

North Bolivar Consolidated School

Northside High School
1305 Martin Luther King
Blvd
Shelby, MS 38774

Brooks Elementary
613 School Street
Duncan, MS 38740

I. T. Montgomery Elementary
202 East Martin Luther King Street
Mound Bayou, MS 38762

District Central Office
204 North Edwards Street
Mound Bayou, MS 38762



"Home of the Gator"

PERSONNEL HANDBOOK
2020-2021

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DISTRICT MISSION

District Mission: In partnership with the community, parents and students, the North Bolivar Consolidated School District is committed to excellence by challenging our students to achieve their highest potential and preparing our students to compete in and ever-changing global society.

GOALS

- 1. Accountability for all: Ensure all students receive a quality education**
 - Increase the accountability rating of the district to a “C” or higher by the end of the 2020-2021 school year.
 - Strengthen principal and teacher quality, recruitment, and retention yearly,
 - Increase teacher attendance rate by 10% annually.
 - Increase student attendance rate by 10% annually.
- 2. Unite our school communities**
 - Increase the number of parents/community members who are actively engaged in school activities by 5% annually districtwide.
 - Increase the number of community business partnerships annually districtwide.
 - Increase the number of parents who actively participates in PTA activities by 5% annually districtwide.
- 3. Provide a safe and secure learning environment for our students and staff**
 - Reduce the number of discipline referrals by 10% annually.
 - Reduce the number of suspensions by 10% annually.
 - Reduce the number of work-related incidents by 10% annually.
- 4. To ensure fiscal stability**
 - Maintain a 10% district maintenance fund balance to protect the district from deficiencies in local, state, and federal funding annually.
 - Implement the “Integrity” accounting system 100% districtwide.
 - The district will create a long-term financial plan by the end of school year 2020-2021.

NORTH BOLIVAR CONSOLIDATED SCHOOL DISTRICT

The policy of the North Bolivar Consolidated School District is to provide you with an opportunity to know the policies that affect the faculty and staff. This Personnel Handbook has been provided so that you will have this opportunity. It is our sincere hope that this handbook will serve to acquaint you with the personnel policies and procedures of this school district.

Both certified and non-certified personnel are expected to view the district's Policies and Procedures Manual as approved by the Board of Trustees. The manual is located in the Administrative office and Library in each school building. You may also refer to the Student Handbook, which governs policies and procedures in each school.

NORTH BOLIVAR CONSOLIDATED SCHOOL DISTRICT

BOARD OF TRUSTEES

Mr. Jefferick D. Butler President
Mr. Tyrone Miller..... Vice -President
Mrs. Jacquelyn Allen Secretary
Mrs. Lashonda Walker Member
Mr. William H. Lucas Jr..... Member
Mr. Jim Keith School Board Attorney

DISTRICT LEVEL STAFF

Maurice Smith	Superintendent	339-3836
Ronda Rimmer	Supt/Board Secretary/Public Relations	339-3781
Gared Watkins, Sr.	Federal Programs Director/Asst. Supt	398-2971
Miranda Black-Williams	Federal Programs Administrative Assistant	337-6558
Bobbie Moore	PD Director/Personnel Director/ Testing Coordinator	398-2974
Xandra Brooks-Keys	Elementary Curriculum Coordinator	345-3298
Jorgell Jones	School Improvement/Curriculum	345-3298
Kenyatta McClain	Business Manager	339-3780
Ashkelon Stapleton	Payroll Clerk/Insurance	339-3840
April Crayton	Accounts Payable	339-3852
Adera Thornton	Special Education Director	398-2973
Barbara Rogers	CTE Coordinator	345-3297
Nana Fortney	Special Education Secretary	398-2972
Jerry Horn	Maintenance	339-3781
Billy Joe Hall	Technology Coordinator	339-3779
Billy J. Hall II	Technology	339-3779
Ellen Griffin	Child Nutrition Director	339-3838
Jimmy Reynolds	Transportation Director	337-3781

NORTH BOLIVAR CONSOLIDATED SCHOOL DISTRICT

POLICIES AND PROCEDURES MANUAL

CROSS-REFERENCE INDEX

I. SECTION E – BUSINESS MANAGEMENT

The Policies and Procedures Manual can be found in your school's Administrative Office and Library.

Each school year Policies and Procedures may be altered by the Board of Trustees. In such cases, amended pages will be provided for all employees at the beginning of the new year.

II. SECTION G - PERSONNEL

GA	General Section (Cf. CG) - All Employees
GAA	Goals and Objectives
GAAA	Equal Opportunity Employment - Affirmative Action Guidelines (Also see GCR)
GAAC	Hiring — Background Checks - Fingerprinting
GABE	Title I Comparability
GAC	Staff Involvement in Decision making (CF BDBB, CMAA) — Participation in Policy Formation
GACA	Orientation, Knowledge of Procedures, Responsibility for Policy Enforcement, Precedence of District Policies
GACN	Harassment
GAD	Staff Development
GADA	Staff Development — In-service Programs — Continuing Education
GADAA	Computer Literacy Requirements
GAE	Staff Complaints and Grievances
GAEA/JAA	Staff Protection
GAEA	Complaints — Procedures — Title VII, Title IX
GAMA	Child Abuse/Neglect
GAG	Staff Conflict of Interest
GAH	Community/Parent Relations

GAHA	Federal Funds - Political Activity
GAHB	Political Activities
GAHBB	Partisan Political Activities
GAHD	Employee Arrest
GAHDA	Arrest of Teacher
GJC	Gifts to Staff Members
GAIB	Solicitations of Staff Members
GAK	Personnel Records
GAL	Employment/Compensation - False Claims
GAM	Staff Rights and Responsibilities - Use of School Property
GAMD	Personnel Time Clock/Identification Badge Usage
GCQ	Retirement
GBRI	Leaves and Absences
GBRIA	Family Medical Leave Act
GBRID	Military Leave
GARIG	Vacations
GADF	Donated Leave
GADH	Jury Duty
GB	Professional/Licensed Personnel Section (Cf. CG, GA)
GBA	Professional Personnel Compensation Guides and Contracts
GBACA	Salary Deductions/Withholding Social Security
GBB/GCB	Job Descriptions – Personnel Positions
GBBA	Qualifications and Duties — Certification/License

Job Descriptions listed and coded (GBBAA, GBBAB, etc.) job-by-job

GBBAAD	Responsibility for Discipline
GBBAAE	Leaving Grounds or Duty Posts
GBBAA	Highly Qualified Teachers — No Child Left Behind Act
GBC	Recruitment
GBD	Hiring (Also see GBN, GBNA)
GBE	Professional/Licensed Personnel Assignment
GBRCA	Coaches Assignment

GBFB	Beginning Teacher Support Program
GBH	Professional Personnel Supervision
GBI	Evaluation
GBJ	Promotion
GBK	Suspension/Dismissal
GBKAR	Reduction in Staff
GBL	Paperwork Reduction
GBM	Professional Personnel Transfer
GBN	Separation-Dismissal-Decreases in Personnel Requirements-Retention or Release-RIF (also see GBN, GBNA) -Education Employment Procedures Law of 2001 — Nonrenewal
GBNA	Rules of Procedure
GBO	Resignation
GBP	Reemployment
GBQ	Retirement
GBRA	Paperwork Reduction Policy
GBRB	Time Schedules
GBRC	Work Load
GBRCA	Paperwork
GBRD	Staff Meetings
GBRE	Extra Duty (Also See GBH) — Extended Contracts
GBRF	Expenses (Cf. DJD)
GBRG	Non-school Employment
GBRGA	Consulting
GBRGB	Tutoring
GBRH	Professional Leave
GBRI	Absent from Duty
GBRIJ	Strikes
GBRJ	Substitute Teachers (Cf. IKH, H(I))
GBRL	Controlled Substances - Drugs -and Alcohol in the Workplace — Drug Free Workplace
GBRM	Smoking and Other Uses of Tobacco
GBRM-2	Drug and Alcohol Testing

GBRO	Use of Vehicles
GBS	Professional Organizations (Cf. HAH, MGA) - Meetings and Notifications
GBT	Professional Publishing
GC	Classified/Non-licensed Staff Section
GCB	Positions
GCC	Recruitment
GCD	Hiring (See GAAC)
GCDA	Employment Prior to Board approval
GCF	Orientation
GCFA	Classified Staff-Staff Development
GCH	Supervision
GCI	Evaluation (also see GBI)
GCJ	Promotion
GCM	Transfer
GCO	Resignation
GCP	Reemployment
GCR	Working Conditions — Health Examination
GCRA	Fair Labor Standards Policy
GCRF	Non-school Employment
GCS	Professional Organizations
GBRAID	Bereavement Policy
EGA	Insurance Management
JDB	Corporal Punishment
IAAA	Distance/Online Learning Policy
IAAB	Staff Conduct on Virtual Meetings
IJBD	Responsible Use of District Issued Technology
JBD	Attendance/Tardiness Policy
JGAA	Return to School During COVID-19
JRAB	Compliance with FERPA

NORTH BOLIVAR CONSOLIDATED SCHOOL DISTRICT

PERSONNEL POLICIES AND PROCEDURES

I. POLICIES FOR ALL EMPLOYEES – POSITIONS

GA

Written personnel policies for all professional/licensed and classified/non-licensed personnel are intended to be a guide for present and future employees of the **North Bolivar Consolidated School District**. These policies will establish the rules which govern the employee and the employer and are designed for the most efficient operation of the school system, covering conditions of employment, promotions, work schedules, office hours, sick leave, vacations, and retirement.

Morale and other factors that create an efficient, smooth running organization will be greatly enhanced by a thorough knowledge of these policies. The Board of Trustees of North Bolivar Consolidated School District desired that each person be fully cognizant of his/her responsibilities in the overall educational program of the district and that he/she has a feeling of security and belonging.

Each employee of the school district shall have a position description which specifies job responsibilities.

All employees of the **North Bolivar Consolidated School District** are expected to be thoroughly familiar with and actively support the enforcement of all Board of Trustees' policies and procedures, rules and regulations of the Superintendent of Schools, and rules as set forth by principals and/or immediate supervisors and in school handbooks. Policies beginning with GA coding are applicable to all employees; GB, to licensed employees; and GC, to non-licensed employees.

II. PERSONNEL GOALS AND OBJECTIVES

GAA

It shall be the policy of this district to:

Employ personnel of the highest quality, both licensed and non-licensed

To be an equal opportunity employer

To involve staff in decision making

To provide professional development opportunities through well planned staff development and allowances to attend seminars, workshops and visit other successful school districts

To provide procedures for complaints and grievances

To provide rules and regulations for personnel to base their decisions

Within constraints of the budget, to compensate employees to the extent possible

To provide procedures for an impartial hearing should an employee be recommended for termination of employment.

To assign personnel to ensure that they are utilized as effectively as possible

To develop a climate that will produce the highest staff performance, morale, and satisfaction

To recognize and reward accomplishments and distinguished service

III. Equal Opportunity Employment	GAAA
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It is the policy of **North Bolivar Consolidated School District** to provide an equal opportunity without regard to race, national origin, religion, sex, age, qualified person with disabilities or Veteran, in the educational program and activities. This includes, but is not limited to, admissions, educational services, financial aid and employment. Inquiries concerning application of this policy may be referred to the Personnel Department located in the Central Office.

LEGAL REF.: Title VII of the Civil Rights Act of 1964;
Title IX of the Educational Amendments of 1972;
Section 504 of the Rehabilitations Act of 1973;
Title II Americans with Disabilities Act.

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

Standard 2 is as follows: School Board policies that comply with state and federal statutes, rules, and regulations serve as the basis of operation for the district, and current copies of school board policies are published and available for public review. {MS Code 25-61-1 through 17; 37-9-1 through 75; 37-9-101 through 113; 37-7-301(p) (w); and Federal Civil Rights Act of 1964)

HARASSMENT PROHIBITED

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

LEGAL REF.: 1964 Civil Rights Act, Title VI; 1964 Civil Rights Act, Title VII;

Executive Order 11246, as amended; 1972 Education Amendments, Title IX; 45 CFR, Part 86; 1973 Rehabilitation Act, Section 503; 1973 Rehabilitation Act, Section 504; 45 CFR, Part 84; 29 U.S.C.A. 621, *et seq.*
Mississippi Public School Accountability Standards (2001)

CROSS REF.: Policies GACN — Sexual Harassment

GBD — Professional Personnel Hiring

GBR-P — Employees Complaints of Sexual
Discrimination/Harassment Procedures

GCRAA — Fair Labor Standards Policy

IV. HIRING PROCEDURES – ALL EMPLOYEES – BACKGROUND CHECKS
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GAAC

This school board has the power and authority to select all district personnel in the manner provided by law, and to provide for such employee fringe benefit programs including accident reimbursement plans as may be deemed necessary and appropriate by the board. (MS CODE Section 37-7-301(p) (1993)

The Superintendent of the school district shall have the power, authority and duty to enter into contracts in the manner provided by law for each assistant superintendent, principal and teacher of the School District under his/her supervision, after such assistant superintendent, principal and teachers have been selected and approved in the manner provided by law. (MS CODE Section 37-9-14 (2) (a) (1999)

LICENSED AND NON-INSTRUCTIONAL EMPLOYEES

On or before April 1 of each year, the principal of each school shall recommend to the superintendent of this 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 school board, and, unless good reason to the contrary exists, the board shall elect the employees so recommended. If, for any reason, the 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 school board as provided above.

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

If, at the commencement of the scholastic year, any licensed employee shall present to the superintendent to the superintendent a license of a higher grade than that specified in such individual's contract, such individual may, if funds are available from adequate education

program funds of the district, or from district funds, be paid from such funds the amount to which such higher grade license would have entitled the individual, had the license been held at the time the contract was executed. §37-9-17 (2001)

(a) CRIMINAL RECORDS BACKGROUND CHECK /CHILD ABUSE REGISTRY CHECK

(b) §37-9-17 (2) (2000)

Mississippi Code Section 37-9-17 mandates the following:

- a. All new hire licensed and non-licensed employees after the implementation date must have a state child abuse registry check and criminal records background check via fingerprint card.
- b. The cards will be forwarded by the school district to the Department of Public Safety which will in turn forward them to the FBI.
- c. The district may charge the applicant up to \$50.00 or may pay the fee at its discretion.
- d. Information obtained via these checks is for employment use only and cannot be disseminated.
- e. Applicants are ineligible for employment if checks disclose a guilty plea, conviction, or nolo contendere plea to a felony conviction for:
 - f. Possession or sale of drugs.
 - i. Murder, Manslaughter, or Armed Robbery.
 - ii. Rape, Sexual Battery, or sex offense as listed in Section 45-31-3 (1).
 - iii. Child Abuse, Arson, Grand Larceny, or Burglary.
 - iv. Gratification of Lust or Aggravated Assault.
- g. If the school district has hired an applicant contingent upon a background check and derogatory information is obtained, that applicant's contract is voidable at the time of the report and the applicant's contract should so state.
- h. The school board may, at its discretion, waive any convictions and hire an applicant with a criminal record based on:
 - i. Age at commission of the crime.
 - ii. Circumstances surrounding the crime.

- iii. Length of time and criminal history since the crime.
 - iv. Work history and current employment and character.
 - v. Other evidence demonstrating the ability of the person to perform the job and does not pose a threat to the health or safety of the school children.
- i. No school district or employee may be held liable in an employment discrimination suit involving this statute.
 - j. The checks are required for new hire personnel (licensed and non-licensed) after July 1, 2000. The school district may hire applicants and let them work contingent upon the successful completion of the criminal background check.

(c) CONVICTION BASED ON ERRONEOUS INFORMATION

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

NOTE: Assistance in developing rules and procedures for fingerprinting and criminal background checks may be obtained from the Office of Safe and Orderly Schools Division of School Safety at the Mississippi Department of Education (601-359-1335).

(d) NEPOTISM AND CONFLICT OF INTEREST

It shall be illegal for any superintendent, assistant superintendent, principal or other licensed employee to be elected by the school board if such superintendent, assistant 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, assistant 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. §37-9-21 (1997)

LEGAL REF.: MS CODE as cited

CROSS REF.: Policies CA —General School Administration Goals and Objectives

GBE — Professional Personnel Assignment

IB — Instructional Goals

GBP — Professional Personnel Reemployment

CGD — Administrative Personnel – Hiring

V. TITLE I COMPARABILITY

GABE

To meet the comparability requirements contained in Title I Assurances, it shall be the policy of North Bolivar Consolidated School District to adhere to the following:

- a. Maintain equivalency among schools in the allocation of teachers, administrators, and auxiliary personnel.
- b. Maintain equivalency among schools in the provision of curriculum materials and instructional supplies.
- c. Maintain a district-wide salary schedule.
- d. Allocate all resources to schools on an equitable basis based upon the projected student enrollment for the ensuing school year, the grade level of the school, the unique needs of the specific school community and the instructional program to be served.

The superintendent or his or her designee shall develop procedures for compliance with this policy and shall maintain records that are updated biennially documenting the district's compliance with this policy.

VI. STAFF DECISION MAKING/STAFF-COMMUNITY RELATIONS-

GAC

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

The School Board shall adopt and make available to all school personnel, students, and parents/guardians a code of student conduct developed in consultation with teachers, school personnel, students, and parents/guardians. The code shall be based on the rules governing student conduct and discipline adopted by the School Board and may be made available at the school level in the student handbook or similar publication.

See Policy JCB and JD.

