jones County School District believes that the educational value gained through the use of the Internet system outweighs the possibility that users may obtain materials not consistent with the educational goals of the District. While the Jones County School District limits access to inappropriate materials on the Internet through the use of filtering software, the user should be aware that no filtering system is completely effective in preventing access to all inappropriate material, and that it is the responsibility of the user to follow the above regulations and any district directives.

The JCSD disclaims all liability for the content of material to which a student or staff may have access on the Internet and for any damages suffered as a result of the Internet use. The JCSD makes no guarantee that functions of services provided by its Internet access will be without error or defect. The JCSD shall not be responsible for:

- Any damages a student or staff member may suffer, including, but not limited to, loss of data or interruption of services
- For the accuracy or quality of information obtained from or stored on any of its network or client systems
- Financial obligations arising through the unauthorized use of the systems
- Any actions or obligations of a student or staff member while accessing the Internet outside the public school system for any purpose

While the district takes steps to protect users from inappropriate material, *to educate minors about appropriate online behavior which including interacting with other individuals on social networking sites and in chat rooms and cyberbullying*, makes every attempt to intercept unlawful and malicious actions from affecting users, and makes every effort to safeguard users, no system is perfect. A constant, sincere effort to use the most advanced and wide-ranging appliances and machinery available to prohibit inappropriate materials from entering the JCSD network via the

Internet or email system is a goal of the district. However, there is nothing that can guarantee 100% block of such material. Those risks must be recognized and accepted by users of the JCSD network, as the District shall not be held liable in the event that inappropriate material is accessible.

Failure to adhere to AUP

User operation of the system relies upon guidelines, to which the user must strictly adhere. The user must be aware of and accept the responsibilities for efficient, ethical, and legal utilization of the system. Any student or district staff, including contract services (outside parties), who violate any policy, regulation, or law regarding use of the District network will be identified and corrective and/or punitive actions will be taken in accordance with school district policies. The Jones County School District reserves the right to change these guidelines/procedures at any time

CIPA AND COPPA COMPLIANCE [Children’s Online Privacy Protection Act (COPPA) and the Children’s Internet Protection Act (CIPA)]

The Jones County School District is CIPA and COPPA compliant. This Acceptable Use Policy [AUP] is a legally binding document based on this compliance.

Under the terms of CIPA and COPPA, a user will not disclose, use, disseminate or divulge personal and/or private information about himself/herself, minors or any others including personal identification information, etc. The Jones County School District will not disclose personal information about students on websites—such as full name, home or e-mail address, telephone number, and/or social security number [COPPA].

The user agrees not to access, transmit, or retransmit any materials in furtherance of any illegal act or conspiracy to commit any illegal act in violation of local, state, or federal law or regulations and/or school district policy. Furthermore, the user shall not violate copyrighted material(s), including plagiarism, generate threatening, harassing, obscene, or protected by trade secret, and/or any other material that is inappropriate to minors [COPPA].

The user shall have the responsibility to use computer resources for academic purposes only. Therefore, filtering will be utilized on all computers accessing the Internet [CIPA]. The user should not expect any files stored on a school-based computer to remain private. Authorized staff will periodically inspect folders and logs of network usage will be kept at all times. Should routine review and maintenance of the system indicate that the user has violated policy, school codes, local law, state law, or federal law, the Jones County School District will fully cooperate with the appropriate legal officials in any investigation related to illegal activities conducted through the user’s Internet account. Users should not provide his/her passwords to another person or use another person’s passwords, other than through district level request and/or authorization.

PERSONAL CELL PHONES

Personal cell phones are prohibited during the scheduled work day for all employees, unless prior approval is granted by the immediate supervisor. Employee's usage of cell phones not in accordance with this policy may result in disciplinary action.

ASBESTOS NOTICE

Asbestos containing materials have been detected in many of the school buildings in our district but because of the remote locations or types and the steps taken to manage it, the potential for contact or conformation is very remote.

Certified copies of the initial inspection, the most recent re-inspection, and management plans are available for your review at the superintendent's office and your school.

ASTHMA INHALER, ANAPHYLAXIS MEDICATION, AND/OR INSULIN SUPPLIES

“Schools recognize the importance of students being allowed to carry on their person an asthma inhaler, anaphylaxis medication, and/or insulin supplies. ALL STUDENTS WHO WILL BE CARRYING AN ASTHMA INHALER , ANAPHYLAXIS MEDICATION, AND/OR INSULIN SUPPLIES ON HIS/HER PERSON WILL NEED TO HAVE A “MEDICAL RELEASE FORM FOR ASTHMA INHALER , ANAPHYLAXIS MEDICATION, AND/OR INSULIN SUPPLIES” COMPLETED AND SIGNED BY THE STUDENT'S HEALTH CARE PROVIDER, THE PARENT/LEGAL GUARDIAN AND THE PRINCIPAL. The form states the student has been instructed in and understands the purpose, appropriate method and frequency of use of his/her inhaler, anaphylaxis medication, and/or insulin supplies. Students are to be instructed in the proper disposal methods of all medication and supplies. The school is absolved from any responsibility in safeguarding the student's asthma inhaler, anaphylaxis medication, and/or insulin supplies.

PROFESSIONAL PERSONNEL CONTRACTS

The county superintendent shall enter into a contract with each licensed employee approved by the board. Such contract shall be in the form prescribed by the state board of education and in a manner specified by law. S37-9-23, S37-9-25, S37-9-43, S37-7-301 (p)

LEGAL REF.: Mississippi Code, as cited above.

PROFESSIONAL PERSONNEL LICENSURE

All instructional personnel shall be licensed in accordance with state law and the regulation of the Mississippi State Department of Education. Such license and transcript of credits shall be on file in the office of the superintendent of schools prior to the issuance of the first salary check.

The obtaining and maintaining of proper licenses by instructional personnel shall be the direct responsibility of the employee. The employee is responsible for maintaining all information concerning staff development and continuing education units that may be required for license renewal.

Policies and procedures for the obtaining and renewal of proper licenses shall be in accordance with regulations of the State Board of Education and the Mississippi Department of Education.

PRINCIPALS EVALUATION

All principals will be formally evaluated using the Mississippi Principal Evaluation System (MPES) as approved by Mississippi Department of Education and the school board. The superintendent or his designee will evaluate the supervising principal using the MPES instrument. Supervising principals will evaluate the assistant principals using the MPES instrument. Procedures of the MPES will be followed.