CORPORAL PUNISHMENT

Reasonable corporal punishment of a non-disabled student is permitted as a disciplinary measure in order to preserve an effective educational environment which is free from disruption and is conducive to furthering the educational mission of the board. The superintendent shall establish and enforce rules and regulations governing the administration of corporal punishment which are consistent with the following requirements:

1. School personnel is prohibited from using corporal punishment on any student with a disability. A student with a disability is any student who has an IEP or Section 504 plan.
2. Corporal punishment shall be administered only after less stringent measures such as counseling, parental conferences and other forms of discipline have failed to produce the desired results, unless the conduct of a student is of such an extreme nature that corporal punishment is the only reasonable form of discipline under the circumstances.
3. Any corporal punishment shall be reasonable and moderate and may not be administered maliciously or for the purpose of revenge. Such factors as the size, age and condition of the student, the type of instrument to be used, and the amount of force to be used and the part of the body to be struck shall be considered before administering any corporal punishment.
4. Corporal punishment may be administered by the school principal, assistant principal, or a teacher.
5. When corporal punishment is administered, it shall be done in the presence of another school employee.

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

A public school teacher, assistant teacher, principal, assistant principal, or other school personnel shall not be granted immunity from liability for the use of corporal punishment on a student with a disability.

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

Corporal punishment means the reasonable use of physical contact by a teacher, principal or assistant principal as may be necessary to maintain discipline, to enforce a school rule, for self-protection or for the protection of other students from disruptive students. Corporal punishment in the form of paddling shall be witnessed at all times by at least one (1) school employee, and all other acts of corporal punishment, as defined herein, shall be witnessed at all times, if possible, by a school employee. ' 37-11-57 (1997)

LEGAL REF.: MS Code ' 37-11-57 and ' 11-46-9 (1) (x)
Ingraham v. Wright, 97 S. Ct. 1401 (1977)

CROSS REF.: Policies BBF — Advisory Committees to the Board
CD — Line and Staff Relations
JCB — Code of Conduct
JD — Student Discipline

VII. ORIENTATION, KNOWLEDGE OF POLICIES AND PROCEDURES RESPONSIBILITY FOR POLICY ENFORCEMENT — ALL EMPLOYEES	GACA
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All personnel of the School District are expected to be thoroughly familiar with and actively support the enforcement of all district policies and procedures adopted by the Board of Trustees and/or established by the administration.

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

In accordance with Title VII of the 1964 Civil Rights Act, as amended in 1972, Section 703, no employee in the North Bolivar Consolidated School District shall be subject to sexual harassment.

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

Complaints of violation of this policy may be made to the appropriate administrative officer or the Title IX coordinator without fear of reprisal. Should violations prove to be legitimate, the offending employee shall be subject to disciplinary action, including involuntary termination of employment.

LEGAL REF.: Title VII Civil Rights Act 1964, as amended in 1972, Section 703. 2000 et seq.

CROSS REF.: See GAEA — Staff Protection
GAEAA — Sexual Harassment

IX. Staff Development	GAD
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North Bolivar Consolidated School District shall implement a staff development plan that complies with the guidelines established by the State Board of Education. The plan shall have been prepared by a district committee appointed by the superintendent consisting of teachers, administrators and community members.

The plan shall include means of addressing needs for improvement that are determined through the evaluation of on-the-job performance. The professional development program shall include topics relevant to the teaching learning process, new methodologies, teaching to meet the individual academic and behavioral needs of students, collaborative learning, peer tutoring, values development and clarification, use of such science and social studies resources, mathematics manipulatives, discovery learning, computer-based technology, video technology and other technology and other means for every school-age child to learn and to be successful.

LEGAL REF.: Section 37-17-8, Mississippi Code of 1972

X. PROFESSIONAL DEVELOPMENT – CONTINUING EDUCATION	GADA
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This school district seeks to maintain a well-qualified professional staff and encourages its teachers to improve their individual competence through appropriate continuing education programs. The superintendent shall be responsible for developing continuing education guidelines for professional staff. The following shall be considered in developing such guidelines:

- a. Consideration of the Mississippi Professional Development Model, available from the Mississippi Department of Education;
- b. Emphasis on, and a definition of, appropriate continuing education;

- c. Categories/qualifications of professional employees to whom the guidelines will apply;
- d. Availability of funds for reimbursement of tuition and/or other costs;
- e. Factors to be used in determining if the continuing education course/program/activity qualifies for reimbursement;
- f. Application procedure for reimbursement of tuition and/or other expenses; and,
- g. Other factors as deemed appropriate for this District.

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

LEGAL REF.: MS CODE AS CITED

CROSS REF.: Policies C K — Administrative Personnel Professional Development
 GAD — Professional Staff Development

It shall be the policy of the **North Bolivar Consolidated School District** to develop, fund, and implement a program of staff development which complements and meets the needs of the district educational program and staff members and meets State Department of Education and accreditation requirements.

XI.	COMPUTER LITERACY REQUIREMENTS	GADAA
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All certified and non-certified instructional employees shall demonstrate expected knowledge of computer literacy. The district shall hold each certified and non-certified employee accountable for attending required professional development in the area of computer technology. Any employee who does not demonstrate required knowledge of computers shall be expected to participate in district-led professional development pertaining to computer application skills. Any employee who does not successfully meet district requirements or does not satisfy district needs following professional development pertaining to computer application skills can be terminated for lack of desired skills in instructional management.

LICENSED STAFF**(a) PURPOSE**

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

(b) DEFINITIONS

The following definitions shall apply in this grievance procedure:

- a. A "grievance" is a complaint by an individual based upon an alleged violation of his or her rights under state or federal law or board policy.
- b. A "grievant" is a person or persons making the complaint.
- c. The term "days" shall mean working school days and shall exclude weekends, holidays and vacation days.

(c) PROCEDURE FOR PROCESSING GRIEVANCES

Grievances shall be processed in accordance with the following procedure:

(d) Level One

- a. All grievances, as defined 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 grievant will attempt to resolve the matter informally.
- b. If the grievant is not satisfied with the action taken or the explanation given by his/her principal or immediate supervisor, the grievant shall, within five (5) days after meeting with his/her principal or immediate supervisor, file a written statement with his/her principal or immediate supervisor setting forth in detail how the grievant claims to have been discriminated against. This written statement shall contain, in addition to the above, the time, place, and nature of the alleged act or omission and the state or federal law or board policy violated. The statement must be signed by the grievant.
- c. 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.

- d. Within five (5) days after receiving the grievant's signed statement the principal or immediate supervisor shall send to the superintendent a copy of the grievant's statement, along with a statement from the principal or immediate supervisor setting forth his/her response to the grievant and/or his/her decision, as is applicable. At the same time, the principal or immediate supervisor shall also provide a copy of his/her written statement to the grievant.

(e) Level Two

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

(f) Level Three

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

NON-LICENSED STAFF

The Board of Trustees of the North Bolivar Consolidated School District adopts the following grievance procedures for non-certified personnel.

Employment decisions that adversely affect non-certified personnel may follow the grievance procedure as stated below.

- a. Appeal to immediate administrative supervisor in writing stating the grievance. The appeal is to be received by the immediate administrative supervisor within five (5) school or work days after grievance occurred.
- b. Upon receiving the written appeal the immediate administrative supervisor will schedule a conference with the person making the appeal within five (5) school or work days after receipt of appeal. After receipt of a written grievance the copy of the grievance is to be forwarded to the Superintendent of the school district.
- c. Within five (5) school or work days after the conference was held the immediate supervisor will give the decision in writing as to his/her decision with a copy forwarded to the superintendent. The decision will be hand delivered to the person making the appeal.
- d. If the grievance is not solved to the satisfaction of the person making the appeal an appeal may be made to the Superintendent of the School District by a request in writing within five (5) school or work days after receipt of the decision by the immediate administrative supervisor.
- e. Within five (5) school or work days after receipt of appeal the superintendent will schedule a conference with the person making the appeal.
- f. After a proper investigation, if necessary and within five (5) school or work days after the conference, the superintendent of the school district will issue his/her decision in writing. The written decision will be hand delivered to the person making the appeal.
- g. The decision of the Superintendent shall be final.
- h. Should a termination be involved, non-certified personnel will be given a two-weeks' notice in writing from the superintendent of the school district and the individual may be directed not to report to work during the two-week period if in the opinion of the superintendent it is in the best interest of the school district.

Also see GAEB — Section 504.

XIII. STAFF PROTECTION — HARASSMENT/ABUSE**GAEA/JAA**

The North Bolivar Consolidated School District Board directs the Superintendent to develop programs, procedures, and guidelines to promote a safe environment for teaching and learning. It shall be unlawful for any person to intimidate, threaten or coerce, or attempt to intimidate, threaten or coerce, whether by illegal force, threats of force or by the distribution of intimidating, threatening or coercive material, any person enrolled in any school for the purpose of interfering with the right of that person to attend school classes or of causing him not to attend such classes. §37-11-20 (1972)

If any parent, guardian or other person shall abuse any superintendent, principal, teacher or school bus driver or other school official while school is in session or at a school-related activity, in the presence of school students, such person shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than Ten Dollars (\$10.00) nor more than Fifty Dollars (\$50.00). §37-11-21 (1992) 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 and, upon conviction, shall be punished by a fine of not less than ten dollars (\$10.00) nor more than fifty dollars (\$50.00). §37-11-23 (1970).

The governing authorities of the municipality may, at its discretion, investigate and provide legal counsel for the defense of 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. §25-1-47 (1971)

The North Bolivar Consolidated School District affirms employee protection provided under Title VII, and therefore shall not tolerate verbal or physical conduct by any employee, male or female, which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment.

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

XIV. PROFESSIONAL PERSONNEL**GB**

Note: All personnel policies and regulations in section GB pertain to licensed personnel who are required to hold license by the State of Mississippi. Policies pertaining to licensed administrators only are coded in subcategories of the CG series, support personnel in the GC series, and para-professional personnel in the GD series.

GAAC — Hiring

GAE — Staff Complaints and Grievances

GAEAB — Employees' Complaints of Sexual Discrimination/Harassment
Procedures

**XV. EMPLOYEES' COMPLAINTS OF SEXUAL
DISCRIMINATION/HARASSMENT PROCEDURES**

GAEAA

Employees in the North Bolivar Consolidated School District are protected from sexual discrimination, including sexual harassment, by Title VII of the Civil Rights Act. It is the intent of the Board to maintain an environment free from sexual harassment of any kind. Therefore, unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature amounting to or constituting harassment are prohibited.

This complaint procedure shall provide a process for filing, processing and resolving complaints on such matters. Adherence to these procedures is mandatory. The failure of any person to follow these procedures will constitute a waiver of the right to pursue a complaint at any level, including review by the Board.

a. DEFINITIONS

- i. "Sexual harassment" exists when unwelcomed sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature meets one of the following criteria:
- 1) QUID PRO QUO HARASSMENT — Submission to such conduct is made, either implicitly or explicitly, a term or condition for an employee's assignment of duties, promotion or other work-related benefit.
 - 2) QUID PRO QUO HARASSMENT — Submission to or rejection of such conduct by an individual is used as the basis for decisions affecting that individual.
 - 3) HOSTILE ENVIRONMENT HARASSMENT — Such conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile or offensive teaching or work environment.

Also see GAEA preceding.

- ii. A "complaint" is a report by an employee which alleges that a policy or practice of the District or a practice or act of any of its employees has discriminated against the complaining employee on the basis of sex, including sexual harassment.

- iii. The "complainant" is the employee who submits a complaint.
- iv. The "respondent" is the person alleged to be responsible for the violation alleged in a complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the complaint.
- v. The "Title IX Coordinator" is the person(s) designated to coordinate the District's efforts to comply with and carry out responsibilities under state and federal laws addressing equal opportunity. The "Title IX Coordinator" will manage the complaint process for both employee complaints under this policy and student complaints under the Title IX complaint procedure.
- vi. A "day" means a working day and does not include holidays and/or weekends.

b. GENERAL RULES

- i. Since it is important that complaints be filed and processed as rapidly as possible, the number of days indicated at each step are considered to be maximum and every effort will be made to expedite the process. At any step in the complaint procedure, the time limits may be extended only when necessary under the circumstances. In no event shall these procedures be extended for more than a 90-day period.
- ii. If a review is not requested at any step within the time allotted, and if the decision at the prior step found a reasonable basis to believe that an employee has engaged in any sexual misconduct or involvement with any student under the age of 18, the Title IX Coordinator shall, immediately upon the expiration of the allotted time, submit such information to the superintendent. The superintendent shall make such information available to the appropriate District Attorney as required by district policy and Mississippi law.
- iii. Facts elicited during the complaint procedure are confidential and do not become part of a student's permanent record. A copy of documents, communications and records dealing with the processing of a complaint will be filed in a separate file as designated by the superintendent.
- iv. Facts elicited during the complaint procedure that result in adverse disciplinary action against an employee become part of that employee's personnel file.

- v. The failure of a complainant to proceed from one step to the next within the set time limits, without being granted an extension of time by the Title IX Coordinator, shall be deemed to be an acceptance of the decision previously rendered and shall eliminate any future review concerning that particular complaint.
- vi. The failure of the reviewing officer(s) to communicate his/her decision to the complainant or respondent within the time limits shall permit the complainant or respondent to proceed to the next step.
- vii. The complainant may withdraw his/her complaint at any step without reprisal. However, a complainant shall not be permitted to refile the same complaint once withdrawn unless it is within the initial time period.
- viii. No reprisal shall be invoked against complainant for filing a complaint or against any person for participation in any way in this procedure.
- ix. If the complaint is against the employee's supervisor, the complainant may go directly to the Title IX Coordinator.

PROCEDURES FOR PROCESSING A COMPLAINT

Party/Parties Involved-Action Required

- | | |
|-------------------------|--|
| A. Complaint | Within 5 days from the time a complaint becomes known, the complainant must complete and submit to the Title IX Coordinator a written "Title IX Report" form. The report must state the respondent's name, the nature and date of the alleged violation, the names of any witnesses to such alleged violation and requested action. Forms shall be available from all principals' offices and from the Title IX Coordinator. |
| B. Title IX Coordinator | Within 2 days from receipt of the written complaint, the Title IX Coordinator shall notify the Respondent. |
| C. Respondent | <p>Within 5 days, the Respondent shall be required to respond in writing to the Title IX Coordinator, as follows;</p> <ol style="list-style-type: none"> 1. Confirm or deny the facts as alleged; 2. Indicate acceptance or rejection of the complainant's requested action; or 3. Outline alternative actions. |

- D. Title IX Coordinator Within 5 days from receipt of the respondent's response, the Title IX Coordinator shall provide an initial response to the complainant and respondent, stating initial conclusions of fact and proposed action, if any.
- E. Complainant or Respondent Within five (5) days of receiving the initial response, the complainant or respondent may request, in writing, a hearing on the matter.
- F. Title IX Coordinator Upon receipt of a written request for hearing, the Title IX Coordinator shall schedule a hearing to be held within 5-10 days before an unbiased panel of 3-5 District employees. The Title IX Coordinator shall give written notice of such hearing to the complainant, respondent, student's principal or employee's supervisor, superintendent and other appropriate witnesses if applicable
- G. Title IX Coordinator, Grievant, Title IX Hearing Panel Within 5-10 days of the receipt of the written request for a hearing by the Title IX Coordinator, a hearing shall be before an unbiased panel of 3-5 District employees. The Title IX Coordinator shall facilitate the hearing, at which the following rules shall apply:
1. The hearing shall be informal and the legal rules of evidence and procedure shall not apply.
 2. The complainant and respondent shall be permitted to submit written evidence and to bring witnesses before the panel.
 3. The Title IX Hearing Panel members may question any witnesses brought before them.
 4. The complainant and respondent shall be permitted to make a statement before the panel and may be permitted to examine their witnesses and to cross-examine witnesses actually presented by the other parties.
 5. Representation of the complainant or respondent by other individuals shall not be permitted.
 6. The Title IX Coordinator shall create and maintain a record of the hearing which shall include the names of all witnesses, all investigation reports, a summary of all witness testimony and all documentary evidence.

- H. Title IX Hearing Panel Within five (5) days after the hearing, the Title IX Hearing Panel shall issue a written decision which shall include findings of fact and recommended action.
- I. Title IX Coordinator Upon receipt of the decision of the Title DC Hearing Panel, the Title DC Coordinator shall provide a copy of such decision to the complainant, respondent, the employees' supervisors and superintendent.
- J. Complainant or Respondent If the complainant or respondent is not satisfied with the decision, he/she may request a review by the superintendent. The request for such review must be made in writing to the Title IX Coordinator within five (5) days of receipt of the panel's decision.
- K. Title IX Coordinator Upon receipt of a request for review by the superintendent, the Title IX Coordinator shall notify the superintendent of such request and submit to the superintendent the record of the hearing, the panel decision and all related documents.
- L. Superintendent Within ten (10) days of notice of request for review, the superintendent shall review the record and panel decision and shall issue a decision. The superintendent shall have his/her decision provided to the Title IX Coordinator, complainant, respondent and the employee's supervisors within the ten (10) day period.
- M. Complainant or Respondent Within five (5) days of the receipt of the superintendent's decision, if dissatisfied with the decision, the complainant or respondent must submit a written request for review by the School Board to the Title IX Coordinator.
- N. Title IX Coordinator Upon receipt of the request for review, the Title IX Coordinator must schedule a review before the governing School Board to be held at the Board's next regular or special meeting, but in no event more than thirty (30) days from such request. The Title IX Coordinator shall provide the Board members with copies of the hearing record, all investigation reports, the panel decision, the superintendent's decision and all related documents.

- O. School Board, Title IX Coordinator, Complainant, and Respondent
 Within thirty (30) days of the request for review, the Board shall review the hearing record, all investigation, all reports, the panel decision, the superintendent's decision and all related records. The review is not a hearing and no party has the right to present further witnesses or other evidence or to examine any witness or party. However, the Board may, in its discretion, permit statements of limited duration from the respondent or his/her representative. All usual rules of Board procedure shall apply. Furthermore, the Board may, in its discretion, require that the review be conducted in closed or executive session.

- P. School Board
 Within ten (10) days of the review, the Board shall issue a final written decision. The Board may concur in the findings of the superintendent and direct that the recommended actions be taken or may make alternative findings and direct appropriate actions be taken by the superintendent or other appropriate administrator. The decision of the Board is final.

XVI. Reporting Child Abuse/Neglect

GAMA

Child abuse should be suspected when a child shows such physical signs as bruises, scars and burns; as injuries which might have resulted from being beaten; or shows other indications of cruel and abusive treatment.

Child neglect exists when a child is discovered to be in any one or a combination of these situations: abandonment, poorly clothed, ill fed, ill without medical attention, overworked or otherwise exploited, and lacking love, care, guidance, and protection.

Any public school employee or any other person having reasonable cause to suspect that a child is a neglected child or an abused child shall cause an oral report to be made immediately by telephone or otherwise and followed as soon thereafter as possible by a report in writing to the Department of Human Services, and immediately a referral shall be made by the Department of Human Services to the intake unit and where appropriate to the youth court prosecutor. Upon finding evidence that a child has been abused and that the abusive act would be a felony under state law, the Department of Human Services shall promptly notify the law enforcement agency in whose jurisdiction the abuse occurred and the district attorney's office. The report to the law enforcement agency shall be made by telephone or otherwise immediately after the report is substantiated, and the report to the district attorney shall be made in writing within seventy-two (72) hours.

Any report to the Department of Human Services shall contain the names and addresses of the child and his/her parents or other persons responsible for his/her care, if known, the child's age, the nature and extent of the child's injuries, including any evidence of previous injuries, and any other information that might be helpful in establishing the cause of the injury and the identity of the perpetrator.

Reports of abuse and neglect and the identity of the reporter are confidential except when the court in which the investigation report is filed, in its discretion, determines the testimony of the person reporting to be material to a judicial proceeding.

LEGAL REF.: Sections 43-21-353, 43-21-355, Mississippi Code of 1972

XVII. STAFF CONFLICT OF INTEREST

GAG

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

It shall be unlawful for any member of the Board of Trustees of any school district, any member of the county board of education, the county Superintendent of Schools or any superintendent, principal, teacher, or employee of a county board of education or any school district to have or own any direct or indirect interest individually or as agent or employee of any person, partnership, firm or corporation in any contract made or let by the county board of education, the county Superintendent of Schools or the Board of Trustees of the school district for the construction, repair, or improvement of any school facility, the furnishing of any supplies, materials, or other articles, the doing of any public work or the transportation of children or upon any subcontract arising therefrom or connected therewith in any manner. The Board of Trustees of any school district shall be authorized to contract with a teacher or school district employee to perform extra work without being in violation of the provisions of this section. The Board of Trustees shall make a case by case determination of the possible conflicts of interest arising from any extra work contracts and such decision by the board shall be final. Any contract entered into in violation of the provisions of this section shall be void and of no effect. Any person who shall authorize or enter into any contract in violation of the provisions hereof, or who shall knowingly or willfully pay out or receive any money upon any such contract shall be civilly liable for the amount so paid or received, and, in the case of an official who has furnished a bond, the surety upon such bond shall likewise be liable for such amount. In addition thereto, any person who shall violate the provisions of this section shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00), or by imprisonment in the county jail not less than thirty (30) days nor more than ninety (90) days, or by both such fine and imprisonment, in the discretion of the court. §37-11-27 (1989)

The following definitions apply in this policy 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 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/she is associated" means any business of which a public servant or his/her 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/she or his/her relative derives more than one thousand dollars (\$1,000.00) in annual income or over which such public servant or his/her 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. §25-4-103 (1992)
- s. No public servant 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.
- t. No public servant shall be interested, directly or indirectly, during the term for which he/she 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/she may be or may have been a member.
- u. No public servant shall:
 - i. Be a contractor, subcontractor or vendor with the governmental entity of which he/she is a member, other than in his/her 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/she is a member.
 - ii. Be a purchaser, direct or indirect, at any sale made by him/her in his/her official capacity or by the governmental entity of which he/she 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.

- iii. 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/she is an officer or employee.
 - iv. Perform any service for any compensation during his/her term of office or employment by which he/she attempts to influence a decision of the authority of the governmental entity of which he/she is a member.
 - v. Perform any service for any compensation for any person or business after termination of his/her office or employment in relation to any case, decision, proceeding or application with respect to which he/she was directly concerned or in which he/she personally participated during the period of his/her service or employment.
- v. Notwithstanding the provisions of subsection (3) of this section, a public servant or his/her relative:
- i. 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.
 - ii. May be a contractor or vendor with any authority of the governmental entity other than the authority of the governmental entity of which he/she 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/she is a member, officer, employee or agent where such contract is let to the lowest and best bidder after competitive bidding and three (3) or more legitimate bids are received or where the goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases law.
 - iii. May be a subcontractor with any authority of the governmental entity other than the authority of the governmental entity of which he/she 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/she 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 law.

- iv. May be a contractor, subcontractor or vendor with any authority of the governmental entity of which he/she 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/she is a member, officer, employee or agent: (1) where such goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases law; or (ii) where the contractual relationship involves the further research, development, testing, promotion or merchandising of an intellectual property created by the public servant.
- v. May purchase securities issued by the governmental entity of which he/she 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.
- vi. May have an interest less than a material financial interest in a business which is a contractor, subcontractor or vendor with any governmental entity.
- vii. May contract with the Mississippi Veterans 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.
- viii. 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.
- ix. 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/she is an officer or employee.
- w. No person may intentionally use or disclose information gained in the course of or by reason of his/her 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.

- x. 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.
- y. Any person violating the provisions of this section shall be punished as provided for in Sections 25-4-109 and 25-4-111. §25-4-105 (1994)

Also see CGD, CP, CEC

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

LEGAL REF.: MS Code 37-7-337
Mississippi Public School Accountability Standards (2001)

CROSS REF.: Policy KCB — Community Involvement in Decision making

XIX. FEDERAL FUNDS – POLITICAL ACTIVITY	GAHA
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Federal funds cannot be used for partisan political activity of any kind by any person or organization involved in the administration of federally-assisted programs.

XX. POLITICAL ACTIVITY OF STAFF MEMBERS	GAHB
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Employment by the **North Bolivar Consolidated School District** in no way infringes on an individual's right of citizenship which may involve registering, discussing political issues, voting, campaigning for candidates or issues, running for or serving in public office, and participating on a committee or board which seeks to serve the welfare of the community.

Political activities or actions disruptive to the learning environment shall not be engaged in while an employee is officially carrying out assigned duties.

These political activities should not:

- a. Take place during the period of time in which employees are performing services for the school system.

- b. Involve the use of school monies, materials or facilities.
- c. Make use of an official position to encourage or to coerce students or other employees of the system to support in any way a political party, candidate or issue.

All students, speakers, and visitors are expected to abide by this policy. Principals, teachers or students inviting guests to speak at the school should inform the guests of the Board policy of nonsectarian and on-partisan political activity.

XXI. PARTISAN POLITICAL ACTIVITIES

GAHBB

Public funds cannot be used for political activity of any kind by any person or organization involved in the [ministration of public school assisted programs.

The Board of Education of the School District recognizes the right of every employee to vote as he/she chooses and to express his/her opinions on political subjects and candidates.

XXII. EMPLOYEE ARREST

GAHD

An employee who is arrested or charged with a felony or misdemeanor is required to notify his or her immediate supervisor and the superintendent as soon as possible but not later than within 24 hours. Failure to report such incidents may result in disciplinary action up to and including termination.

XXIII. ARREST OF TEACHER

GAHDA

- a. Except as provided in subsection (2) of this section, before an arrest warrant shall be issued against any teacher who is a licensed public school employee as defined in Section 37-9-1 for a criminal act, whether misdemeanor or felony, which is alleged to have occurred while the teacher was in the performance of the teacher's official duties, a probable cause hearing shall be held before a circuit court judge. The purpose of the hearing shall be to determine if adequate probable cause exists for the issuance of a warrant. All parties testifying in these proceedings shall do so under oath. The accused shall have the right to enter an appearance at the hearing, represented by legal counsel at his/her own expense, to hear the accusations and evidence against him/her; he may present evidence or testify in his/her own behalf.

The authority receiving any such charge or complaint against a teacher shall immediately present same to this county prosecuting attorney having jurisdiction who shall immediately present the charge or complaint to a circuit judge in the judicial district where the action arose for disposition pursuant to this section.

- b. Nothing in this section shall prohibit the issuance of an arrest warrant by a circuit court judge upon presentation of probable cause, without the holding of a probable cause hearing, if adequate evidence is presented to satisfy the court that there is a significant risk that the accused will flee the court's jurisdiction or that the accused poses a threat to the safety or well-being of the public.

This act shall take effect and be in force from and after July 1, 2001.

Ref: §99-3-28

XXIV. GIFTS TO STAFF MEMBERS

GJC

Pupils, parents and other patrons of the district shall be discouraged from the routine presentation of gifts to district employees.

When a pupil feels a spontaneous desire to present a gift to a staff member, the gift shall not be elaborate or unduly expensive.

The board shall consider as always welcome, and in most cases more appropriate than gifts, the writing of letters to staff members expressing gratitude or appreciation.

This shall not be interpreted as intended to discourage acts of generosity in unusual situations, and simple remembrances expressive of affection or gratitude shall not be regarded as violations of this rule.

Employees shall not act as agents or accept commissions, royalties, or other awards for books or other school materials, for the selection or purchase of which they may influence.

Also see KHD.

XXV. SOLICITATIONS OF STAFF MEMBERS
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GAIB

No individual or group of individuals shall be permitted to solicit from employees or students during working hours unless an exception is made by the Superintendent.

The board approves the use of payroll deductions for contributions to the United Way. Contributions are strictly voluntary.

A list of school employees and/or students shall not be made available to salesmen or organizations for the purpose of solicitation.

Schools or organizations within schools may sell commercial products for related club or organizational activities during non-instructional hours with the approval of the principal.

Excluded from these regulations are fees collected from students as provided by the board, PTA/PTSA approved projects, cafeteria operations, and faculty and staff projects, non-involving students, which are initiated by and for the members.

XXVI. EMPLOYMENT/COMPENSATION – FALSE CLAIMS

GAL

It shall be grounds for immediate dismissal for any employee to make a false statement or representation knowing it to be false, or willfully to fail to disclose a material fact for the purpose of obtaining or increasing any benefit under the Mississippi Employment Security Law, Workers' Compensation Rules and Regulations, and other employment benefits.

LEGAL REF.: Sections 71-5-19, 71-2-513, Mississippi Code of 1972

XXVII. STAFF RIGHTS AND RESPONSIBILITIES – USE OF SCHOOL PROPERTY

GAM

School property cannot be loaned to employees for personal use without permission of the Superintendent.

XXVIII. LEAVES AND ABSENCES

GBRI

ILLNESS/SICK LEAVE

(a) CERTIFIED/LICENSED

A full-time teacher, teacher assistant, and/or administrator shall start each school year with 9 days for sick leave.

The accumulation of days is unlimited if the teacher, teacher assistant, and/or administrator remains employed in the same school district. (State Law)

Two (2) of the sick leave days may be used for personal business with prior approval of the principal. Such personal leave shall not be taken on the first day of the school term, the last day of the school term, on a day previous to a holiday, or a day after a holiday. Licensed personnel may carry over personal leave up to five (5) days.

Teachers and/or administrators who serve for periods less than contract year shall be entitled to the above sick leave in ratio to the number days served to the days of service required for that contract period. This ratio shall be computed at the rate of one day for each twenty days of service.

For the first ten (10) extended leave (substitute pay) days of absences of the certificated employee because of illness or physical disability, in any school year, in excess of the sick leave allowance credited to such certificated employee, there may be deducted from the pay of such certificated employee the established substitute amount of certificated employee

compensation paid in the school district, necessitated because of the absence of the certificated employee as a result of illness or physical disability. Thereafter, the regular pay of such absent certificated employee may be suspended and withheld in its entirety for any period of absence because of illness or physical disability during that school year. The extended leave days must have **prior approval** of the superintendent and the request must be put in writing to the superintendent's attention **before** any extended leave is granted. Extended leave is to be requested only after all sick leave and/or donated leave has been used and may be granted only once during the school year regardless of whether all twenty (20) days are used.

Teachers and/or administrators who are absent for four (4) or more consecutive school days, or for two (2) consecutive school days immediately preceding or following a non-school day shall furnish the certificate of a physician or dentist or other medical practitioner as to the illness of the absent employee.

Sick leave shall cover absences due to the employee's illness or death or critical illness in the employee's immediate family, which shall include father, mother, father-in-law, mother-in-law, brother, sister, wife, husband, children, or other relative whose regular residence is in the home of the employee.

The Superintendent may, in extraordinary cases of illness, injury, or bereavement, include other family members or close friends.

XXIX. PERSONNEL TIME CLOCK/IDENTIFICATION BADGE USAGE

GAMD

Each employee will be issued an identification badge. The badge will be worn visibly during the hours such employee is on duty, or on campus.

Should an employee lose his/her badge, such employee should report to the Central Office Administrative Building to report the badge lost. The employee will be responsible for the \$5.00 replacement cost of the badge.

All classified (non-exempt) employees will clock in and out as directed by their supervisors. All classified personnel will be expected to comply with duty hours established by the administration and/or the Board of Trustees and clock in and out accordingly. **Time Edits should not exceed 3 per pay period.** Classified personnel will only be allowed to work overtime by obtaining prior written permission from the Superintendent.

Classified personnel must clock in/out for themselves. Under no circumstances will any non-supervisory personnel be allowed to clock another classified individual in or out, unless prior approval is given by the superintendent.

The consequences of clocking another individual in/out or being clocked in or out by another individual will be:

- First Offense - written warning
- Second Offense - suspension without pay for no more than three (3) days

- Third Offense - termination

Any time a classified individual leaves his/her work site, he/she must clock out and upon his/her return to work, clock back in.

The consequences of any district employee not clocking in or out will be:

- First Offense - warning
- Second Offense - written warning
- Third Offense - dismissal for the day without pay

XXX. RETIREMENT	GCCQ
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All employees shall be retired from public employment under such conditions and provisions established by the Public Employees Retirement System (PERS). Section 25-11-101 et seq.

Legal Ref: Mississippi Code, as cited above

(a) NON-CERTIFIED

All full-time non-certified personnel shall begin each school year with 9 days for sick leave.

Two (2) of the sick leave days may be used for personal business with prior approval of the supervisor. Such personal leave shall not be taken on the first day of the school term, the last day of the school term, on a day previous to a holiday, or a day after a holiday.

Non-certified personnel who serve for periods less than a period of employment as listed above shall be entitled to the above sick leave in ratio to the number of days served to the days of service required for that employment period. This ratio shall be computed at the rate of one day for each twenty days of service. Provided, however, no new employee shall be entitled to the above sick leave during the first three months of employment by the district. After three months of employment the above sick leave shall apply.

Non-certified personnel who are absent for four (4) or more consecutive school days, or for two (2) consecutive school days immediately preceding or following a non-school day shall furnish the certificate of a physician or dentist or other medical practitioner as to the illness of the absent employee.

Sick leave shall cover absences due to the employee's illness or death or critical illness in the employee's immediate family which shall include father, mother, sister, wife, husband, children, or other relative whose regular residence is in the home of the employee.

The Superintendent may, in extraordinary cases of illness, injury, or bereavement, include other family members or close friends.

(b) PROCEDURES ON ABSENCES

A report of Staff Absence Form for all staff members, both certified/licensed and classified, is due within five (5) days of each absence. It is the responsibility of each employee to see that this is done.

For absences due to personal illness and family illness, a doctor's excuse must be attached to the absence form when submitted to the Central Office if the absence is for two (2) days preceding or following a non-school day or for four (4) consecutive days. Failure to attach a doctor's excuse may result in salary deduction for the number of days missed. A letter requesting that the absence be covered must be attached to the absence form when referring to Policy GARI where "the Superintendent may, in extraordinary cases, include other family members of close friends."

Extended personal illness is determined by the Superintendent and the absence form must always be accompanied by a doctor's excuse. In the case of extended illness, the doctor's excuse is preferred prior to the illness, if possible.

If personal business is taken on any days, not in accord with policy, the salary will be deducted but the day will not count against the employee. Salary deduction will be made for any personal business days used in excess of the two (2) allocated but the days will not count against the employee.

(c) **NON-CERTIFIED PERSONNEL — PERSONAL BUSINESS LEAVE AWARDS**

Non-certified staff member with no absences will be awarded one additional personal business day to be used during the school year. This day will not carry over to the next year. In order to be eligible for this additional personal business day, the employee must be a full-time employee who worked the entire school year during the previous school year.

Non-certified staff members with one absence will be awarded one-half additional personal business day to be used during the school year. This half-day will not carry over to the next year. In order to be eligible for this additional half-day of personal business leave, the employee must be a full-time employee who worked the entire school year during the previous school year.

This day/one-half day can be used only with prior approval by the principal and cannot be taken the day before or the day after a school holiday in accordance with Board policy concerning the use of personal business days.

NATIONAL BOARD CERTIFICATION PROFESSIONAL LEAVE

Each certificated employee, with prior permission of the Superintendent may appeal to the Board of Trustees for up to and no more than three (3) days of professional leave allowance, with pay, for absences caused by attendance in professional training or in preparation for National Board Certification. Eligible certificated employees must have met all requirements for and be in the process of attaining National Board Certification prior to approval for professional leave allowances. Such professional leave allowances shall not be taken on the first day of the

school term, the last day of the school term, on a day previous to a holiday or a day after a holiday.