PROFESSIONAL PERSONNEL EVALUATION

The purpose of teacher evaluation shall be to assist teachers in strengthening and developing their professional abilities through an assessment of their strengths and weaknesses.

Formal evaluations shall be made by the principal or other authorized administrative personnel, using evaluation procedures recommended by the Mississippi Department of Education and approved by the school board.

Career teachers will be evaluated using the state adopted evaluation instrument. The Mississippi Statewide Teacher Appraisal Rubric (M-STAR) for each teacher is due in the superintendent's office by the last teaching day in February.

Pre and Post conferences will be conducted with each career teacher. During this conference, an explanation of the M-STAR procedure and instrument will be given to the teacher. The principal shall conduct a Pre and Post conferences with all personnel to review and sign the evaluation form. The signature need not indicate agreement with the results.

In addition, the principal shall visit each teacher's classroom for informal evaluations at least five times each year to offer suggestions, give encouragement, and compliment teachers whose efforts merit such recognition.

All other licensed and non-licensed personnel will be evaluated by their immediate supervisor using the prescribed assessment instrument.

PROFESSIONAL PERSONNEL STAFF DEVELOPMENT

All district personnel have a contractual obligation to participate in the district professional development program. **Licensure renewal options are separate from the required district professional development program.**

PROFESSIONAL PERSONNEL TRANSFER

Transfers of professional or licensed personnel within the district may be affected on a voluntary or involuntary basis. The following procedure shall be followed in making transfers of professional or licensed personnel:

Voluntary

After discussing the desire to transfer with the principal, the staff member must discuss the desire to transfer with the principal of the school to which the employee desires a transfer. If the principals of each school affected by the transfer agree, a request for transfer shall be submitted to the superintendent. Based on the recommendation of both principals, the superintendent will give written notice to the person requesting the transfer as to the action taken. If the transfer is granted, the superintendent shall report the transfer to the board of education.

Involuntary

If an involuntary transfer is in the best interest of the district, in the opinion of the superintendent, the superintendent will discuss the need for the transfer with the immediate supervisor of the person involved and the principal of the school to which the individual would be transferred. The superintendent shall meet with the person involved, giving the reasons why the transfer is desirable. Non-compliance may result in loss of employment for the following year. The superintendent shall report the transfer to the board of education. Upon request from the employee so transferred, such assignments shall be subject to review by the school board.

S37-9-14 Mississippi Code

REDUCTION IN STAFF

The Board of Trustees has the responsibility for providing and maintaining quality schools in the district. In order to carry out its responsibility the board may abolish or combine job positions, 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, salary of employees, and/or reduce the number of employees. When doing so, the board will take into account the following reasons for reduction in force: enrollment, educational programs, and 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.

The board will consider the following factors, not necessarily in the order listed:

1. Criticality of the position to the mission, goals, and objectives of the school district.
2. Area(s) and level(s) of competence indicated by certification.
3. Experience, professional training, and length of service within the district and the work assignment.
4. Quality of performance including character, teaching capacity, and/or executive ability.
5. Skills in areas where the district has instructional and/or supervisory needs.

Initially, staff reduction will be accomplished by attrition.

PROFESSIONAL PERSONNEL SUSPENSION

For incompetence, neglect of duty, immoral conduct, intemperance, brutal treatment of a pupil, insubordination, 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/her and he/she shall be advised that he/she is entitled to a public hearing upon said charges.

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.

The 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 and notify the employee in writing of same. The date shall be set no 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.

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) 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. S37-9-59 **LEGAL REF.: Mississippi Code, as cited above.**

PROFESSIONAL PERSONNEL SEPARATION

In the event that 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-employment 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.

Any non-reemployment decision of this school district shall be rationally related to a legitimate educational interest and not arbitrary and capricious or based upon some constitutionally impermissible such as race, sex, religion, handicap, or exercise of First Amendment Rights.

For the remainder of this section, the word "employee" shall include:

(a) Any teacher, principal, superintendent, or other professional personnel employed by the local school district for a continuous period of two (2) years with that district and required to have a valid license issued by the State Department of Education as a prerequisite of employment; or

(b) Any teacher, principal, superintendent, or other professional personnel who has completed a continuous period of two (2) years of employment in a Mississippi public school district and one (1) full year of employment with the school district of current employment, and who is required to have a valid license issued by the State Department of Education as a prerequisite of employment.

For purposes of this section, the term "days" means calendar days.

An employee who has received notice under this section, upon written request from the employee received by the district within ten (10) days of receipt of the notice by the employee, shall 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, which notice shall be given at least fourteen (14) days prior to any hearing; if the district fails to provide this information to the employee, then the recommendation for non-reemployment shall be null and void, and the board shall order the execution of a contract with the employee for an additional period of one (1) year;

(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;

(c) Receive a fair and impartial hearing before the board or hearing officer subject to the provisions of S37-9-111, Mississippi Code

(d) Be represented by legal counsel, at his own expense.

Any employee requesting a hearing shall provide the district, not less than five (5) days before the scheduled date for the hearing, a response to the specific reasons for non-reemployment, a list of witnesses and a copy of documentary evidence in support of the response intended to be presented at the hearing. If the employee fails to provide this information, then the recommendation of non-reemployment shall be final without the necessity of a hearing.

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

PROFESSIONAL PERSONNEL RELEASE FROM CONTRACT

Any principal or licensed employee in this school district who is under contract to teach or perform other duties and who desires to be released from such contract shall make application in writing to the school board for release therefrom, in which application the reasons for such release shall be clearly stated. If this board acts favorably upon such application for release, such principal or licensed employee shall be released from his contract, and said contract shall be null and void on the date specified in this school board's order. **LEGAL REF.: Mississippi Code, S37-9-55.**

PROFESSIONAL PERSONNEL BREACH OF CONTRACT

If any principal or licensed employee shall arbitrarily or willfully breach his or her contract and abandon his or her employment without being released therefrom, the contract of such principal or licensed employee shall be null and void. In addition thereto the license principal or licensed employee may be suspended by the State Board of Education for a period of one (1) school year as provided in Section 37-3-2(8), Mississippi Code of 1972, Annotated, upon written recommendation of the majority of the members of the school board. **LEGAL REF: Mississippi Code, S37-9-57 (1997)**

PROFESSIONAL PERSONNEL UPGRADE IN CERTIFICATION

If, at the commencement of the scholastic year until October 1 of the current scholastic year, any licensed employee shall present to the superintendent a certificate 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 certificate would have entitled the individual, had the certificate been held at the time the contract was executed. S37-9-17 (1987) **LEGAL REF.: Mississippi Code, as cited above**

STRIKES

(1) For purposes of this section:

(a) "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 certified teacher to express or communicate a complaint or opinion on any matter related to the conditions of public 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.