XXXI. FAMILY MEDICAL LEAVE ACT

GBRIA

Due to the complexity of the Family Medical Leave Act (FMLA) and because it involves consideration of the district's leaves and absences policy and practices, along with the Americans with Disabilities Act (ADA), the Fair Labor Standards Act (FLSA), the Consolidated Omnibus Budget Reconciliation Act (COBRA) and parts of the Internal Revenue Code relating to group health plans and cafeteria plans, all federal anti-discrimination laws and applicable state laws, it is not practical to cover every section of the FMLA. Each request for leave must be evaluated individually due to myriad combinations of circumstances and medical conditions one may have to consider. North Bolivar Consolidated School District has a competent analysis of the rules, regulations and guidelines of the FMLA to review while evaluating individual requests for leave under FMLA. The district will act in good faith in answering questions from employees about their rights and responsibilities under the FLMA. However, North Bolivar Consolidated School District attorney will always be consulted when there is uncertainty.

The North Bolivar Consolidated School District shall be in compliance with all requirements of the Family Medical Leave Act in regard to posting and notice requirements, provision of information to staff members through district publications, and other regulations affecting staff.

a. **GENERAL REQUIREMENTS**

i. **Definitions:**

- 1) "Eligible employee" — any employee who works for a school district employing more than 50 people within a 75 mile radius of the employee's work site and who has been employed for at least 12 months by the school district and who also has provided at least 1250 hours of service during the 12 months before leave is requested.
- 2) "Spouse" — a husband or wife as defined or recognized under State law for purposes of marriage, including common law marriage in states where it is recognized.
- 3) "Son or daughter" — biological, or adopted, or foster child, a step child, legal ward, or a child of a person standing in loco parentis under the age of 18, and children above the age of 18 who are incapable of self-care because of mental or physical disability.

- 4) "Parent" — eligible employee who has actual day-to-day responsibility for caring for a child ("son or daughter"), even if the employee does not have a biological or legal relationship to that child, to include a father as well as a mother.
- 5) "Serious health condition" — an illness, injury, impairment, or physical or mental condition involving either inpatient care or continuing treatment by a health care provider.

ii. Leave Requirement

- 1) An eligible employee is entitled to twelve (12) unpaid work weeks of leave during any fiscal year period under the Family Medical Leave Act. However, any available paid leave must be used concurrently with Family Medical Leave.
- 2) Leave taken under the provisions of the Act may be for the following three (3) reasons:
 - a) Because of the birth or placement for adoption or foster care of a child, only within 12 months of that birth or placement;
 - b) Because of the serious health condition of a spouse, child, or parent;
 - c) Because of the employee's own serious health condition.
- 3) Sons and daughters in the employment of this school district are eligible for leave to care for a parent provided their aggregate leave is limited to 12 weeks.
- 4) Spouses employed by this school district are both entitled to take leave to care for a newly arrived child or sick parent provided their aggregate leave is limited to 12 weeks. If leave is requested because of the illness of a child or of the other spouse, each spouse is entitled to 12 weeks leave.

- 5) If an eligible employee wishes to take intermittent leave and that leave would cause the employee to be absent from the classroom or instructional program for more than twenty (20) percent of the time, the school district may require the employee either to take continuous leave throughout the treatment period or to be placed in an existing equivalent position that would not be disruptive to the classroom or instructional program.
- 6) In the case of leave requested for birth or placement of a child, an eligible employee must provide the superintendent written notice thirty (30) days in advance of the date on which the leave would begin. If the employee is unable to provide thirty (30) days written notice, he/she must provide such written notice as is practicable.
- 7) In the case of leave requested for a serious medical condition, if the leave is foreseeable based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operation of the classroom or instructional program and provide the superintendent written notice thirty (30) days in advance of the treatment, or, if the treatment is less than thirty (30) days, such written notice as is practicable.
- 8) An eligible employee may be required to extend leave through the end of a semester if he/she would otherwise have returned within the last two (2) or three (3) weeks of the semester's end depending on the date on which the leave commenced and the duration of the leave.

The North Bolivar Consolidated School District will continue to pay the same share of the cost of group health benefits as has normally been paid. The employee must continue paying for his/her share of the premiums (if applicable) as well, for coverage to continue.

b. REQUIRED CERTIFICATION

- i. Eligible employees shall provide the superintendent certification of a serious health condition for his/her own serious health condition or that of a family member. The certification, to be signed by the health care provider, shall be attached to the required written notice or submitted in a timely manner which shall be no more than three (3) working days after

providing written notice. No leave period may begin without the approval of the superintendent or his/her designee. No approval shall be granted by the superintendent without the required written notice and certificate.

- ii. The certificate is to include the following;
 - 1) The date on which the serious health condition in question began;
 - 2) The probable duration of the condition;
 - 3) Appropriate medical facts regarding the condition;
 - 4) A statement that the employee is needed to care for a spouse, parent, or child (along with estimate of the time required) or that the employee is unable to perform his/her functions, and, in the case of intermittent leave, the duration of treatment to be given;
 - 5) Signature of health care provider.
- iii. The school district may require that a second opinion be obtained at the employee's own expense. The 'second opinion may not be provided by a health care provider employed by this school district. In the event of conflicting opinions, the school district may pay for a third and final provider to offer a binding decision.
- iv. The school district may require subsequent written recertification on a reasonable basis.

c. **EMPLOYMENT BENEFITS PROTECTION**

- i. An employee who completes a period of leave and has complied fully with the terms of this policy shall be returned either to the same position he/she had before the taking of leave or to a position which is genuinely equivalent (as comparable or similar job) in pay, benefits, and other terms and conditions of employment.
- ii. Taking of leave shall not result in the loss of any previously accrued seniority or employment benefits. Except for health benefits, no other benefits will accrue during the leave period.
- iii. The **North Bolivar Consolidated School District** will continue to pay the same share of the cost of group health benefits as has normally

been paid. The employee must continue paying for his/her share of the premiums (if applicable) as well as for coverage to continue.

The **North Bolivar Consolidated School District** shall not interfere with or restrain an eligible employee's right to exercise the provision of this policy.

Legal Ref.: MS Code, §37-7-307
Family Medical Leave Act

XXXII. MILITARY LEAVE

GBRID

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

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

XXXIII. VACATIONS

GARIG

Section I: WHO MAY EARN VACATION

Employees become eligible for vacation benefits upon commencement of employment in a 240-or-more-days position. Benefits are accrued based on the anniversary date of the **North Bolivar Consolidated School District** employment. Beginning with the first full year of employment in a 240-or-more-days position, the employee earns ten (10) vacation days each year.

Section II: USE OF EARNED VACATION DAYS

Requests for use of vacation days must be made in writing and approved by the appropriate supervisor at least twenty-four (24) hours prior to the beginning of the desired absence.

Section III: TERMINATION OF EMPLOYEES PRIOR TO RETIREMENT

If an employee is separated from the school district, voluntarily or involuntarily, unused leave shall be counted as creditable service for the purpose of the Public Employees Retirement System of Mississippi (PERS)

Section IV: TERMINATION OF EMPLOYMENT AT RETIREMENT

Upon termination of employment, unused leave days for which the employee is entitled to full pay may be counted as creditable service for purposes of the retirement system to the extent

provided in Section 25-11-103 of the Mississippi Code and the policies of the Public Employees Retirement System.

LEGAL REF.: Sections 37-7-307, 25-11-103, Mississippi Code of 1972

TWELVE-MONTH NONCERTIFIED

Custodian and maintenance personnel who are on a twelve-month basis shall be allowed ten (10) days for vacation. Custodians who are on a ten-month basis shall not be allowed any time for vacation.

XXXIV. DONATED LEAVE POLICY

GADF

Any employee of the North Bolivar Consolidated School District may donate a portion of his or her unused accumulated personal leave or sick leave to another employee of the North Bolivar Consolidated 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:

1. 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.
2. 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.
3. An employee must have exhausted all of his or her available 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.
4. 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.
5. 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 within the meaning of this section.
6. 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.

7. Donated leave shall not be used in lieu of disability retirement.

For the purpose of this policy:

1. "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.
2. "Immediate family" means spouse, parent, stepparent, sibling, child or stepchild, grandparent, stepbrother, or stepsister

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

LEGAL REF.: MS CODE Section 37-7-307

CROSS REF.: Policy GBRI Absence from Duty

XXXV. JURY DUTY**GADH**

This school board shall provide leave with pay for employees who serve as witnesses under subpoena and or on juries. The school board cannot recover jury fees from employees who serve on juries.

Absences for Jury Duty are not counted against an employee, but the Report of Staff Absence form must be accompanied by a copy of the Summons of Jury Duty when submitted to the Central Office.

See generally 41 U.S.C. § 8103

XXXVI. PROFESSIONAL PERSONNEL COMPENSATION GUIDES/CONTRACTS**GBA****(a) DEFINITION: YEAR OF TEACHING EXPERIENCE**

The term "year of teaching experience" shall mean nine (9) months of actual teaching in the public or Private schools of this or some other state. In no case shall more than one (1) year of teaching experience be given for all services in one (1) calendar or school year. In determining a teacher's experience, no deduction shall be made because of the temporary absence of the teacher because of illness or other good cause, and the teacher shall be given credit therefor. The State Board of Education shall fix a number of days, not to exceed twenty-five (25) consecutive school days, during which a teacher may not be under contract of employment during any school year and still be considered to have been in full-time employment for a regular scholastic term. If a teacher exceeds the number of days established by the State Board of Education that a teacher may not be under contract but may still be employed, that teacher shall not be credited with a year of teaching experience. If a full-time school administrator returns to actual teaching in the School District, the term "year of teaching experience" shall include the period of time he or she served as a school administrator. §37-151-5 (2003)

(b) LEVEL OF PAY

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

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

(c) CONTRACT REQUIRED

The Superintendent shall enter into a contract with each licensed employee and person anticipating, graduation from an approved teacher education program or the issuance of a proper license before October 15 or February 15, as the case may be, who is elected and approved for employment by the School Board. Such contracts shall be in such form as shall be prescribed by the State Board of Education and shall be executed in a duplicate with one (1) copy to be retained by the appropriate superintendent and one (1) copy to be retained by the licensed employee or person recommended for a licensed position contracted with. The contract shall show the name of the district, the length of the school term, the position held, the scholastic years which it covers, the total amount of the annual salary and how same is payable. The amount of salary to be shown in such contract shall be in the amount which shall have been fixed and determined by the School Board but as to licensed employees paid in whole or in part with adequate education program funds, such salary shall not be less than that required under the provisions of Chapter 19 of this title. The contract entered into with any person recommended for a licensed position who is anticipating either graduation from an approved teacher education program before September 1 or December 31, as the case may be, or the issuance of a proper license before October 15 or February 15, as he case may be, shall be a conditional contract and shall include a provision stating that the contract will be null and void, if as specified in the contract, the contingency upon which the contract is conditioned has not occurred. If any licensed employee or person recommended for a licensed position who has been elected and approved shall not execute and return the contract within ten (10) days after same has been tendered to him for execution, then, at the option of this school board, the election of the licensed employee and the contract tendered to him shall be null and void and of no effect. §37-9-23 (1998)

(d) LENGTH OF CONTRACT

This School Board has the power and authority, in its discretion to employ licensed employees for not exceeding three (3) scholastic years. In such case, contracts shall be entered into with such licensed employees for the number of years for which they have been employed. All such contracts with licensed employees shall for the years after the first year thereof be subject to the contingency that the licensed employee may be released if, during the life of the contract, the average daily attendance shall decrease from that existing during the previous year and thus necessitate a reduction in the number of licensed employees during any year after the first year of the contract. However, in all such cases the licensed employee must be released before July 1 or at least thirty (30) days prior to the beginning of the school term, whichever date should occur earlier. The salary to be paid for the years after the first year of such contract shall be subject to revision, either upward or downward, in the event of an increase or decrease in

the funds available for payment thereof, but, unless such salary is revised prior to the beginning of a school year, it shall remain for such school year at the amount fixed in such contract. However, where school district funds, other than adequate education program funds, are available during the school year the salary to be paid for such year may be increased to the extent that such additional funds are available and nothing herein shall be construed to prohibit same. §37-9-25 (1997)

(e) OTHER CONSIDERATIONS

In employing and contracting with licensed employees, this School Board shall in all cases determine whether the amount of salary to be paid such licensed employee is in compliance with the provisions of Chapter 19 of this title. No contract shall be entered into where the salary of a licensed employee is to be paid in whole or in part from adequate education program funds except where the requirements of said chapter as to the amount of such salary are fully met. Nothing herein shall be construed, however, to prohibit this school district from increasing the salaries of licensed employees above the amounts fixed by said chapter, provided that the amount of such increase is paid from funds available to this district other than minimum program funds. §37-9-33 (1997)

(f) FIXING OF SALARY

The amount of the salary to be paid any licensed employee shall be fixed by this School Board, provided that the requirements of Chapter 19 of this title are met as to licensed employees paid in whole or in part from adequate education program funds. In employing such licensed employees and in fixing their salaries this School Board shall take into consideration the character, professional training, experience, executive ability and teaching capacity of the licensed employee. §37-9-37 (1997)

The annual salaries so fixed shall be made payable in equal monthly or, within the discretion of this School Board, in equal semi-monthly installments for the number of scholastic months for which the school is to be operated. However, the Superintendent of Schools at the request of the licensed employee being contracted with, shall make such salary payable in equal monthly or semimonthly installments for a period of months in excess of the number of months for which the school is to be operated, but not exceeding twelve (12) months. If the contract is based on the number of scholastic months for which the school is operated, the monthly payments shall be made on the last regular school day of each calendar month or semi-monthly payments shall be made on the 15th of the month or the last working day prior to the 15th except for the month of December, provided, however, that the last monthly payment may, at the discretion of this School Board, be made on the last day of the scholastic term when such licensed employee has completed his or her assigned responsibilities. - If the contract is based on a period of months in excess of the number of months for which the school is to be operated, the first such payment shall be made on the last regular school day of each calendar month thereafter for the number of months provided by the contract, provided, however, if the last scholastic month ends during the calendar month or in months when school is not in session, payment shall be made on what would have been the last regular school day of the month if school were in session. A licensed employee who completes the entire scholastic year shall be entitled to payment for the full

number of monthly payments provided by the contract without regard to his activity at the time when his services are not required by the school. If a licensed employee is released during the school term by agreement between the School Board and such licensed employee, then such licensed employee shall be entitled to such proportion of the annual salary as the time which he shall have taught shall bear to the total school term, and any balance which may be him shall be paid at such time as the Board may determine, but not later than the close of the then current scholastic year. Provided further, that upon written request when entering into an employment contract, personnel may, within the discretion of this School Board, be paid twice a month on the 15th of the month or the last working day prior to the 15th and on the last regular school day of each month except for the month of December. §37-9-39 (1997)

The salaries of licensed employees shall be paid by pay certificates issued by the school district superintendent or the administrative superintendent. Such pay certificates may be issued without additional authorization of this School Board where the amount of salary has been fixed and a contract entered into as is provided in this chapter. All pay certificates shall be preserved by him as a part of the official records of his office for the same time and in the same manner as other records are preserved. Except as is herein provided, the said warrants shall be governed in all respects by the same laws regulating the issuance of other warrants for other purposes. All pay certificates and warrants issued shall show the gross amount of the salary and all authorized deductions therefrom for income taxes, social security, retirement contributions and other lawful purposes. §37-9-41 (1997)

(g) EXECUTION OF WRITTEN CONTRACT

It shall be unlawful for any licensed employee to be paid for any services as such until a written contract has been executed as is provided and required by this chapter. If any superintendent shall make any such payment prior to the execution of the contract he shall be civilly liable for the amount thereof, and, in addition, shall be liable upon his bond. If any licensed employee, shall willfully and without just cause breach his contract and abandon his employment he shall not be entitled to any further salary payments either for services rendered prior to such breach or for services which were thereafter to have been rendered. Nothing in this section, however, shall prevent the employment and payment of substitute teachers without a written contract. §37-9-43 (1997)

(h) SALARY DEDUCTIONS

It shall be unlawful for the Superintendent of Schools or administrative superintendent to deduct or permit to be deducted from the salary of any licensed employee any dues, fines or penalties payable or alleged to be payable because of the membership of such licensed employee in any organization or association. However, dues or premiums in health associations or corporations and tax sheltered annuity deductions authorized by the United States Internal Revenue Code may be deducted upon written authorization from the licensed employee involved. Any Superintendent of Schools or administrative superintendent who shall make such deduction or permit any such deduction to be made, except those herein provided, shall be

guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than twenty-five dollars (\$25.00) for each such deduction. §37-9-49 (1987)

(i) RELEASE FROM CONTRACT

Any 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 this 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 licensed employee shall be released from his contract, and said contract shall be null and void on the date specified in the school board's order. §37-9-55 (1997)

(j) BREACH OF CONTRACT

If any licensed employee in any public school of this state shall arbitrarily or willfully breach his or her contract and abandon his or her employment without being released therefrom as provided in Section 37-9-55, the contract of such licensed employee shall be null and void. In addition thereto the license of such licensed employee may be suspended by the State Board of Education for a period of one (1) year as provided in Section 37-3-2(8) upon written recommendation of the majority of the members of this School Board. §37-9-57 (1997)

(k) PROHIBITED ACTION

This School Board is prohibited from denying employment or reemployment to any person as licensed employee, as defined in Section 37-19-1, for the single reason that any eligible child of each person does not attend the school system in which such licensed employee is employed. §37-9-59 (1997)

All salaries of certified/licensed personnel in the School District shall be based on the uniform salary scale as approved by the Board of Trustees each year or as required to comply with state law or State Board of Education policy.

The signature of an employee on a contract represents good faith on the part of that employee to fulfill all the requirements set forth by the administration and the Board of Trustees.

All licensed personnel except those excluded by action of the Board of Trustees shall be paid an annual salary based on the current official salary schedule which shall be published annually.

The salary of the Superintendent of Schools is based on arrangements with the Board of Trustees.

Salaries of all administrative and supervisory personnel including principals shall be based on the administrative salary scale established by the Superintendent of Schools and approved by the Board of Trustees.

All salaries for personnel employed for the year in which the annual budget is approved are approved along with the annual budget by the Board of Trustees.

For the purpose of determining years of teaching experience for the minimum salary scale in accordance with Section 37-19-7 and the Mississippi Accountability and Adequate Education Program, credit for years of teaching experience is limited to those years taught in public or private schools. However, a school district does have the authority to pay a licensed educator a local supplement above the statutory minimum and, in accordance with Section 37-9-37, should consider experience outside the public and private school setting when fixing a salary above the statutory minimum salary scale. Any policy adopted by a school board that specifies the factors to be considered in fixing salary above the statutory minimum salary scale should be uniformly applied to all licensed educators within the school district. § 37-9-37.

Before the first check is paid under a teacher's contract, the following must be on file in the office of the superintendent:

- i. Completed application, together with reference evaluations.
- ii. Valid/appropriate teaching license or notification of approval form from Office of Teacher Certification.
- iii. Verification of prior teaching experience (if applicable).
- iv. Official college transcript(s) for all degrees earned.

Credit on Salary Schedule for Experience -.Licensed Employees

Credit on the salary schedule for teaching in the School District shall be given on the same basis as experience is allowed by the State Board of Education. (For credit for prior service and leaves of absence, see policies following.)

Credit on Salary Schedule for Prior Service - Licensed Employees

Upon the hiring of a new teacher, experience outside of the School District will be granted for comparable experience in accordance with the rules, regulations, and minimum standards of the Mississippi State Board of Education.

Creditable teaching experience or service as approved by the State Department of Education subsequent to being employed by the School District will be included in prior service credit upon employment or reemployment.

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

Terms of Contract for Personnel on Less Than 12 Months - Licensed Employees

The election of all licensed personnel shall be for a specified number of days, and personnel shall work the time indicated in their contracts.

Terms of contracts vary. Personnel will be required to work the period of time deemed necessary by the Superintendent of Schools, not to exceed the number of days approved by the Board of Trustees.

Release from Contract - Licensed Employees

After July 15, a release may not be granted. Once a contract has been signed, the employee cannot be released from his/her contractual obligations until officially released by the Board of Trustees.

Each teacher's contract shall be binding on both parties, the Board of Trustees and the teacher, for the entire term of the contract, and the only grounds upon which the board of Trustees shall consider the request of a teacher to be released from any of the contractual obligations stated in the contract shall be health or other extenuating reasons. All recommendations for release from a contract must have the superintendent's written recommendation.

Compensation Guides and Contracts - Failure to Complete Contractual Responsibilities - Licensed Employees

In cases where the teacher is unable to complete the school year, his/her contract pay will be computed for the number of days worked. The total number of days as stated on the contract will be divided into his/her total contract salary to obtain the daily rate. The daily rate will be multiplied times the number of days worked to arrive at the total salary earned. The product of the number of payments made times the monthly installment amount will be deducted from the total salary earned to determine any balance due the teacher.

Also see CGA.

XXXVII. SALARY DEDUCTIONS/WITHHOLDING SOCIAL SECURITY	GBACA
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Employees shall have federal and state income taxes, Social Security, and Public Employees Retirement System of Mississippi deductions withheld from their salaries.

Dues or premiums in health associations or corporations and tax sheltered annuity deductions authorized by the United States Internal Revenue code may be deducted upon written authorization from the employee involved.

It is unlawful to deduct or permit to be deducted from the salary any dues, fines, or penalties payable or alleged to be payable because of membership in any organization or association.

LEGAL REF.: Sections 37-9-49, Mississippi Code of 1972

XXXVIII. PERSONNEL POSITIONS – JOB DESCRIPTIONS	GBB/GCB
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All administrative teaching and support positions in this district's schools are established by this

School Board. Some positions are mandated by state law or by regulations of the State Board of Education, or by a combination thereof.

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

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

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

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

It is the policy of the North Bolivar Consolidated School District that written job descriptions which state responsibilities and required credentials be in place for every employee of the school district. The job descriptions should be written in a manner that is suitable for use in the evaluation of on-the-job performance. The superintendent and his/her staff shall develop and submit such job descriptions to the Board of Trustees for its consideration and approval.

LEGAL REF.: MS CODE §37-7-301 (P) (1993)

XXXIX. PROFESSIONAL PERSONNEL QUALIFICATIONS AND DUTIES
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GBBA

All instructional personnel shall be licensed in accordance with state law and the regulations of the Mississippi State Department of Education. Such licensure 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. {MS Code 37-9-7}

{MS Code 37-9-7}

(a) EXCEPTIONS:

8.1 The professional staff in each school is comprised of no more than 5% of Full Time Equivalent (FTE) units working outside the area or areas of endorsement. (An appropriate license is required for superintendents, principals, librarians, and high school guidance counselors.) MS Code 37-3-2(6)(e-f)

8.2 Secondary teachers endorsed in an academic subject area may teach in their academic subject area in departmentalized elementary grades 5 and 6. (SB Policy DFB-1)

8.3 Assistant principals and administrative interns who are not properly endorsed may be included in the 5% FTE working outside their area of endorsement, provided that they do not act in the place of the principal.

**XL. TEACHERS – DUTIES – RESPONSIBILITY FOR DISCIPLINE
LICENSED EMPLOYEES**

GBBAAD

Each teacher shall be responsible for maintaining satisfactory discipline on the part of each student assigned to him/her and shall contribute to the good discipline of those students whom he/she observes during the working day who, for one reason or another, are not under the immediate supervision of another teacher. Included in this responsibility is the duty to plan classroom work and other activities so that students become engaged in their studies or activities immediately after the class begins. It is expected that student traffic during class periods will be held to an absolute minimum, with students leaving the room only in the event of emergencies that cannot wait until the break between class periods. Failure of the teacher to meet disciplinary requirements in a consistent manner in accordance with District policies and procedures will constitute grounds for dismissal.

**XLI. TEACHERS – DUTIES – LEAVING SCHOOL GROUNDS OR
DUTY POSTS – LICENSED EMPLOYEES**

GBBAAE

Except in case of emergency, and with approval of the principal, teachers are expected to remain on the school grounds from check-in until check-out time and to remain in their classrooms during class sessions or on their duty posts for the entire assigned time.

XLII. HIGHLY QUALIFIED TEACHER – NO CHILD LEFT BEHIND ACT

GBBAA

This school district shall be in compliance with mandates of the No Child Left Behind Act of 2001 (NCLB) in regard to teachers new to the profession (employed for the first time in a Mississippi public school after the first day of school 2002-2003) and for teachers not new to the profession (employed in a Mississippi public school before or on the first day of school, 2002-2003).

Stipulations related to the "Highly Qualified Teacher," as defined by the Office of Educator Licensure under the Administrative Procedures Act process and made available to all school districts shall govern hiring and continuing employment of teachers.

Legal Ref: No Child Left Behind Act of 2001

XLIII. RECRUITMENT AND SELECTION**GBC**

This school district is an equal opportunity employer. {MS Code 25-61-1 through 17; 37-9-1 through 75; 37-9-101 through 113; 37-7-301 (p) (w); and Federal Civil Rights Act of 1964}

LEGAL REF.: MS CODE as cited
Mississippi Public School Accountability Standards (2001)

CROSS REF.: Policies GAAA — Equal Opportunity Employment
GBBA — Professional Personnel Qualifications
GBD — Professional Personnel Hiring
GAAC — Hiring

It is the intent of the North Bolivar Consolidated School District to recruit and employ the best qualified professional personnel possible. The process shall adhere to regulations promulgated by EEOC, Title IX, Title VII, state laws, court order, and recent court decisions.

Criteria to be used will consist of the following:

- 1) Application - these will be available at all of the administrative offices in the district and may be returned to any administrative office in the district. All applications will be centralized in the office of the superintendent and made available to principals as vacancies occur.
- 2) References - applicants will be asked to sign forms releasing confidential files and reference questionnaires. References may be either written or oral and become a part of the application.
- 3) Transcripts - will be required and become a part of the application.
- 4) Interviews - will not be scheduled unless a vacancy exists. Interview forms will be used to evaluate the applicant and will become part of the application.

XLIV. PROFESSIONAL/LICENSED PERSONNEL HIRING/REEMPLOYMENT**GBD**

This School Board has the power and authority to select all school district personnel in the manner provided by law, and to provide for such employee fringe benefit programs including accident reimbursement plans, as may be deemed necessary and appropriate by the board.
§37-7-301 (p) (1993)

The Superintendent of the school district shall have the power, authority and duty to enter into contracts in the manner provided by law for each assistant superintendent, principal and teacher of the School District under his supervision, after such assistant superintendent, principal and teachers have been selected and approved in the manner provided by law. §37-9- 14(2) (a) (1999)

(See CGD, CP, GAAC — Hiring — All Employees.)

XLV. PROFESSIONAL/LICENSED PERSONNEL ASSIGNMENT

GBE

It shall be the policy of the board to provide all schools in the district with properly certified and endorsed principals who are located and carry out assigned responsibilities on the school site.

The Superintendent of Schools shall have the power and authority to make assignments of all licensed 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 license 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. §37-9-14(s)

Teachers will frequently be asked and are expected to serve on committees which will be formed during the course of the year for improvement of some phase of the school's program.

Also see CGE.

XLVI. COACHES ASSIGNMENT

GBRCA

The school board of this district adopts this policy governing coaching duties, responsibilities and salaries.

All coaches, equipment managers, athletic aides/assistants and/or others who have athletic responsibilities shall be assigned duties by the principal with the approval of the superintendent. All such persons shall be employed by the board on an at-will basis with respect to such athletic duties.

The superintendent, with the assistance of the principal and the approval of the board, shall determine the duties and number of days per year to be worked by athletic personnel. Such determination shall be based on considerations of needs of the individual sports and of the time necessary to coach the activities of sports assigned.

All coaches shall work together to promote all sports. All coaches not directly responsible for the sport in season shall assist the responsible coach upon request and within limits established by the superintendent.

Athletic-related duties are non-instructional and supplementary to the teaching contract. Therefore, athletic-related positions are not subject to the School Employment Procedures Act.

XLVII. BEGINNING TEACHER SUPPORT PROGRAM

GBFB

- a. "Beginning teacher" means a teacher who:
 - (i) Possesses a teaching license issued by the Commission on Teacher and Administrator Education, Certification and Licensure and Development;
 - (ii) Is employed at least half-time, primarily as a classroom teacher, by a school district; and
 - (iii) Has taught fewer than ninety (90) consecutive days, or one hundred eighty (180) days total, as a licensed teacher in any public school.
- b. "District" means any local school district.
- c. "Formal Assistance" means a program provided by a mentor teacher to a beginning teacher that includes, but is not limited to, direct classroom observation and consultation; assistance in instructional planning and preparation; support in implementation and delivery of classroom instruction; and other assistance intended to enhance the professional performance and development of the beginning teacher.
- d. "Mentor teacher" means a teacher who:
 - (i) Possesses a standard teaching personnel service or administrative license issued by the Commission on Teacher and Administrator Education, Certification and Licensure and Development;
 - (ii) Is employed at the time of selection under contract primarily as a classroom teacher by a school district in this state;
 - (iii) Has successfully taught for three (3) or more years as a licensed teacher in any public school;
 - (iv) Has been selected and trained as described in Section 37-9-211; and
 - (v) Has demonstrated mastery of teaching skills and subject matter knowledge.
- e. "Teacher" means a licensed employee of a local school district who has direct responsibility for instruction, coordination of educational programs or supervision of teachers and who is compensated for services from public funds. §37-9-201 (1997)
The Legislature finds that:
 - a. The quality of teaching in the School District is of vital importance to the future of this state;
 - b. This state has special interest in insuring that the induction of beginning teachers into their profession is conducive to their professional growth and development; and
 - c. The formal assignment of mentor teachers who have demonstrated mastery of teaching skills and subject matter knowledge should substantially improve the induction and professional growth of beginning teachers in this state, as well as provide mentor teachers with additional and valuable opportunities to enhance their own professional growth. §37-9-203 (1991)

1. The Mississippi Teacher Center of the State Department of Education shall establish a beginning teacher support program to provide eligible beginning teachers in this state with continued and sustained support from a formally assigned mentor teacher during the first full year of teaching.
2. After the 1992-1993 school year, any district is eligible to participate in the beginning teacher support program.
3. Two (2) or more districts may operate jointly a beginning teacher support program if they meet all the requirements of Sections 37-9-201 through 37-9-213.
4. Educational consortia established for approved teacher education programs pursuant to rules of the Mississippi Teacher Center are eligible to operate a beginning teacher support program to serve beginning teachers in a participating school district.
5. To the extent practicable, school districts may coordinate with institutions of higher education in the design, implementation and evaluation of mentorship programs §37-9-205 (1991)

Each district that wishes to participate in the beginning teacher support program shall submit a formal application to the Mississippi Teacher Center no later than September 15 of each school year, according to rules of the Mississippi Teacher Center. By that date, districts shall inform the department of:

- a. The names of all eligible beginning teachers employed by the district and a description of their teaching assignments and extracurricular duties;
- b. The names of mentor teachers selected by a district and a description of their teaching assignments and the endorsement area in which they are licensed to teach;
- c. A description of the content and calendar of the proposed beginning teacher support program. The program must provide a minimum of ninety (90) hours of direct contact between mentor teachers and beginning teachers, including observation of or assistance with classroom teaching, or both, during the school day;
- d. A description of the amount and nature of each eligible beginning teacher's classroom and extracurricular duties and assurance that these duties are not unreasonable for a beginning teacher; and
- e. A certification that no eligible beginning teacher is or may be reassigned outside the teacher's endorsements area, except as provided for by rules of the Mississippi Teacher Center. §37-9-207 (1995)

After consulting with representatives of teachers, administrators, school boards, schools of education, the institutions of higher learning and such others as it considers appropriate, the Mississippi Teacher Center shall develop or approve workshops to provide training for mentor teachers and beginning teachers. §37-9-209 (1995)

The selection, nature and extent of duties of mentor teachers shall be determined by the school district. The following guidelines shall apply:

- a. No teacher shall be designated as a mentor teacher unless willing to perform in that role;
- b. No mentor teacher shall participate in the evaluation of beginning teachers;
- c. Each mentor teacher shall complete successfully a training workshop provided or approved by the Mississippi Teacher Center prior to participating in the beginning teacher support program;
- d. If a mentor teacher receives additional release time to support a beginning teacher, it is expected that the total workload of other teachers regularly employed by the school district should not increase in any substantial manner. §37-9-211 (1995)

All see GADA.

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

Teachers shall be directly responsible to the principal of their respective school/attendance center. They shall promptly and consistently carry out the instructions of their principal and the superintendent.

XLIX. EVALUATION OF PROFESSIONAL EMPLOYEES	GBI
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The evaluation of professional employees shall be in the form and manner prescribed by the State Department of Education. The School Board of this district directs the superintendent to formulate and implement a formal annual performance appraisal system based on job descriptions and on-the-job performance of every professional employee. {MS Code 37-3-46(b)}

LEGAL REF. MS CODE as cited

Mississippi Public School Accountability Standards (2001)

L. PROFESSIONAL PERSONNEL PROMOTIONS	GBJ
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Professional personnel shall be promoted on their own merit by the superintendent.

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

The Board agrees to publish in each school, prior to the filling of such vacancies, the vacancies for promotion and positions which provide salary advancement. Current employment in the district shall be a factor to be considered in making promotions, assignments or transfers.

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

LEGAL REF.: MS CODE as cited
1972 Education Amendments, Title IX, 45 CFR Part 86;
Nashville Gas Co. v. Satty; 1964 Civil Rights Act, Title VI 1964 Civil Rights Act,
Title VII; 1973 Rehabilitation Act, Section 503; 1973 Rehabilitation Act, Section
504; 45
CFR Part 84; Executive Order 11246, as amended.

CROSS REF.: Policies GAAA — Equal Opportunity Employment
GAD — Staff Development

LI. PROFESSIONAL PERSONNEL SUSPENSION/DISMISSAL	GBK
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If any licensed employee shall arbitrarily or willfully breach his/her contract and abandon his/her employment without being released therefrom as provided in Section 37-9-55, the contract of such licensed employee shall be null and void. In addition thereto the license or license of such licensed employee shall be suspended by the State Board of Education for a period of one (1) year as provided in Section 37-3-2(8) upon written recommendation of the majority of the members of this School Board. §37-9-57 (1997)

For incompetence, neglect of duty, immoral conduct, intemperance, brutal treatment of a student 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 he/she 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.

This School Board, upon a request for a hearing by the person so suspended or removed shall set a date, time and place for such hearing which shall be not sooner than five (5) days nor later than thirty (30) days from the date of the request. The procedure for such hearing shall be as prescribed for hearings before this Board or hearing officer in Section 37-9-111. From the decision made at said hearing, any licensed employee shall be allowed an appeal to the chancery court in the same manner as appeals are authorized by law. §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) calendar days of the date of the notice of discharge or suspension, it shall constitute a waiver of all rights by said employee and such discharge or suspension shall be effective on the date set out in the notice to the employee. §37-9-59 (1997)

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

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

The principal or other appropriate administrative personnel shall have the power to suspend employees under their supervision, once approval has been given by the Superintendent of Schools, for failure to comply with school policies and procedures or reasonable requests of the administration. The employee shall have the right to a hearing as outlined in the procedures governing licensed staff grievances.

The Superintendent of Schools shall have the power to suspend employees for failure to comply with school policies or reasonable requests of the administration. The employee shall have the right to a hearing as outlined in the procedures governing staff grievances.