(b) "Certified teacher" shall mean the following employees of public school districts: classroom teachers, supervisors of programs, librarians, guidance personnel, audiovisual personnel and vocational directors.

(2) 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.

(3) 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.

(4) 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.

(5) Chancery courts having jurisdiction of the parties are vested with the 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.

(6) 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 a 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.

(7) 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.

(8) If the court, after a hearing on 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.

LENGTH OF SCHOOL DAY

Elementary, middle school, and senior high school teachers are expected to be on duty at their respective schools at 7:15 a.m. each day. Except when carrying out assignments of the principal, teachers are expected to remain at school or on duty during the designated hours. It is expected that all teachers remain at school Monday through Friday as follows:

1. Elementary - 3:15
2. Middle and Senior High - 3:15

Time is provided at the end of each school day for instructional preparation, planning, and conferences.

PROFESSIONAL PERSONNEL WORK LOAD

The academic year provides a minimum of 180 teaching days with no less than 330 minutes of academic instruction daily (or no less than 27 1/2 hours per week). MS Code 37-13-63

PROFESSIONAL PERSONNEL STAFF MEETINGS

Faculty meetings shall be held upon the call of the superintendent and/or school principal. Attendance at faculty meetings or staff development sessions is required, unless prior permission is granted by the principal or superintendent.

PROFESSIONAL PERSONNEL EXTRA DUTY

Professional staff 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 NON-SCHOOL EMPLOYMENT

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

Professional 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 system; 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.

PROFESSIONAL PERSONNEL TUTORING FOR PAY

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 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/her official position to obtain pecuniary benefit for himself/herself other than that compensation provided for by law, or to obtain pecuniary benefit for any relative or any business with which he/she is associated. S25-4-105 (1) (1988)

LEGAL REF.: Mississippi Code as cited above

SUBSTITUTE TEACHERS

When the services of a substitute teacher are required, for whatever reason, the teacher should notify the principal at the earliest possible moment -- the day before if practicable. Teachers are to call their principals no later than 7:00 a.m. on the day of absence.

The principal is responsible for obtaining substitute teachers. The teacher should have available for the substitute a class roll, lesson plans, keys, discipline plans, or any other materials and equipment the substitute teacher would need to carry out the daily assignment.

In the event a teacher will be absent for an extended period of time, the district should be notified in writing and a substitute may be employed for the term of the extended illness.

PAYMENT OF COMPENSATION

All payment of wages shall be paid on the last district working day of the month. All wages will be paid in twelve monthly payments during the year. (Exception: December checks are issued on the day faculty and students are dismissed for Christmas holidays).

For employees classified as exempt under the Fair Labor Standards Act, wages will be paid in an amount equal to one-twelfth the anticipated annual salary of the employee.

Employees working less than the entire school year will have their monthly pay calculated to attempt to produce a monthly payment of one-twelfth of annual salary.

For employees classified as non-exempt under the Fair Labor Standards Act, wages will be earned based upon time worked during the defined pay periods. Each month, employees will

be docked for scheduled time not worked or paid additional pay for time worked in excess of schedule. In compliance with the FSLA, this will apply only to non-exempt employees as defined in the FSLA standards. Any extra pay will be paid as compensatory pay as defined in board policy. In no event shall the employee be paid more wages than they have earned as of the date of distribution of wages.

DIRECT DEPOSIT

All employees are required to participate in direct deposit. The net check from each payroll is deposited directly into their checking and/or savings account. Each employee has access to their direct deposit notice through the Jones County School District website via the Employee Portal.

RETIREMENT SYSTEM PARTICIPATION

Subject to Regulation 36 of the Public Employee's Retirement System of Mississippi (PERS), employees who work more than 20 hours a week or 80 hours a month are required to be members of PERS, and are subject to any required payroll withholdings. Regulation 36 of the Public Employees Retirement System excludes re-employed retirees and temporary employees from membership.

**2017-2018 TEACHER SALARY SCHEDULE
LOCAL SUPPLEMENT INCLUDED
(187 DAYS)**

YEARS OF EXPERIENCE	A	AA	AAA	AAAA
0	34927	37430	38619	39783
1	34927	37430	38619	39783
2	34927	37430	38619	39783
3	35422	38090	39346	40577
4	35917	38750	40073	41371
5	36412	39410	40800	42165
6	36957	40120	41577	43009
7	37452	40780	42304	43803
8	37947	41440	43031	44597
9	38442	42100	43758	45391
10	38937	42760	44485	46185
11	39482	43470	45262	47029
12	39977	44130	45989	47823
13	40472	44790	46716	48617
14	40967	45450	47443	49411
15	41462	46110	48170	50205
16	41957	46770	48897	50999
17	42452	47430	49624	51793
18	42947	48090	50351	52587
19	43442	48750	51078	53381
20	43937	49410	51805	54175
21	44432	50070	52532	54969
22	44927	50730	53259	55763
23	45422	51390	53986	56557
24	45917	52050	54713	57351
25	48472	54770	57500	60205
26	48967	55430	58227	60999
27	49462	56090	58954	61793
28	49957	56750	59681	62587
29	50452	57410	60408	63381
30	50947	58070	61135	64175
31	51442	58730	61862	64969
32	51937	59390	62589	65763
33	52432	60050	63316	66557
34	52927	60710	64043	67351
35	53422	61370	64770	68145

SICK LEAVE POLICY

12 MONTH PROFESSIONAL EMPLOYEES

Years in System	Sick Leave Days	Personal Leave Days
0 - 3	10	4
4-10	16	6
11-17	22	8
18 and above	24	10

215 DAY PROFESSIONAL EMPLOYEES

Years in System	Sick Leave Days	Personal Leave Days
0 - 3	9	3
4-10	14	5
11-17	20	7
18 and above	23	8

10 MONTH PROFESSIONAL EMPLOYEES

Years in System	Sick Leave Days	Personal Leave Days
0 - 3	8	3
4-10	13	5
11-17	19	7
18 and above	22	8

9 MONTH PROFESSIONAL EMPLOYEES

Years in System	Sick Leave Days	Personal Leave Days
0 - 3	7	2
4-10	12	4
11-17	17	6
18 and above	20	8

12 MONTH NON-CERTIFIED EMPLOYEES

Years in System	Sick Leave Days	Personal Leave Days
0 - 5	9	3
6-10	14	4
11 and above	18	6

10 MONTH NON-CERTIFIED EMPLOYEES

Years in System	Sick Leave Days	Personal Leave Days
0 - 5	8	2
6-10	12	3
11 and above	15	5

9 MONTH NON-CERTIFIED EMPLOYEES

Years in System	Sick Leave Days	Personal Leave Days
0 - 5	7	2
6-10	11	3
11 and above	14	4

BUS DRIVERS

Days absent In Previous Year	Sick Leave Days	Personal Leave Days
0	5	0
1-2	2	0
3	1	0
Greater than 3	0	0

TEACHER ASSISTANTS

Years in System	Sick Leave Days	Personal Leave Days
0 - 5	7	2
6-10	11	3
11 and above	14	4

I. SICK LEAVE

- A. For the purposes of this policy, 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.
- B. Each employee, at the beginning of each school year, shall be credited with a minimum of sick leave allowance, with pay, in accordance with the schedule above.
- C. Any unused portion of the total sick leave allowance shall be carried over to the next school year and credited to such employee if the employee remains employed in the same school district. In the event any public school employee transfers from one public school district in Mississippi to another, any unused portion of the total sick leave allowance credited to such employee shall be credited to such employee in the computation of unused leave for retirement purposes under Section 25-11-109,

Mississippi Code of 1972, Annotated. No transfer of sick leave allowances from another school district to the Jones County School District is allowed. Accumulation of sick leave allowed under this section shall be unlimited.

- D. No deduction from the pay of such employee may be made because of absence of such employee caused by the illness or physical disability of the employee until after all sick leave allowance credited to such employee has been used.
- E. For the first ten (10) consecutive days of absence of an employee because of illness or physical disability, in any school year, in excess of the sick leave allowance credited to such employee, there must be deducted from the pay of such licensed or professional employee the established non-licensed substitute amount of compensation and from the pay of such non-licensed employee the current federal minimum wage paid by the district, necessitated because of the absence of the employee as a result of illness or physical disability. Thereafter, the regular pay of such absent employee may be suspended or withheld in its entirety for any period of absence because of illness or physical disability during that school year.
- F. Accumulation of sick leave shall be unlimited. At the end of the school year, any unused portion of the total personal leave allowance up to five (5) days shall be carried over the next school year and credited to such employee if the employee remains employed in the same school district. Any portion of the total personal leave allowance remaining at the end of the school in excess of five (5) days shall accumulate as sick leave.
- G. Any accumulated sick leave and personal leave shall expire upon the termination of employment with the Jones County School District and shall not be restored should the subject employee become re-employed by the school district.
- H. 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 licensed 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.
- I. No payment for unused accumulated sick or personal 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.
- J. Employees hired for less than the full term of employment in any school year shall be granted a prorated share of the annual sick leave grant, based on the length of employment on the date subject employee assumes employment responsibilities.

- K. The amount of actual leave time for each employee shall be based upon the days included in this policy multiplied by the actual daily working schedule defined by minutes.
- L. Absences in any length of time or regularly scheduled time not worked by an employee, not previously approved or properly identified as personal leave, vacation, court, or school business shall be deducted first from accumulated compensatory time, if available and applicable, and secondly from available sick leave.
- M. Accumulated sick leave cannot be used by employees of the Jones County School District 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. Any employee absent for optional dental or medical treatment or surgery which could, without medical risk to the employee or immediate family member, have been performed at a time when school was not in session shall have one (1) day's pay deducted for each day absent and shall forfeit all accumulated leave and be subject to dismissal.
- N. Employees shall be allowed to use personal business days for personal business that could not otherwise be conducted without being absent from duty.
- O. If an employee is absent after having used the sick leave days accumulated, the employee will forfeit a full days pay or portion of a days pay for any absence thereafter. Any deduction will be calculated based on the total number of days of employment. When the absences of an employee during the school session exceeds the accumulated sick leave, the position of the employee may be declared vacant by the Board of Education and, if applicable, the teacher's contract terminated, if such is deemed to be in the best interest of the school district, subject to the provisions of the Family Medical Leave Act.
- P. Employees who are terminated because of medical absences in excess of those allowed will be eligible for re-employment no later than the first day of the following school session, provided proper medical certification has been furnished. The school district will have discharged its responsibility under this policy after offering re-employment for the first vacancy for which the individual is qualified.
- Q. Employees absent beyond their current term of employment who have complied fully with the terms of this policy will be eligible for re-employment upon receipt by the superintendent of a written statement from the attending physician, dentist or other medical practitioner certifying fitness and ability to return to work.
- R. The school district shall have discharged its responsibility to the individual after offering re-employment for the first vacancy for which the individual is qualified that occurs after becoming eligible for re-employment.
- S. Any employee claiming an absence by reason of illness may be required to substantiate the illness through a doctor's statement.

- T. Falsifying statements or reasons for absence shall result in any or all of the following:
1. full loss of pay for period of absence
 2. entry on personnel record
 3. termination of employment

II. FAMILY ILLNESS

- A. Employees shall be allowed to use accumulated sick leave, without loss of pay, for absences of the employee caused by illness or death in the employee's immediate family. Immediate family is limited to the employee's spouse, child, mother, father, brother, sister, grandmother, grandfather, in-law, surrogate parent, or any dependent living in the home of the employee.
- B. In the event an employee must use all accumulated sick leave as authorized above, a leave of absence, without pay shall be granted an employee due to an extended catastrophic illness of an immediate family member upon written request to the superintendent supported by a written statement from the catastrophically ill family member's physician for a period not to exceed the number of days remaining in the current school year.
- C. Employees absent beyond the current school year who have complied fully with the terms of this policy will be eligible for re-employment upon receipt of written notification by the superintendent that he/she is available for work.
- D. The school district shall have discharged its responsibility to the individual after offering re-employment for the first vacancy for which the individual is qualified that occurs after becoming eligible for re-employment.