LII. REDUCTION IN PROFESSIONAL STAFF	GBKAR
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PROFESSIONAL PERSONNEL (REDUCTION IN FORCE)

The Board of Trustees of the North Bolivar Consolidated School District has the responsibility for providing and maintaining quality schools within the district. If it should be necessary for the school district to reduce the number of employees because of insufficient funds, decline in enrollment, or the elimination of subject, programs and positions, the reductions shall be in accordance with the following procedure:

1. When the school district finds it necessary to make reductions in personnel, any employee shall be referred to the Superintendent or his designee by his/her supervisor to:
 - a. Be placed in a vacant position if qualified for the position;
 - b. Be notified that there no position available which the employee is qualified to fill and that the employee's services shall not be needed for the forthcoming year.
2. Employees removed shall be declared surplus.
3. Employee reduction shall be dictated by licensure, experience, curriculum or program needs, accreditation requirements, quality of performance, employee attendance, discipline history, and other factors at the discretion of the school district.
4. If a surplus employee released by the school district is not reemployed during the school year, the teacher shall notify the personnel office on or before April 1 as to his/her availability for possible employment for the next year.

The North Bolivar Consolidated School District Board of Education shall follow all sections of the Mississippi Code known as the "Education Employment Procedures Law of 2001" found in the MS Code § 37-9-101 through § 37-9-113

Cross Ref.: MS Code Sections 37-9-101 through 37-9-113 and 37-9-59

CROSS REF.: Policy GBK-E C Professional Personnel Separation

"Transfer" is defined as the change of licensed staff member from a position in one school to a similar position in another school of the **North Bolivar Consolidated School District**.

Volunteer Transfer

Teachers who are already employed and who have been recommended for reemployment in **North Bolivar Consolidated School District** will have the opportunity to apply for a vacancy in another school under the following conditions:

Vacancies which occur at the end of the school year and during the summer months through August 1 will be posted at each school office and at the Central Office as they occur. Forms for a Request for Transfer may be picked up at any principal's office or at the superintendent's office.

Request for transfer by licensed staff member shall be made in writing to the superintendent within ten (10) school days of the posted date of the vacancy.

All requests shall be received and recorded in the Office of the superintendent.

Transfers shall be effected by the superintendent after the requests have been discussed by both the releasing and the receiving principals.

Involuntary Transfer

Should it be necessary to transfer a teacher in a school because of Reduction in Force or other educationally sound reason, transfer assignments will be made as defined in GBKA. The superintendent shall have discretion as to reassignment of any employee during the school term to any area for which a valid certificate/license is held.

LIV. NON RENEWAL OF LICENSED EMPLOYEES – EDUCATION EMPLOYMENT PROCEDURES LAW OF 2001 (APPLICABLE ONLY TO LICENSED EMPLOYEE) GBN

This policy is applicable only to professional personnel covered under the Education Employment Procedures Law (EEPL) as defined in MS Code Sections 37-9-103.

This school district shall adhere to requirements of the Education Employment Procedures Law of 2001 in regard to nonrenewal of licensed education employees, in conformance with the intent of the Mississippi Legislature to establish procedures:

To provide for accountability in the teaching profession; to provide a mechanism for the nonrenewal of licensed education employees in a timely, cost-efficient and fair manner, to provide public school employees with notice of the reasons for not offering an employee a renewal of his/her contract; to provide an opportunity for the employee to present matters in extenuation or exculpation; to provide the employee with an opportunity for a hearing to enable the Board to determine whether the recommendation of non-employment is a proper employment decision and not contrary to law and to require nonrenewal decisions to be based upon valid educational reasons or noncompliance with school district personnel policies. It is the intent of the Legislature not to establish a system of tenure.

Employees in this policy shall include any teacher, principal, superintendent or other professional personnel employed by the district for a continuous period of two (2) years with the district and required to have a valid license issued by the State Department of Education as a prerequisite of employment; or 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 this 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.

If the Board of Education makes a preliminary determination not to offer the school district superintendent a renewal contract for a successive year, written notice of the preliminary non-reemployment determination must be given to the superintendent before February 1.

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-reemployment stating the reasons for the proposed non-reemployment shall be given by the superintendent, without further Board action, on or before March 1 to a principal and on or before April 15 to a teacher, administrator or other professional educator covered under Sections 37-9-101 through 37-9-113 of Mississippi Code of 1972, amended.

Any non-reemployment decision of this school district shall be rationally related to a valid educational reason or noncompliance with school district personnel policies and not arbitrary and capricious or based upon some constitutionally impermissible reason such as race, sex, religion, handicap, or exercise of First Amendment rights.

The superintendent, principal, or other licensed educator as defined in Section 37-9-104 receiving written notice under the provisions of this policy shall, upon written request from the employee received by the district within ten (10) days of receipt of the notice by the employee, be entitled to:

- i. 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 to the employee 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;
- ii. 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;
- iii. receive a fair and impartial hearing before the Board or hearing officer;
- iv. be represented by legal counsel, at his/her own expense.

Any employee requesting a hearing shall provide the school 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.

It is the intent of this school district to establish procedures which shall meet all requirements of the Education Employment Procedures Law of 2001 and enable the Board of Trustees to determine whether the recommendation of non-reemployment is a proper decision and not contrary to the law and not a violation of some statutory or constitutional right and not to establish a system of tenure expressed or implied or require that all decisions of non-reemployment be based upon cause with respect to employment with the school district.

Any and all hearings shall be conducted pursuant to the Education Employment Procedures Law of 2001 and Policy GBNA adopted by this Board. All proceedings under this policy are and shall be governed by the Education Employment Procedures Law of 2001, where applicable. Section 37-9-101 *et seq.*

LV. RULES OF PROCEDURE UNDER THE EDUCATION EMPLOYMENT PROCEDURES LAW OF 2001 – PROFESSIONAL/LICENSED PERSONNEL

GBNA

NOTE: Only those licensed personnel as defined in §37-9-103, Mississippi Code of 1972 as amended, fall within the scope of EEPL and are entitled to the notice and hearing rights afforded under the Act.

The procedures as set forth in this policy shall be applicable only to the superintendent, teachers, principals, and other administrators or other licensed personnel elected by the Board of Trustees who are required to have a valid license issued by the State Department of Education as a prerequisite of employment and are under formal contract of employment as defined by state statute.

In the event that a determination that the best interests of the school district would be served by the release from future employment of the employee under a proper employment decision that is not contrary to law and based upon valid educational reasons or noncompliance with school district personnel policies, the school district shall send written notice of the determination to the employee on or before the applicable date as established by state statute, together with a summary of the factual basis therefore, a list of witnesses, and a copy of documentary evidence substantiating the reasons intended to be presented at a hearing of which the employee is entitled. Notice of a hearing shall be given to the employee at least fourteen (14) days prior to any hearing.

An employee shall be entitled to receive a fair and impartial hearing before the School Board or the hearing officer designated by the Board. The employee may request a hearing related to the non-reemployment decision and 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.

The School Board, or its designee, upon request for a hearing from an employee under the terms of Sections 37-9-101 through 37-9-113 (see Policy GBN) shall set the time, place, and date of the hearing and notify the employee in writing of same. The date shall be set not sooner than five (5) days nor later than thirty (30) days from the date of the request, unless otherwise agreed.

The hearing may be held before the Board or before a hearing officer appointed for such purpose by the Board, either from among its own membership, from the staff of the school district or some other qualified and impartial person, but in no event shall the hearing officer be related to a Board member, any administrator making the recommendations of non-reemployment or the employee. Once a hearing officer is appointed no ex parte communications may be made regarding any substantive provisions of the hearing.

The Board may appoint a presiding officer for the hearing, who will make all rulings on procedure and evidence and will generally conduct the hearing, subject to being overridden by a majority vote of the members present.

The presiding officer shall have full power and authority to conduct hearings in such manner as is appropriate to ascertain the facts and facilitate the hearing, which shall include but not be limited to the authority to:

- a. administer oaths and affirmations;
- b. issue subpoenas, subject to the provisions under "Subpoenas" of these rules;
- c. examine witnesses;
- d. receive depositions or affidavits or have them taken when the ends of justice would be served, as hereinafter provided;
- e. regulate the course of the hearing;
- f. hold conferences for the settlement or simplification of the issues by consent of the parties;
- g. dispose of procedural requests or similar matters;
- h. make or recommend decisions in accordance with the rules under these procedures;
- i. take other action authorized by the Board consistent with the rules and policies.

The hearing must be held in executive session unless the employee elects to have a public hearing. If an employee makes this election, however, the Board or the hearing officer, as the case may be, may order any part of the hearing to be held in executive session, if, in the opinion of the board or the hearing officer, the testimony to be elicited deals with matters involving the reputation or character of another person. Notwithstanding the election by an employee for a public hearing, any testimony by minor witnesses must be held in executive session and considered confidential personnel records and confidential student records, subject to an expectation of reasonable privacy and confidentiality. Public disclosure of these records may be by court order only.

The district shall present evidence, either in written or oral form, at the hearing, in support of its recommendation for non-reemployment.

The employee shall be afforded an opportunity to present matters at the hearing relevant to the reasons given for the proposed non-reemployment determination and to the reasons the employee alleges to be the reasons for non-reemployment and to be represented by counsel at

such a hearing. Such hearing shall be conducted in such a manner as to afford the parties a fair and reasonable opportunity to present witnesses and other evidence pertinent to the issues and to cross-examine witnesses presented at the hearing. The Board or the hearing officer may require any portion of the evidence to be submitted in the form of depositions or affidavits, and in case affidavits are received, an opportunity to present counter-affidavits shall be provided.

The Board shall cause to be made stenographic notes of the proceedings. In the event of a judicial appeal of the Board's decision, the entire expense of the transcript and notes shall be assessed as court costs.

The Board shall review the matters presented before it, or if the hearing is conducted by a hearing officer, the report of the hearing officer, if any, the record of the proceedings and, based solely thereon, conclude whether the proposed non-reemployment is a proper employment decision, is based upon a valid educational reason or noncompliance with school district personnel policies and is based solely upon the evidence presented at the hearing, and shall notify the employee on writing of its final decision and reasons therefor. Such notification shall be within thirty (30) days of the conclusion of the hearing if the hearing is conducted by a hearing officer and within ten (10) days of the conclusion of the hearing if the hearing is initially conducted by the Board. If the matter is heard before a hearing officer, the Board shall also grant the employee the opportunity to appear before the Board to present a statement in his/her own behalf, either in person or by his/her attorney, prior to a final decision by the Board.

In conducting a hearing, the Board or hearing officer shall not be bound by common law or by statutory rules of evidence or by technical or formal rules of procedure except as provided in Sections 37-9-101 through 37-9-113, but may conduct such hearing in such manner as best to ascertain the rights of the parties; however, hearsay evidence, if admitted, shall not be the sole basis for the determination of facts by the Board or hearing officer.

For purposes of conducting hearings under Sections 37-9-101 through 37-9-113, the Board or hearing officer shall have the authority to issue subpoenas for witnesses and to compel their attendance and the giving of evidence. Any expense connected therewith shall be borne by the party requesting the subpoenas, which shall include an appearance fee for each witness so subpoenaed not inconsistent with state laws governing payments to witnesses. In the event it is necessary to enforce or to quash a subpoena issued to compel the attendance of a witness, application shall be made with the chancery court of the county where the School Board is located. It is the policy of the school district that depositions will be allowed only in extraordinary cases in which the personal attendance of the witness is impossible or would impose an unreasonable hardship. Depositions shall be allowed only if an application by a party is approved by the hearing officer, at his/her sole discretion.

(b) CONDUCT OF HEARING

- i. The first order of business after the hearing is convened is to dispose of any procedural matters.

- ii. Prior to receiving any testimony, evidence will be received that all notices and information were timely sent to the employee and that the employee made timely requests for information and a hearing. If a notice or a request is defective or untimely, the presiding officer may order such relief as is appropriate.
- iii. Witnesses and other evidence in support of the determination to release the employee from future employment will be introduced first. The presiding officer may interrogate witnesses himself/herself or he/she may allow a representative of the administration or the board to examine witnesses. The employee or his/her attorney will also be allowed to cross-examine each witness presenting evidence against him/her at the hearing.
- iv. After the evidence in support of the determination has been submitted, the employee will be allowed an opportunity present his/her witnesses and evidence. The presiding officer and a representative of the administration or the Board will be allowed an opportunity to cross-examine any witnesses for the employee.
- v. After the employee concludes his/her case, the administration will be allowed an opportunity to present rebuttal evidence , either at the time of the hearing or within a reasonable time upon recess of the hearing. The presiding officer, at his/her discretion, may require any portion of the evidence to be submitted in the form of depositions or affidavits. If affidavits are received, counter-affidavits may be presented within such time as the hearing officer may allow.
- vi. At the conclusion of the hearing, each party may be allowed an opportunity for closing arguments, if requested by the presiding officer, at his/her discretion.

(c) RECOMMENDED DECISION OF HEARING OFFICER

- i. If the Board appoints a hearing officer, he/she shall make findings and a recommended decision, unless the Board orders that the record be transmitted to it without findings and a recommendation.
- ii. The hearing officer may, at his/her discretion, prior to the conclusion of the hearing and to making of his/her recommendation: (1) request proposed findings from all parties; or (2) prepare and file his/her own findings, allowing all parties a reasonable period of time to submit exceptions to the findings.

(d) FINAL DECISION

- i. If the Board initially hears the matter, it will make its decision on the basis of the record and will send notice of its decision to the parties within ten (10) days of the conclusion of the hearing.
- ii. If the Board does not initially hear the matter, the parties will be given a reasonable opportunity to appear before the Board, in person or by counsel, to present statements in their behalf. The Board will send notice of its decision to the parties within thirty (30) days of the conclusion of the hearing.
- iii. The Board shall receive the findings, any exceptions, the recommended decision, and the record, and shall prepare its own findings and final decision.

In the event the decision of the School Board is in favor of the employee the Board shall have the authority to order the execution of a contract with the employee for any additional period of one (1) year.

Ref: Section 37-9-101 through 37-9-113, MS Code of 1972, amended.

LVI. PROFESSIONAL/LICENSED PERSONNEL RESIGNATIONS

GBO

Any appointed superintendent, principal or licensed employee in any public 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 of the school district for release therefrom, in which application the reasons for such release shall be clearly stated. If the Board acts favorably upon such application for release, such superintendent, principal or licensed employee shall be released from his/her contract, and said contract shall be null and void on the date specified in this School Board's order. §37-9-55 (1997) The application for release is to be received by the superintendent at least thirty (30) days prior to the effective date of resignation.

If any appointed superintendent, principal or licensed employee in any public school of this state shall arbitrarily or willfully breach his or her contract and abandon his or her employment without being released therefrom as provided in Section 37-9-55, the contract of such superintendent, principal or licensed employee shall be null and void. In addition thereto the license or certificate of such superintendent, 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) upon written recommendation of the majority of the members of the School Board of the school district involved. §37-9-57 (1997)

Teachers are sometimes offered positions in other school systems which may provide professional advancement, or for other reasons a teacher may ask to be released from a contract in the local schools. The Board's first obligation is to the children in the schools. If suitable replacement can be found and it is felt that the educational program of the school will

not be impaired, a teacher may be released from the obligation of a contract. Resignations shall be in writing at least thirty days prior to the effective date.

LEGAL REF.: MS CODE as cited

CROSS REF.: Policy GBN — Professional Personnel Separation — Nonrenewal
GBNA — Nonrenewal — Hearings — Procedures

LVII. PROFESSIONAL PERSONNEL REEMPLOYMENT
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GBP

(a) LICENSED AND NON-INSTRUCTIONAL EMPLOYEES

On or before April 1 of each year, the principal of each school shall recommend to the superintendent of the local school district the licensed employees or non-instructional employees to be employed for the school involved except those licensed employees or non-instructional employees who have been previously employed and who have a contract valid for the ensuing scholastic year. If such recommendations meet with the approval of the superintendent, the superintendent shall recommend the employment of such licensed employees or 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.

If, at the commencement of the scholastic year, any licensed employee shall present to the superintendent a license of a higher grade than that specified in such individual's contract, such individual may, if funds are available from adequate education program funds of the district, or from district funds, be paid from such funds the amount to which such higher grade license would have entitled the individual, had the license been held at the time the contract was executed. §37-9-17 (2001)

NOTE: All new hire licensed and non-licensed employees after July 1, 2000, must have a state child abuse registry check and criminal records background check via fingerprint card. Please see policy GCD Classified Personnel Hiring and policy GAAC — Hiring — All Employees.

LEGAL REF.: MS CODE as cited

Jones v Birdsong (1980, ND Miss.) 350 F Supp 2221

CROSS REF.: Policies GBA — Professional Personnel Compensation Guides and Contracts
GBD — Professional Hiring
GCD — Classified Personnel — Hiring
CGD — Administrative Personnel Hiring
GAAC — Hiring — All Employees

LVIII. PROFESSIONAL PERSONNEL RETIREMENT**GBQ**

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

LIX. PAPERWORK REDUCTION POLICY**GBRA**

It shall be the policy of the North Bolivar Consolidated School District that paperwork required of teachers and staff shall be limited to that which is directly related to the instructional program and shall contribute to the effectiveness for the instructional program in the District. Reports required by the State and Federal government may be required. All other reports and paperwork requirements shall be reviewed and appropriate action taken to eliminate or reduce those which are not essential. The District Board and administration will continue to improve the ability of the District to manage instruction and fiscal requirements by electronic means.

LX. PROFESSIONAL PERSONNEL TIME SCHEDULES**GBRB****(a) Section I**

- a. Unless otherwise indicated in the contract or agreement of employment, the work day of full-time school personnel shall be eight (8) hours in length, Monday through Friday. The work day for each category of employee shall be established by the Board of Trustees. The work day shall meet or exceed state requirements for accreditation.
- b. Professional employees shall be on duty the number of days shown on the face of their current employment contract less and except those days granted by the board for illness, personal business, earned vacation and emergencies.
- c. Flexibility of the scheduled hours of work shall be in accordance with specific needs, scheduled activities and the building administrative needs.
- d. For classified staff, the job demands and job descriptions shall define the exact work hours with the work day.
- e. Every effort shall be made to provide a uniform work day for employees where this is practical and consistent with the safe and efficient administration of the school.