III. PERSONAL LEAVE

- A. At the beginning of each school year, employees shall be granted personal leave without loss of pay in accordance with the schedule provided in this policy for absences caused by personal reasons during that school year. At the end of the school year, 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 employee if the employee remains employed in the same school district. Any portion of the total personal leave allowance remaining at the end of the school in excess of five (5) days shall accumulate as sick leave.
- B. Such personal leave shall not be taken on the first day of the school term, the last day of the school term, or a day preceding or after a holiday, or on any contractual day when in-service training or workshops have been scheduled unless on such days an immediate family member of the employee is being deployed for military duty.
- C. Personal leave may be used for professional purposes, including absences caused by attendance of such teachers at a seminar, class, training programs, professional association or other function designed for educators.
- D. No deduction from the pay of such employee may be made because of the absence of

such employee caused by personal reasons until after all personal leave allowance credited to such employee has been used. However, the superintendent, in his discretion, may allow an employee personal leave in addition to any personal leave allowance, under the condition that this shall be deducted from the salary of such licensed employee the established non-licensed substitute amount of compensation and from the pay of such non-licensed employee the current federal minimum wage paid by the district necessitated because of the absence of the employee.

- E. Request for personal leave shall be made in writing to the employee's principal or supervisor at least two (2) days in advance of the day requested. If the principal/supervisor can grant the request without detriment to his/her school program or work, he/she shall approve the request.

IV. SCHOOL BUSINESS

Employees who are absent on school business shall be allowed full pay when such absence is requested and approved in advance by the superintendent. In order for any employee to serve as a chaperone on a school sponsored event, the employee must receive permission from the employee's supervisor or school principal and from the supervisor or school principal overseeing the event. The employee must be listed on the field trip request form submitted for approval by the superintendent.

V. COURT

Employees shall be excused without loss of pay for serving as a witness in a court of law under a subpoena relating to the employee's responsibility as a district employee.

Leave shall be granted to all employees duly called and accepted for jury duty, whether or not they have asked the court to be excused. The district shall pay the difference between the amount they receive for such service and their regular salary. S13-5-23, 13-5-25, 37-7-307

VI. ARMED FORCES

Members of any of the reserve components of the armed forces of the United States, upon request, shall be entitled to leave of absence from their respective duties in accordance with the provisions of Section 33-1-121 of the Mississippi Code of 1972, Annotated, or as such section may be hereafter amended.

VII. EMERGENCY LEAVE

The superintendent may approve written requests for up to four (4) days leave, without pay, for bona fide emergency reasons other than those provided for in Section 37-7-307 (2) Mississippi Code of 1972, Annotated if in his opinion such can be done without detriment to the school district.

VIII. RESPONSIBILITIES OF THE EMPLOYEE

- A. Employees are expected to plan and/or schedule absences whenever possible to cause a minimum of time away from duty.

- B. Leave with pay is not earned time off or vacation. It may not legitimately or ethically be used for any purpose other than that intended.
- C. All leave shall be requested and approved prior to or concurrent with the taking of such leave. There are no provisions in this policy for taking leave which was not requested and approved.
- D. When it becomes apparent to the employee that it will be necessary to request leave as outlined above, the employee shall, by direct personal contact, notify his principal/supervisor by the method the principal/supervisor has directed his employees to notify him stating the reasons for the absence and the expected length of the absence.
- E. The absent employee shall furnish his/her principal/supervisor the certificate of a physician, dentist or other medical practitioner as to the illness of the absent employee or the immediate family member which has caused the employee's absence, 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. Failure to furnish a certificate will result in the loss of pay for the days absent in excess of three (3) consecutive school days or one (1) school day immediately preceding or following a non-school day.
- F. Employees returning to duty after being absent for medical reasons (such as surgery, pregnancy, etc.) shall furnish his/her principal/supervisor a statement from the attending physician certifying his/her fitness and ability to return to work before being allowed to resume his/her duties.
- G. Absent employees shall regularly inform their principal or immediate supervisor of their condition and status of returning to work. Failure to do so will be considered abandonment of employment resulting in termination.

IX. PENALTIES FOR ABUSE

- A. Abuse of this leave policy endangers the continuance of its liberal provisions. Principals/Supervisors shall immediately notify the superintendent in writing of any and all abuses of this leave policy. Any abuse may lead to the employee's dismissal.
- B. The superintendent shall cause each abuse to be recorded in the subject employee's work record and on the annual evaluation.
- C. Leave taken that was requested improperly or not requested and approved prior to or concurrent with the taking of such leave shall be unauthorized leave. One day's pay shall be deducted for each day of unauthorized leave.
- D. An employee giving a material false statement as to the cause or reason for his/her absence shall have one day's pay deducted for each day absent under false pretense and shall forfeit all accumulated leave and be subject to dismissal.
- E. Any employee absent for optional dental or medical treatment or surgery which could,

without medical risk to the employee or immediate family member, have been performed at a time when school was not in session shall have one (1) day's pay deducted for each day absent and shall forfeit all accumulated leave and be subject to dismissal.

X. PREGNANCY

Pregnancy shall be considered to be the same as any other illness and shall be treated as such.

XI. DONATED LEAVE

In compliance with Mississippi Code of 1972, Section 37-7-307 (10), any employee of the Jones County School District may donate a portion of his/her unused accumulated personal leave or sick leave to another employee of the Jones County School District who is suffering from a catastrophic injury or illness, as defined by state law, or who has a member of his/her immediate family suffering from a catastrophic injury or illness. The superintendent is hereby directed to develop appropriate administrative regulations to implement this policy.

A. Any school district employee may donate a portion of his or her accumulated sick leave to another employee of the same 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. No donation of personal or extended leave is allowed.

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

B. "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 local school district 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." Section 37-7-307 (10) of the Mississippi Code of 1972. A normal pregnancy is not considered catastrophic, but a pregnancy with complications resulting in total incapacity from work, as verified by a licensed physician, for the employee will be considered catastrophic.

C. "Immediate family" means spouse, parent, stepparent, sibling, child or stepchild. Any school district employee may donate a portion of his or her unused accumulated personal leave or sick leave to another employee of the same 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:

D. 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.

E. 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.

F. An employee must have exhausted all of his or her available leave (including extended 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.

G. 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 that the illness meets the catastrophic criteria established under this section, 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.

H. Before an employee may receive donated leave, the superintendent of education of the school district shall appoint a review committee to approve or disapprove the said donations of leave, including the determination that the illness is catastrophic with the meaning of this section.

I. If the total amount of leave that is donated to any employee is not used by the recipient employee, the whole days of donated 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.

J. Donated leave shall not be used in lieu of disability retirement. To determine Donated Leave eligibility complete the Family Medical Leave/Leave of Absence Employee Request Form and the Certification of Health Care Provider for Employee's Serious Health Condition Form (Form WH-380-E) found on the Jones County School District website and the Employee Portal. In addition to the Donating Leave to Another Employee Form.

XII. LEAVE OF ABSENCE

A. Due to the illness of the employee or immediate family member or for other good reason, it may become necessary to request a leave of absence. All requests for leave of absence shall be made in writing to the superintendent.

All requests for a leave of absence are subject to approval by the Board of Education.

B. Any anticipated absence in excess of ten (10) working days requires the employee to request a leave of absence. A leave of absence can be for a defined length of time during the current school year, the remainder of the current school or for the subsequent school year. Any employee requesting a leave of absence cannot return to regular duties until the end of the requested leave of absence.

C. Any employee requesting a leave of absence as a result of the illness of the employee

or an immediate family member is allowed payment for accumulated sick leave during the term of the leave of absence up to the end of the current school year.

- D. Employees wishing to return to work after a leave of absence for illness will be eligible for re-employment upon receipt by the superintendent of a written statement from the attending physician certifying fitness and ability to return to work.
- E. The school district will have discharged its responsibility to the individual after offering re-employment for the first vacancy for which the individual is qualified that occurs after becoming eligible for re-employment.
- F. The district may require an employee to submit an adequate certification from a health care provider to support a requested leave of absence as a result of the illness of the employee or an immediate family member. The district may require re-certification every thirty (30) days during the term of the leave at the employee's expense. The district shall require periodic status reports on the employee's intent to return to work and communication with the employee's principal or immediate supervisor. If the employee gives unequivocal notice of intent not to return, obligations under leave of absence cease.
- G. Upon restoration to employment, employees are entitled to the same "or an equivalent" position to that which was held prior to the leave. Denial of restoration may occur if the employee fraudulently obtained the leave; the employee works elsewhere during the leave; or if the employee fails to provide a fitness-for-duty certificate.

XIII. VACATIONS

The board endorses the concept of earned vacation for personnel on extended employment or contract. Such vacation for 230 day employees shall be ten (10) days. Current employees will be credited with allowed vacation time on January 1st of the current year. Employees beginning work after January 1st and before June 30th shall be credited with five (5) vacation days. Employees beginning work on or after July 1st shall receive no vacation for that year. A maximum of ten (10) unused vacation days remaining on December 31st of any calendar year shall be accumulated as sick leave. Utilization of vacation time will be permitted upon the prior written approval of the superintendent. Instructional personnel may not take vacation time two weeks prior to or at any time during the 187 day school term.

XIV. FAMILY MEDICAL LEAVE

This policy is subject to all provisions of the Family Medical Leave Act.

OVERTIME - FAIR LABOR STANDARDS ACT

The following policies and procedures are given to assure compliance with the Fair Labor Standards Act (FLSA) in the area of regular work schedules and overtime.

Exempt and Non-Exempt Employees. FLSA requires that all employees be grouped into one of two categories: exempt and non-exempt. Exempt employees are not subject to the overtime provisions of the FLSA. Non-exempt employees are subject to the overtime provisions of FLSA. Any specific questions concerning exemption status of an employee should be directed to the

Business Office.

Hours Worked. FLSA requires that non-exempt employees receive additional compensation for time worked in any given work week in excess of forty (40) hours. The Jones County School District has determined that the regular work week for determination of overtime will begin Friday at midnight and will end the following Friday at 11:59 p.m.

Meal periods for some employees shall be counted as hours worked since the employees are not completely relieved of duty, and the time is therefore compensable. These employees are expected to remain at the job site and may eat in the school cafeteria or bring their meal. Non-exempt employees whose meal periods are counted as hours worked are cafeteria managers, cafeteria workers, substitute teachers and teacher assistants. The remaining employees with bona fide meal periods shall be completely relieved of duty for the purpose of eating a regular meal and shall be free to leave the worksite during this period. Employees having bona fide meal periods may remain on the worksite but shall eat in a school cafeteria, however, the employee shall not engage in any work for the school district during this period except for a rare and infrequent emergency. Certain groups of employees may have automatic meal deductions. It is the responsibility of the employee to notify their supervisor if a meal break was not taken when an automatic meal deduction was taken.

Section 29 CFR 553.31 of the FLSA provides that two individuals employed in any one occupation by the same public agency may agree, solely at their option and with the approval of the public agency, to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the Act.

Section 29 CFR 553.30 of the FLSA provides that where State or local government employees, solely at their option, work occasionally or sporadically on a part-time basis for the same public agency in a different capacity from their regular employment, the hours worked in the different jobs shall not be combined for the purpose of determining overtime liability under the Act.

Each employee is required to appropriately use the time clocks as part of the time and attendance system. It is the responsibility of the employee to inform the school/department timekeeper of any missing punches. Any employee who willfully or routinely fails to utilize the time clocks will be subject to appropriate disciplinary action including termination. Any employee who fraudulently clocks, revises or reports time not actually worked will be subject to disciplinary action including termination.

Compensatory Time. Section 7(o) of the FLSA provides an element of flexibility to State and local government employers regarding compensation for statutory overtime hours. The exemption provided by this subsection authorizes a public agency which is a State, a political subdivision of a State, or an interstate governmental agency, to provide compensatory time off in lieu of monetary overtime compensation. Therefore, the Jones County School District will to the greatest extent possible utilize the method of compensatory time off as the mechanism for compensation for overtime.

Compensatory time received by a non-exempt employee in lieu of cash for employees whose regular working schedule equals forty (40) hours per week will be at the rate of one and

one-half hours of compensatory time for each hour of work in excess of forty (40) hours in a work week. Compensatory time will be granted at the rate of one hour compensatory time for each hour of work in excess of the regular working schedule for employees whose regular working schedule is less than forty (40) hours per week. Compensatory time will be granted for time worked in excess of forty (40) hours per week for employees whose regular working schedule is less than forty (40) hours per week at the rate of one and one-half hours of compensatory time for each hour of work in excess of forty (40) hours in a work week.

Executive, professional and licensed employees are not subject to any overtime or compensatory time provisions of this policy, unless otherwise pre-approved by the superintendent of education or board of education.

This policy shall serve as the agreement or understanding between the employer and employee prior to the performance of work as defined in 29 CFR 553.21.

An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than the average regular rate received by such employee during the last three (3) years of the employee's employment, or the final regular rate received by such employee, whichever is higher.