(b) Section II: ADMINISTRATORS

- a. Principals - The work day should be established with all consideration for the instruction and activity schedules of the school.

- b. Central Office Administrators - Professional employees shall be on duty the number of days shown on the face of their current employment contract.

LEGAL REF.: Section 37-13-67, Mississippi Code of 1972

LXI. PROFESSIONAL PERSONNEL WORKLOAD

GBRC

All School District in the state shall be kept in session for at least one hundred eighty (180) days in each scholastic year. §37-13-63 (1992)

(a) **TEACHING DAY**

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

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

LEGAL REF.: MS CODE as cited
Mississippi Public School Accountability Standards (2001)

CROSS REF.: Policy CA — General School Administration Goals and Objectives

LXII. PAPERWORK REQUIRED OF CLASSROOM TEACHERS

GBRA

The Board recognizes that the most important function of the classroom teacher is the delivery of the instructional program to the students. The teacher's proper use of academic time is directly correlated to student achievement and to the effectiveness of the school district. With this in mind, the Board instructs the superintendent to limit the number and length of written reports that classroom teachers are to prepare to only those that are necessary to promote an effective school district.

MS CODE, §37-3-49

LXIII. STAFF MEETINGS PROFESSIONAL PERSONNEL

GBRD

This board recognizes the need to conduct periodic and regular staff meetings on varying levels involving all and special members of the staff. Such meetings should be scheduled to cause as little inconvenience to the staff members as possible. Faculty members shall meet at least once

a year at a time other than scheduled instructional time to review and revise the district level planned instructional program.

The school principal shall provide specific training activities to help classroom teachers and support staff improve inadequate instructional practice and provide specific training activities to help teachers handle recurring school disciplinary problems.

The school principal shall provide formal opportunities for teachers to set school performance goals and to develop academic incentives.

The administrative staff, as well as the instructional and support staff, shall participate in staff meetings and staff development activities to enhance professional skills in improving the instructional program for students.

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

Standard 16 is as follows: The school district engages in planning to review the educational status of the district and to address specific actions relative to accreditation and performance separately.

REFERENCE: Mississippi Public School Accountability Standards (2001)

CROSS REF.: Policy GAC— Staff Decision Making/Staff Community Relations

LXIV. PROFESSIONAL/LICENSED PERSONNEL EXTRA DUTY

GBRE

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

CROSS REF.: Policies GBRC —Professional Personnel Work Load
GBEB — Coaches Assignment Policy

LXV. PROFESSIONAL/LICENSED PERSONNEL EXPENSES
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GBRF

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

- a. For each mile actually and necessarily traveled in the employee's automobile or other private motor vehicle, the state approved per mile rate. 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 authorized rate per mile shall be allowed for any one (1) trip.

- b. 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.
- c. Employees shall be reimbursed for other actual expenses such as meals, lodging and other necessary expenses incurred in the course of such travel, subject to limitations placed on meals for intrastate and interstate official travel by the State Fiscal Management Board and rules and regulations adopted by the State Department of Audit.

(b) Current advancement/reimbursement rates:

- a. single standard room rate for accommodations
- b. meal and mileage rate as allowed by the Fiscal Management Board and approved by the school board
- c. actual registration fees
- d. actual fare or other expenses incurred in travel by public carrier
- e. incidental expenses — parking, etc.

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

(c) Regarding Travel Advances

- a. **ONLY** the superintendent is authorized to approve travel advances for out-of-state travel.
- b. The superintendent shall comply with all rules and regulations of the State Department of Audit regarding travel advances.
- c. The superintendent shall comply with the Fiscal Management Board daily limits on expenditures for meals.
- d. All official travel must be approved.
- e. Persons receiving advances must be officers or employees of the school district.
- f. Travel advances may not be used for personal expenses or for any purpose other than the actual expenses of the authorized travel.

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

LEGAL Ref.: Sections 25-3-41, Mississippi Code of 1972

LXVI. PROFESSIONAL PERSONNEL NON-SCHOOL EMPLOYMENT

GBRG

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

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

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

LEGAL REF.: MS CODE as cited

CROSS REF.: Policy GBI — Evaluation of Employees

LXVII. CONSULTING

GBRGA

The employee will not accept a position as consultant, even though no absence is required, without approval by the Superintendent or his/her designated representative.

LXVIII. PROFESSIONAL PERSONNEL TUTORING FOR PAY

GBRGB

To assure all students reasonable assistance without charge from their own teachers and to avoid placing a teacher in a position where he/she may have a conflict of interest, teachers shall

receive no money for tutoring any student they have in class or 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.

Legal ref.: Sections 25-4-105 (1), Mississippi Code of 1972

LXIX. PROFESSIONAL LEAVE

GBRH

Beginning with the school year 1992-1993, each licensed employee shall be credited with a professional leave allowance, with pay, for each day of absence caused by reason of such employee's statutorily required membership and attendance at a regular or special meeting held within the State of Mississippi of the State Board of Education, the Commission on Teacher and Administrator Education, Certification and Licensure and Development, the Commission on School Accreditation, the Mississippi Authority for Educational Television, the meetings of the state textbook rating committees or other meetings authorized by local school board policy. §37-7-307, as amended (2003)

LXX. STRIKES

GBQA

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

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

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

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

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

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

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

If an injunction to enjoin a strike issued pursuant to this section is not promptly complied with, on the application of the complainant, the chancery court shall immediately initiate contempt proceedings against those who appear to be in violation. A teacher organization found to be in contempt of court for violating an injunction against a strike shall be fined up to Twenty Thousand Dollars (\$20,000.00) for each such calendar day. The fines so collected shall immediately accrue to the school district and shall be used by it to replace those services denied the public as a result of the strike. Each officer, agent or representative of a teacher organization found to be in contempt of court for violating an injunction against a teacher organization shall be liable for any damages which might be suffered by a public employer as a result of a violation of the provisions of subsection (3) of this section by the teacher organization or its representatives, officers and agents. The chancery court having jurisdiction over such actions is empowered to enforce judgement against teacher organizations by the attachment or garnishment of organization initiation fees or dues.

If the court, after a hearing or notice, determines that a licensed teacher has violated subsection (3) of this section, it shall over 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 therefore.

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

LEGAL REF.: MS CODE as cited

LXXI. SUBSTITUTE TEACHERS

GBRJ

When the services of a substitute teacher will be 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 the absence.

The principal is responsible for obtaining substitute teachers. The teacher should have available for the substitute a class roll, lesson plan and keys in order that the substitute can more effectively take charge of the class. Whenever possible, the teacher should notify the principal the day before the expected return to class so that the substitute teacher can be notified.

The rate of pay for substitute teachers is as approved by the Board and the discretion of the superintendent.

If the time served by a substitute is less than that of a full day, it should be computed in hours (anything over a half hour), and the substitute will be paid on any hourly basis as approved by the Board and the discretion of the superintendent.

**LXXII. DRUG FREE WORKPLACE – DRUGS AND ALCOHOL – SMOKING -
TOBACCO USE**

GBRL

No North Bolivar Consolidated Public School employee 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 to mean the site for the performance of work done in connection with a federal grant. 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 a field trip or athletic event, where students are under the jurisdiction of the school district where work on a federal grant is performed.

The purposes of this policy are as follows:

- a. to maintain a safe, healthy working environment for all employees;
- b. to maintain the highest quality educational program for our students by insuring that no personnel of the district are users of illegal drugs or under the influence of drugs or alcohol;
- c. to reduce the number of accidental injuries to person or property; and
- d. to reduce absenteeism and tardiness and improve the quality of educational services.

(b) SECTION I: SUBSTANCE ABUSE

The following are rules representing the district's policy concerning substance abuse:

- a. All employees are prohibited from being under the influence of drugs at school while on duty or on school premises. All employees are prohibited from using illegal drugs or prescription medication for which they do not have a proper prescription.
- b. The sale, possession, transfer, or purchase of illegal drugs on school property or while performing school business is strictly prohibited. Such action will be reported to appropriate law enforcement officials.
- c. The use, sale, or possession of an illegal or non-prescribed drug or controlled substance while on duty is cause for immediate termination.
- d. No alcoholic beverage will be brought or consumed on school premises.
- e. No prescription drug will be brought on school premises by any person other than the person for whom the drug is prescribed. Prescription drugs will be used only in the manner, combination, and quantity prescribed.
- f. Any employee whose off-duty use of alcohol or illegal or non-prescribed drugs results in excessive absenteeism, tardiness, poor work, or an accident will be subject to discipline, including termination.

(c) SECTION II: FEDERAL GRANT EMPLOYEES

As a condition of employment in any federal grant, each employee who is engaged in performance of a federal grant shall notify his or her supervisor of his or 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 any federal grant, each employee who is engaged in performance of a federal grant shall abide by the terms of the school district policy respecting a drug-free workplace.

(d) SECTION III: SANCTIONS

An employee who violates the terms of this policy may be non-renewed, or his or her employment may be suspended or terminated, at the discretion of the board.

Suspension or dismissal may result in the suspension or revocation of the license of a licensed employee.

Sanctions against employees, including non-renewal, suspension, and termination, shall be in accordance with prescribed school district administrative regulations and procedures.

Employees must complete required district forms related to the Drug-Free Workplace policy.

LXXIII. SMOKING AND OTHER USES OF TOBACCO IN THE WORKPLACE	GBRM
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(a) STANDARD OF CONDUCT

Employees are prohibited from using any tobacco product on school premises at any time or while driving or riding in any school owned vehicle. Compliance with the standards of conduct is mandatory for all employees.

(b) DEFINITIONS

School premises will mean any property whether owned or used in any other manner under the control of the Board of Trustees or its designee.

Use of tobacco products includes smoking, chewing, and dipping.

School owned vehicles includes all motor vehicles owned by North Bolivar Consolidated School District.

LXXIV. DRUG AND ALCOHOL TESTING POLICY	GBRM-2
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DRUG AND ALCOHOL TESTING POLICY

All of the district's personnel, including administrators, will be subject to testing randomly or if reasonable suspicion exists.

The purposes of this policy are as follows.

- a. to maintain a safe, healthy working environment for all employees;

- b. to maintain the highest quality educational program for our students by insuring that no personnel of the district are users of illegal drugs or under the influence of drugs or alcohol;
- c. to reduce the number of accidental injuries to person or property; and
- d. to reduce absenteeism and tardiness and improve the quality of educational services.

(b) SECTION I: SUBSTANCE ABUSE

The following are rules representing the district's policy concerning substance abuse.

- a. All employees are prohibited from being under the influence of drugs or alcohol while on duty or on district premises. All employees are prohibited from using illegal drugs, or prescription medication for which they do not have a proper prescription.
- b. The sale, possession, transfer, or purchase of illegal drugs on district property or while performing district business is strictly prohibited. Such action will be reported to appropriate law enforcement officials.
- c. The use, sale, or possession of an illegal or non-prescription drug or controlled substance while on duty is cause for immediate termination.
- d. No alcoholic beverage will be brought or consumed on district premises.
- e. No prescription drug will be brought on district premises by any person other than the person for whom the drug is prescribed. Prescription drugs will be used only in the manner, combination, and quantity prescribed.
- f. Any employee whose off-duty use of alcohol, illegal, or non-prescription drugs results in excessive absenteeism, tardiness, poor work, or an accident will be subject to discipline, up to and including termination.

(c) SECTION II: DRUG AND ALCOHOL TESTING

- a. North Bolivar Consolidated School District will conduct pre-employment testing for bus drivers, reasonable suspicion testing, and random testing of all personnel.
- b. An employee will be allowed to provide notice to the Lowndes County School District of currently or recently used prescription or non-prescription drugs prior to the time of the test.

- c. Random testing of bus drivers will be implemented using a neutral selection basis. The North Bolivar Consolidated School District will not waive the selection of any employee chosen pursuant to the random selection procedures.
 - i. Reasonable suspicion is defined under this policy as the belief by the North Bolivar Consolidated School District that an employee is using or has used drugs or alcohol in violation of North Bolivar Consolidated School District's policy. Reasonable suspicion may be based upon, among other things:
 - 1) Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of a drug;
 - 2) Abnormal conduct or erratic behavior while at work, absenteeism, tardiness, or deterioration in work performance;
 - 3) A report of drug use provided by reliable and credible sources and which has been independently corroborated;
 - 4) Evidence that an individual has tampered with a drug and alcohol test during his employment with the current employer;
 - 5) Information that an employee has caused or contributed to an accident while at work; and
 - 6) Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs while working or while on school premises or while operating one of the school's vehicles, its machinery, or its equipment.
 - ii. If there is reasonable suspicion that an employee is using or has used drugs or consumed alcohol in violation of the District's policy, that employee will be required to submit to a drug and/or alcohol test. The superintendent (or in his or her absence an appointed replacement) must approve in advance all reasonable suspicion testing. If the test result is confirmed positive for drugs or alcohol in violation of District's drug and alcohol policy, the employee will be subject to immediate termination of his or her employment with the district.

Any employee who refuses to take a drug and alcohol test will be subject to discipline, up to and including immediate termination of employment.

The following are drugs for which the district may test: alcohol, opiates, amphetamines, phencyclidine (PCP), marijuana, and cocaine.

An employee who receives a positive confirmation drug and alcohol test result may contest the accuracy of the result or explain the results within ten days of the date of such result by filing a written statement with the superintendent. An employee, at his or her own cost, also may request that the specimen be retested at a certified laboratory of his or her own choosing.

An employee who receives a positive confirmation test result and who fails to present a satisfactory contest or explanation to such result, or a contrary result from a certified laboratory of the employee's own choosing, will be subject to discipline, up to and including termination.

A copy of this policy, and state law regarding drug testing can be obtained from the district office.

LXXV. USE OF VEHICLES	GACK
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(a) SECTION I: PERSONAL VEHICLE

Employees who have prior authorization and are required to use their own automobiles in the performance of their duties shall be reimbursed for such travel at the mileage rate as allowed by the Fiscal Management Board and approved by the school board. Requests for reimbursement shall be honored only if submitted within one month of their occurrence and prior to June 30, ending the school year. The employee shall submit the mileage statement to his/her immediate supervisor for approval, who will then forward the statement to the designee of the superintendent. The statement will then be submitted to the finance office for payment.

(b) SECTION II: DISTRICT VEHICLE

When the job classification requires the employee to drive a district vehicle, the employee shall be required to have a valid driver's license and shall qualify for vehicle insurability. When an employee is denied insurance coverage by the district's insurance carrier and the employee provides his/her own coverage, the insurance coverage the employee provides must meet district approved standards. If the employee's driver's license is revoked and/or insurability is removed, the employee is subject to dismissal.

See GBRF.

LXXVI. PROFESSIONAL ORGANIZATIONS	GBS
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Membership in a professional education association is voluntary. Professional association activities shall not interfere with a staff member's accepted responsibilities to the school system.

LXXVII. PROFESSIONAL PUBLISHING**GBT**

The Board recognizes that staff members are in a unique position to create written materials of benefit to the field of education. However, the staff member must place his/her duties and responsibilities to the school system first, and must have approval of the superintendent before utilizing material and information from within the school system for publication purposes.

LXXVIII. CLASSIFIED/NON-LICENSED STAFF SECTION**GC**

Classified non-instructional personnel are "at will" employees whose duties do not require a certificate (or license) issued by the State Department of Education. Classified employees have no property rights in their employment, which may be terminated without notice at any time by either the employee or the employer.

The superintendent has the power, authority and duty to make assignments to the various schools in the district of all non-instructional and non-licensed employees, as provided in Section 37-9-17, and to make reassignments of such employees from time to time. § 37-9-14 (2) (s)

The superintendent has the power, authority and duty to employ and dismiss non-instructional and non-licensed employees as provided by law. § 37-9-14 (2) (y)

Within the limits of the available funds, the Superintendent of Schools shall recommend to this School Board all non-instructional employees to be employed and may prescribe the duties thereof. Compensation for such employees may be paid from any lawful funds. § 37-9-3

This Board has the power, authority and duty to employ all non-instructional and non-licensed employees and fix the duties and compensation of such personnel deemed necessary pursuant to the recommendation of the Superintendent of Schools. § 37-7-301 (w)

The Board considers its classified personnel who serve as secretaries, cafeteria workers, public relations consultants, custodians, maintenance workers, bus drivers, and other non-licensed and non-instructional positions to be vital to the smooth functioning of the school system.

Licensed and non-licensed personnel are to work together as partners to provide the best possible learning situations for the students of this school district.

NOTE: All new hire licensed and non-licensed employees after July 1, 2000, must have a state child abuse registry, check and criminal records background check via fingerprint card. See policy GCD — Classified Personnel Hiring.

LEGAL REF.: MS CODE as cited

CROSS REF.: Policies CA — General School Administration Goals and Objectives
CC — Organization Charts
GCD — Non-licensed Personnel Hiring

LXXIX. POSITIONS

GCB

Each employee of the school district shall have a position description which specifies job responsibilities.

LXXX. RECRUITMENT

GBC

The Board, within limitations of its budget and the approved salary schedule, is committed to the policy of acquiring and keeping the best qualified personnel.

The superintendent shall institute procedures to obtain sufficient qualified candidates for any existing or anticipated vacancies.

LXXXI. HIRING – CLASSIFIED/NON-LICENSED EMPLOYEES

GCD

Annually, prior to July 1, and thereafter as is necessary, the superintendent or his/her designee shall submit for approval of the Board of Trustees, the titles and names of all full-time and part-time classified personnel recommended for employment for the ensuing fiscal year, showing classification, terms of employment, and rates and dates of compensation.

(a) DEFINITION

Classified/Non-licensed personnel are "at will" employees whose duties do not require a certificate (or license) issued by the Mississippi Department of Education. Classified/non-licensed employees have no property rights in their employment, which may be terminated without notice at any time.