The use of leave time, or any days not worked, will not be considered as time worked when calculating compensatory time earned or overtime.

Absences in any length of time or regularly scheduled time not worked by an employee, not previously approved or properly identified as personal leave, vacation, court, or school business shall be deducted first from accumulated compensatory time, if available and applicable, and secondly from available sick leave. Employees may be allowed to use compensatory time on days when students are not in attendance, unless the employee's attendance at a staff development or other work activity is required.

An employee will not be permitted to accumulate more than 210 compensatory time hours (140 regular hours). Employee must take the compensatory time when it is agreeable with his/her supervisor. However, the supervisor's consent shall not be unreasonably withheld. ACCRUED COMPENSATORY TIME IS TO BE USED BY THE EMPLOYEE WITHIN THE PAY PERIOD AFTER ITS HAVING BEEN EARNED OR UNDER EXCEPTIONS GRANTED AND WITH PRIOR WRITTEN APPROVAL BY THE SUPERINTENDENT OF EDUCATION.

Administrators and supervisors may also grant time off to an employee during the work week at the rate of one hour for each additional hour worked, so that the employee does not work more than forty (40) hours during the given work week, commonly referred to as furlough time.

Employees Working Two Jobs. Employees working in two non-exempt positions having a combined working schedule for both positions in excess of forty (40) hours per regular work week shall have their total salary computed at a regular rate of pay for the actual time worked in each of the two positions and additional compensation at one half times the weighed average rate for the actual hours worked in excess of forty (40) hours in a regular work week.

Any employee working in an exempt and also a non-exempt position will not receive any additional compensation other than the individual salaries for the two positions.

Monetary Compensation for Overtime. Monetary compensation for time worked in excess of the regular working schedule in a given work week will be paid to the specific employee groups, positions or situations as listed in this policy.

Employees will be paid at a rate equal to one and one-half times the regular rate of pay of the non-exempt employee for time worked in excess of forty (40) hours during the workweek and at a regular rate of pay of the non-exempt employee for time worked up to forty (40) hours during the workweek.

Employees to be paid monetary compensation *are as follows:*

Police Officer

Board Secretary (for time worked at board meetings)

Cafeteria Manager (for time worked in special functions in which the Food Service Department charges the sponsoring school or school-related organization the cost of the overtime worked in performing the special function. Any other time worked in addition to the regular working schedule will be compensated using the compensatory time provisions of this policy.)

Cafeteria Worker (for time worked in special functions in which the Food Service Department charges the sponsoring school or school-related organization the cost of the overtime worked in performing the special function. Any other time worked in addition to the regular working schedule will be compensated using the compensatory time provisions of this policy.)

16th Section Land Manager (for the time worked at board meetings)

Other Non-Exempt Personnel The Board of Education may authorize the monetary compensation for overtime when deemed appropriate and necessary.

Executive, professional and licensed employees are not subject to any overtime or compensatory time provisions of this policy. Other non-exempt employees except employees working two non-exempt positions with a combined work week schedule greater than forty (40) hours per regular work week or who are specifically listed in the Monetary Compensation for Overtime section of this policy will receive compensatory time off as compensation for time worked in excess of the employee's regular working schedule in any given work week, in accordance with the Compensatory Time section of this policy.

STANDARD WORKING SCHEDULES

**Jones County School District
Standard Working Schedules
for Listed Employee Groups**

<u>Employee Group</u>		<u>Starting Time</u>	<u>Ending Time</u>	<u>Allowed Lunch Time</u>	<u>Hours Scheduled</u>
Custodians: Vary based on location and employment status	Schedule A	7:00 AM	3:30 PM	30 Minutes	8:00
	Schedule B	7:30 AM	4:00 PM	30 Minutes	8:00
	Schedule C	6:30 AM	3:00PM	30 Minutes	8:00
School Secretaries	Schedule A	7:00 AM	3:30 PM	30 Minutes	8:00
	Schedule B	7:15 AM	3:45 PM	30 Minutes	8:00
	Schedule C	7:30 AM	4:00 PM	30 Minutes	8:00
Teacher Assistants		7:15 AM	3:15 PM	None	8:00
Security Officers		7:00 AM	3:30 PM	30 Minutes	8:00
Substitute Teachers	Temporary	7:30 AM	3:00 PM	None	7:30
Substitute Teachers	Long-Term	7:15 AM	3:15 PM	None	8:00
	Board Approved				
Central Office		7:30 AM	4:30 PM	1 Hour	8:00
Trans/Maint Clerical		7:30 AM	4:30 PM	1 Hour	8:00
Maintenance	Schedule A	7:00 AM	3:30 PM	30 Minutes	8:00
	Schedule B	6:00 AM	2:30 PM	30 Minutes	8:00
Mechanics	Sched A Week 1	6:00 AM	3:00 PM	1 Hour	8:00
	Sched A Week 2	7:30 AM	4:30 PM	1 Hour	8:00
	Sched B Week 1	7:30 AM	4:30 PM	1 Hour	8:00
	Sched B Week 2	6:00 AM	3:00 PM	1 Hour	8:00
	Schedule C	7:00 AM	4:00 PM	1 Hour	8:00
Cafeteria Workers	Schedule A	6:30 AM	1:30 PM	None	7:00
	Schedule B	7:30 AM	1:30 PM	None	6:00
	Schedule C	7:30 AM	2:00 PM	None	6:30
	Schedule D	8:00 AM	2:00 PM	None	6:00
	Schedule E	10:00 AM	1:30 PM	None	3:00
	Schedule F	10:30 AM	1:30 PM	None	3:00
	Schedule G	10:30 AM	11:30 AM	None	1:00
	Schedule H	11:30 AM	1:30 PM	None	2:00
	Schedule I	6:30 AM	2:00 PM	None	7:30
Cafeteria Manager	Schedule A	7:30 AM	2:00 PM	None	6:30
	Schedule B	7:00 AM	2:00 PM	None	7:00
	Schedule C	6:30 AM	2:00 PM	None	7:30
	Schedule D	6:30AM	2:30PM	None	

Employees shall not begin work prior to the scheduled starting time, unless previously approved by the immediate supervisor, department director, and principal. Employees shall not work beyond the scheduled ending time unless previously approved by the immediate supervisor, department director, and principal. Failure to abide by these provisions may result in disciplinary actions.

FAMILY MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act of 1993 require certain employers to allow eligible employees to take unpaid, job-protected leaves for certain family and medical events. It is intended to assist employees in reaching a balance between family and work responsibilities with as little conflict as possible. FMLA allows for twelve (12) weeks or sixty (60) days of leave during a twelve (12) month leave year with a restoration of employment and continuation of employee group health insurance coverage, subject to the following described provisions and requirements.

QUALIFICATIONS FOR LEAVE

1. Qualifying employees must have been employed at least twelve (12) months prior to the commencement of the leave.
2. Qualifying employees must have worked at least 1,250 hours during the twelve (12) month period prior to the commencement of the leave.
3. Family leave can be taken for the birth of a child, placement of a child for adoption, or placement of a child for foster care. Family leave must be completed within twelve (12) months of birth, adoption, or foster placement. If both parents are employees of the District, only twelve (12) weeks total leave will be granted if married; if not married, twelve (12) weeks each will be granted.
4. Medical leave can be taken to care for employee's spouse, child, or parent with a serious health condition or for employees own serious health condition that makes the employee unable to perform functions of his/her position.
5. A serious health condition is defined as:
 1. Inpatient care
 2. Absence plus treatment
 - a. Absence
"A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves..."
 - b. Treatment
"...treatment two or more times by a health care provider."
 3. A serious health condition also includes any period of incapacity due to pregnancy, or prenatal care; chronic conditions requiring treatment; permanent/long-term conditions requiring supervision; or multiple treatments for non-chronic conditions.

LEAVE PROVISIONS

1. The maximum duration of leave is twelve (12) workweeks of unpaid leave during the leave year. The leave year is defined as the 365 day period proceeding the day of the qualifying leave. The maximum leave allowed is twelve (12) workweeks during the preceding 365 days.
2. FMLA leave will run concurrently with any existing sick leave which may

have been accumulated by the employee.

3. Time away from work as a result of a worker's compensation incident is considered as FMLA leave.
4. Family leave can be taken intermittently or on a reduced leave schedule only with the district's approval. Intermittent medical leave must be medically necessary and will require a medical certification. The employee must consult with the district and make a reasonable effort to schedule leave so as not to unduly disrupt the employer's operations.

NOTIFICATION AND CERTIFICATION

1. The employee must give verbal notice to make the district aware that leave is needed. If the leave is foreseeable, failure to provide thirty (30) days notice may allow the District to require that the employee delay leave for up to thirty (30) days after the notice were provided.
2. Special notification will be provided to the employee within a reasonable time after the employee's notice for leave is received. In all circumstances, it is the employer's responsibility to designate leave as FMLA qualifying, and to give notice of the designation to the employee.
3. The district may require an employee to submit an adequate certification from a health care provider to support a requested medical leave. If the district requires that medical certification be received, the medical certification must be received at least fifteen (15) calendar days from the request. If the employee doesn't produce a sufficient certificate in the time frame and there are no extenuating circumstances, the District can deny or delay continuation of FMLA.
4. The district may require recertification every thirty (30) days during the term of the leave at the employee's expense.
5. The district shall require periodic status reports on the employee's intent to return to work and communication with the employee's principal or immediate supervisor. If the employee gives unequivocal notice of intent not to return, obligations under FMLA cease.

CONTINUATION OF INSURANCE BENEFITS

1. The district will maintain employee group health insurance coverage under the same conditions as if the employee had continued employment during the duration of the family medical leave, not to exceed twelve (12) weeks. The employee can choose not to continue health insurance during FMLA. However, if health insurance is maintained, contributions must be continued by the employee for family or spouse coverage, in addition to contributions by the employee for employee coverage in excess of the twelve (12) weeks. If the employee fails to make payments, the district may cancel coverage. If health coverage is waived or canceled, when the employee returns to work the coverage will be reinstated.
2. Other non-health insurance benefits may be continued if premiums are paid by the employee. If premiums are not paid by the employee during the family medical leave, coverage will be canceled. These benefits will be reinstated to the same level as the day prior to the leave if the employee returns.

RESTORATION TO EMPLOYMENT

1. Upon restoration to employment, employees are entitled to the same “or an equivalent” position to that which was held prior to the leave and are entitled to equivalent benefits, pay, and other terms and conditions of employment in place at the time the leave commenced. Employees are required to provide a fitness-for-duty certificate prior to restoration of employment.
2. Denial of restoration may occur if the employee fraudulently obtains leave; employee works elsewhere during FMLA leave; or if the employee fails to provide a fitness-for-duty certificate.
3. If the leave begins more than five weeks prior to the end of the term, the leave is at least three weeks in length, and the employee would return to work during the last three weeks of the term; if the leave begins during the last five weeks of an academic term, the leave is at least two weeks in length and the employee would return to work during the last two weeks of the term; or the leave begins during the last three weeks of the term and the leave is at least five (5) days in length, then the district may require the employee to continue the leave until the end of the term--and any extended leave provide normal FMLA protections, but cannot be counted against the employee’s twelve (12) week entitlement.

COBRA (CONSOLIDATED OMNIBUS RECONCILIATION ACT)

Upon certain qualifying events that are defined by federal law, employees and/or their spouses and dependent children may continue coverage in the group health insurance plan. Employees who face discontinuation of their group health insurance should contact the Human Resources Department for information concerning eligibility and requirements for coverage.

APPLICABILITY OF STATUTE AND AMBIGUITIES

All policies, procedures, and provisions of this employee handbook are subject to applicable state and federal statute. Applicable state and federal statute will prevail in all matters contained in this manual.

In the event of any conflict or irregularity, the district reserves the right to clarify any ambiguities contained in this manual.

Employee Benefits Websites:

Health Insurance	<u>http://knowyourbenefits.dfa.state.ms.us</u>
My Blue	<u>https://bcbsms.com</u> 1.800.709.7881
	<u>Medical Claims: BCBS of Mississippi</u> 1.800.709.7881
	<u>Participating Providers: AHS State Network</u> 1.800.294.6307
	<u>Active Health Management</u> 1.866.939.4721
	<u>Prescriptions: Prime Therapeutics</u> 1.855.457.0408
Vision	<u>https://superiorvision.com</u> 1.800.507.3800
Dental	<u>https://www.assurantemployeebenefits.com</u> 1.816.474.2345
American Fidelity	<u>www.afadvantage.com</u> 601.934.1466 1.800.654.8489
PERS	<u>www.pers.ms.gov</u> 1.800.444.7177
Deferred Comp	<u>www.mdcplan.com</u> 1.800.846.4551