(b) AUTHORITY

Within the limits of the available funds, the superintendent shall recommend to the School Board thereof all non-instructional employees to be employed and may prescribe the duties thereof. Compensation for such employees may be paid from any lawful funds. § 37-9-3 (1987)

The superintendent has the power, authority and duty to make assignments to the various schools in the district of all non-instructional and non-licensed employees, as provided in Section 37-9-17, and to make reassignments of such employees from time to time. § 37-9-14 (2) (s) (1999)

The superintendent has the power, authority and duty to employ and dismiss non-instructional and non-licensed employees as provided by law. § 37-9-14 (2) (y) (1999)

This Board has the power, authority and duty to employ all non-instructional and non-licensed employees and fix the duties and compensation of such personnel deemed necessary pursuant to the recommendation of the Superintendent of Schools. § 37-7-301 (w) (1996)

(c) APPLICATION

Candidates for non-licensed positions shall make formal application with the personnel director. The candidate shall provide documentation required by the school district. In cases where specific training is required by a state or federal agency, the School Board will be guided by these specific requirements.

(d) SELECTION/HIRING

The school district shall be in compliance with state laws governing hiring of all employees and background checks. (See Policy GAAC.)

Legal Ref.: §37-9-17, MS Code of 1972 as amended.

The school district shall select the most competent candidates available for non-licensed positions, taking into consideration the experience, training, personality, health, and attitudes of each applicant. The candidate shall possess acceptable personal traits and qualities as revealed by appraisals based on personal interviews by persons deemed competent to make such evaluations. Annual health certificates for food service employees are required, as may be obtained at the local health department without expense to the employee.

(e) SALARY

The School Board shall fix the salary of non-licensed personnel taking into consideration the training, experience, and responsibility of the employee. The salary paid shall be not less than the federal minimum wage and shall be in compliance with the Fair Labor Standards Act.

LEGAL REF.: MS CODE as cited

CROSS REF.: Policies CA — General School Administration Goals and Objectives

GC — Non-licensed Staff Section

GCRA — Fair Labor Standards Policy

GAAC — Hiring — All Employees

APPLICATION REQUIRED - Candidates for non-certified/non-licensed positions shall make formal application with the appropriate supervisor, principal or superintendent of schools. The Superintendent of Schools shall insure that the applicant is given full and proper consideration.

FACTORS OF SELECTION - It shall be the duty of the school board to elect to non-certified positions the most competent candidates available, taking into consideration the experience, training, personality, health, and attitudes of each applicant.

RECOMMENDATION - The Superintendent of Schools shall recommend to the School Board candidates for appointment to non-certified positions.

PERSONAL - The candidate shall possess acceptable personal traits and qualities as revealed by appraisals based on personal interviews by individuals deemed competent to make such evaluations.

SPECIFIC - The candidate shall provide the Superintendent of Schools with recommendations by former employers and records of specific training for the position for which he/she is an applicant. In cases where specific training is required by a state or federal agency, the school board will be guided by these specific requirements.

FIXING SALARY - The School Board shall fix the salary of non-certified personnel taking into consideration the training, experience, and responsibility of the employee. The salary paid shall not be less than the federal minimum wage and shall be in compliance with the Fair Labor Standards Act. All salaries will be paid in twelve (12) months equal payments.

RETIREMENT - Non-certified personnel shall be retired from public employment under such conditions and provisions established by the Public Employee Retirement System (PERS).

LXXXII. EMPLOYMENT PRIOR TO BOARD APPROVAL - CLASSIFIED/NON-LICENSED EMPLOYEES	GCDA
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Where job openings occur in positions to be filled by classified/non-licensed personnel, the superintendent shall have the authority to employ supportive personnel on a temporary basis, subject to later Board approval. Employees so hired shall be informed at the time of their initial employment that permanent employment will be subject to Board approval or disapproval.

LXXXIII. CLASSIFIED/NON-LICENSED PERSONNEL ORIENTATION	GCF
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Employees new to the school system will participate in an orientation session for new employees scheduled annually prior to the opening of the school year. All employees will participate in a pre-school orientation session scheduled annually prior to the opening of the school year.

LXXXIV. CLASSIFIED/NON-LICENSED STAFF/STAFF DEVELOPMENT/COMPUTER	GCFA
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All classified/non-licensed staff members will participate annually in the staff development program approved by the District School Board.

LXXXV. CLASSIFIED/NON-LICENSED PERSONNEL SUPERVISION	GCH
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The Superintendent will be responsible for designing and implementing an effective personnel

Supervision program. Each program is to have as its basic interest the improvement and development of the classified staff.

LXXXVI. EVALUATIONS – CLASSIFIED/NON-LICENSED EMPLOYEES	GCI
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The School Board of this district directs the superintendent to formulate and implement a formal annual performance appraisal system based on job descriptions and on-the-job performance of every classified employee.

LXXXVII. PROMOTION – CLASSIFIED/NON-LICENSED EMPLOYEES	GCI
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The school district shall encourage growth by following the policy of allowing staff members to receive first consideration for job responsibility assignment change. Personnel will be notified of existing vacancies.

Request shall be made in writing to the appropriate central office personnel.

It shall be the policy of the Board to select the best qualified applicant without regard to race, color, creed, sex, or national origin, nor shall any staff member be denied consideration for promotion because of age, marital status or disability.

LXXXVIII. TRANSFERS – CLASSIFIED/NON-LICENSED EMPLOYEES	GCM
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The superintendent or designated representative may transfer personnel within the school system. Staff members desiring a transfer to another campus shall submit the request in writing to the appropriate central office personnel. The request for transfer will not be granted automatically. There are circumstances that will have to be taken into consideration such as complying with court order and the present principal's approval of the transfer and the recommending principal making the recommendation for transfer to his/her school.

LXXXIX. RESIGNATION – CLASSIFIED/NON-LICENSED EMPLOYEES	GCO
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A classified employee will give the Board fourteen (14) calendar days written notice of intention to resign.

XC. REEMPLOYMENT – CLASSIFIED/NON-LICENSED EMPLOYEES	GCP
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Upon recommendation by the immediate administrator/supervisor and the approval of the superintendent and school board, classified employees will be reemployed for the next school year.

XCI. WORKING CONDITIONS – HEALTH EXAMINATIONS – CHILD NUTRITION EMPLOYEES ONLY GCR

The Board grants the superintendent authority to require any person applying for child nutrition employment to furnish a satisfactory health certificate from a licensed physician or the State Health Department, certifying that he/she has had a negative (nonspecific) reaction to any standard tuberculin skin test approved by the State Department of Health not more than ninety (90) days prior to employment and that such person is free from tuberculosis in an infectious or communicable stage. Such requirement will be mandated only for positions that involve food handling or for such times as the superintendent has reason to believe the health and welfare of students and staff is in question.

XCII. WORKING CONDITIONS – FAIR LABOR STANDARDS POLICY GCRAA

(a) PURPOSE

To ensure compliance with the minimum wage, overtime pay and record keeping requirements and the child labor restrictions of the Fair Labor Standards Act (FLSA) of the United States.

(b) EXEMPT EMPLOYEES

Licensed professional employees (teachers, counselors, supervisors, administrators) business manager, maintenance director, community relations specialist.

(c) COVERED EMPLOYEES

All employees in the job classifications listed below:

Secretaries	Janitors
Bookkeepers	Maids
Clerks	Assistant Teachers
Mechanics	Substitute Teachers
Bus Drivers	Security
Delivery Men	Cafeteria Personnel
Maintenance Personnel	Data Entry Operators

(d) EMPLOYMENT RELATIONSHIPS

An employment relationship is not created between trainees (student teachers) or students and this school district due to the circumstances surrounding their activities.

An employment relationship is not created between this school district and individuals who volunteer or donate their services to the school district as a public service without contemplation of pay.

Hiring off-duty policemen or deputies on a part-time basis by the school district for crowd control or for security purposes does not create a joint employment relationship between the school district and the city or county. The school district is separate and distinct and acts entirely independent of other governmental entities.

(e) HOURS WORKED

Each employee subject to FLSA shall be paid in accordance for all hours worked. Compensable time includes all time that an employee is required to be on duty. Coffee breaks, waiting time and meal periods which are frequently interrupted by calls to duty are hours worked and are compensable.

For employees subject to the FLSA the workweek begins on Saturday and ends at the end of the next Friday.

Pay periods and payroll cutoff dates are scheduled for each month of the school year. A copy of this schedule is on hand and available at each school and the central office. Payday is the last working day of each month. Hours worked shall be recorded to the nearest quarter hour at sign in and sign out by each employee on time sheets provided by the district. Submission of a false time sheet may result in suspension or dismissal. Each employee shall report to work in accordance with the schedule of working hours provided by the superintendent for each job category. Deviation from the predetermined schedule requires written approval of the superintendent.

(f) BASIC MONETARY REQUIREMENTS

All employees subject to FLSA shall be paid not less than the current minimum wage.

(g) OVERTIME PAY

All employees subject to FLSA shall be paid not less than one and one-half times their regular rates of pay for all hours worked over 40 in a workweek. Overtime pay due an employee shall be computed on the basis of the hours worked in each workweek. Overtime pay may not be waived by an agreement between employer and employees nor may the hours of work of an employee be averaged over two or more workweeks. Any overtime pay will be based on the employee's regular rate which will include all remuneration for employment. Overtime will be paid only on hours actually worked in excess of 40 hours during the work week. When accumulated leave hours are used, those hours will be paid at regular time. Leave time cannot be combined with actual work hours to cause overtime.

(h) AUTHORIZATION FOR ADDITIONAL WORK REQUIRED

Each district employee responsible for the supervision of employees subject to the FLSA shall, prior to permitting any additional work, receive authorization from the superintendent or his/her designee. Additional work hours are any hours worked outside the normal work schedule. Additional hours worked will result in overtime only when the actual hours worked during the work week exceed forty.

The superintendent will allow the use of flex time only for PTO meetings, open house functions, and staff meetings. Flex time shall be approved by the principal and documented in writing. Documentation shall be attached to the employee's time report and submitted to the business office at the scheduled cutoff date.

The superintendent may, in an effort to keep overtime at a minimum, establish a layoff plan, if, in his/her opinion, such a plan would not be detrimental to the mission of the school district. Under such a plan an employee would be laid off after working 40 hours in a workweek. For example, the secretary who has to work ten hours a day on Monday, Tuesday, Wednesday, and Thursday would be laid off Friday and return to work the next Monday. The layoff must occur during the same workweek the 40 hours were worked.

Recognizing that all compensation is based on the workweek, not the calendar week, will minimize problems with a layoff plan. For this school district the workweek begins at 12:01 A.M. each Saturday and ends at 12:00 midnight each Friday.

(i) RECORD KEEPING

The superintendent shall require all records on wages, hours, and other items listed in the record keeping regulations (29 CFR Part 615) to be kept by the business office for the time specified by the Act.

The superintendent or his/her designee shall secure a sufficient quantity of the minimum wage poster. One poster shall be displayed in each district work site.

(j) ENFORCEMENT

District employees shall, at all times, cooperate with authorized representatives of the Department of Labor who may visit a work site.

- a. to investigate and gather data concerning wages, hours, and other employment practices;
- b. to enter and inspect any school district premises and records;
- c. to question employees to determine whether any person has violated any provision of the FLSA.

Employers who have willfully violated this law may face criminal penalties, including fines and imprisonment.

District employees responsible for supervising employees subject to the FLSA who willfully violate the terms of this policy shall be subject to disciplinary action by the school district. Any disciplinary action taken by the school district will be in addition to any relief granted an employee by the U. S. Department of Labor or a court of law.

Willful is defined by the U. S. Department of Labor as "knew or should have known."

(k) CHILD LABOR PROVISIONS

The FLSA contains important provisions regarding the employment of children. Management personnel shall consult with the superintendent or his/her designee prior to the employment of any individual under 18 years of age.

If a decision is made to employ child labor, the hiring, hours worked, work performed, and rate of pay shall be in full compliance with the FLSA.

Violations of the FLSA child labor provisions or any regulation issued under them may subject the violator to a civil money penalty up to \$1,000.00 for each violation.

Each district employee responsible for the supervision of employees subject to the Fair Labor Standards Act shall, prior to permitting any overtime work, receive authorization from the superintendent or his/her designee.

LEGAL REF.: Fair Labor Standards Act (FLSA) of the United States.

CROSS REF.: Policy GCD — Non-licensed Personnel Hiring
GAAC — Hiring

XCIII. NON-SCHOOL EMPLOYMENT – CLASSIFIED/NON-LICENSED PERSONNEL	GCRF
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A classified employee contracting for or performing any other employment which will result in absence from duty required under school agreement may have his/her employment terminated.

XCV. INSURANCE MANAGEMENT	EGA
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The North Bolivar Consolidated School District shall establish a plan within the policies outlining the range of benefits available to its employees and their beneficiaries.

XCVI. BEREAVEMENT POLICY	GBRAID
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The North Bolivar Consolidated School District will grant a maximum of three (3) consecutive work days Administrative Leave due to a death in the “immediate family”. For the purpose of this leave, “immediate family: “is defined as a spouse, children, stepchildren, bother, sister, parent, Step parent, stepbrother, and sisters, parents-in-law, son/daughters-in-laws, grandchildren, grandparents and grandparents-in-law.

The three (3) consecutive work days of leave will be granted with the direct relationship to the time of the event. Any additional leave will be taken as personal leave. To receive bereavement leave, proper documentation must be received by the school administrator.

ABSENCE FROM DUTY**1. LICENSED EMPLOYEE**

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

2. SICK LEAVE ALLOWANCE

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

- a. Each licensed employee and teacher assistant, at the beginning of each school year, shall be credited with a minimum sick leave allowance, with pay, of seven (7) days for absences caused by illness or physical disability of the employee during that school year.
- b. Any unused portion of the total sick leave allowance shall be carried over to the next school year and credited to such licensed employee and teacher assistant if the licensed employee or teacher assistant remains employed in the same school district. In the event any public school licensed employee or teacher assistant transfers from one public school district in Mississippi to another, any unused portion of the total sick leave allowance credited to such licensed employee or teacher assistant shall be credited to such licensed employee or teacher assistant in the computation of unused leave for retirement purposes under Section 25-11-109, Mississippi Code of 1972. Accumulation of sick leave allowed in the school district shall be unlimited.
- c. No deduction from the pay of such licensed employee or teacher assistant may be made because of absence of such licensed employee or teacher assistant caused by illness or physical disability of the licensed employee or teacher assistant until after all sick leave allowance credited to such licensed employee or teacher assistant has been used.
- d. For the first ten (10) days of absence of the licensed employee because of illness or physical disability, in any school year, in excess of the sick leave allowance credited to such licensed employee, there shall be deducted from the pay of such licensed employee the established substitute amount of licensed employee compensation paid in that local school district, necessitated because of the absence of the licensed employee as a result of illness or physical disability. In lieu of deducting the established substitute amount from the pay of such licensed employee, the policy may allow the licensed employee to receive full pay for the first ten (10) days of absence because of illness or physical disability, in any school year, in excess of the sick leave allowance credited to such licensed employee. Thereafter, the regular pay of such absent licensed employee shall be suspended and withheld in its entirety for any period of absence because of illness or physical disability during that school year.

3. PERSONAL LEAVE ALLOWANCE

Each licensed employee at the beginning of each school year shall be credited with a minimum personal leave allowance, with pay, of two (2) days for absences caused by personal reasons during that school year. Except as otherwise listed below, such personal leave shall not be taken on the first day of the school term, the last day of the school term, on a day previous to a holiday or a day after a holiday. Notwithstanding the restrictions listed above on the use of personal leave, a licensed employee may use personal leave as follows:

- (a) Personal leave may be taken on the first day of the school term, the last day of the school term, on a day previous to a holiday or a day after a holiday if, on the applicable day, an immediate family member of the employee is being deployed for military service.
- (b) Personal leave may be taken on a day previous to a holiday or a day after a holiday if an employee of a school district has either a minimum of ten (10) years of experience as an employee of that school district or a minimum of thirty (30) days of unused accumulated leave that has been earned while employed in that school district.
- (c) Personal leave may be taken on the first day of the school term, the last day of the school term, on a day previous to a holiday or a day after a holiday if, on the applicable day, the employee has been summoned to appear for jury duty or as a witness in court.
- (d) Personal leave may be taken on the first day of the school term, the last day of the school term, on a day previous to a holiday or a day after a holiday if, on applicable day, an immediate family member of the employee dies or funeral services are held. Any of the three (3) bereavement days may be used at the discretion of the teacher, and are not required to be taken in consecutive session.

Personal leave may be used for professional purposes, including absences caused by attendance of such licensed employee at a seminar, class, training program, professional association or other functions designed for educators. No deduction from the pay of such employee may be made because of absence of such licensed employee caused by personal reasons until after all personal leave allowance credited to such employee has been used. However, the superintendent of a school district, in his discretion, may allow a licensed employee personal leave in addition to any minimum personal leave allowance, under the condition that there shall be deducted from the salary of such licensed employee the actual amount of any compensation paid to any person as a substitute, necessitated because of the absence of the licensed employee. Any unused portion of the total personal leave allowance up to five (5) days shall be carried over to the next school year and credited to such licensed employee if the licensed employee remains employed in the school district.

4. PROFESSIONAL LEAVE ALLOWANCE

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

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

5. RETIREMENT

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

6. RULES AND REGULATIONS

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

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

7. PAYMENT OF SUBSTITUTE EMPLOYEES

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

8. NONLICENSED AND HOURLY PAID SCHOOL EMPLOYEES

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

9. VACATION AND PERSONAL LEAVE

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

10. DEFINITIONS

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

i. "Catastrophic injury or illness" means a life-threatening injury or illness of an employee or a member of an employee's immediate family that totally incapacitates the employee from work, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation from the state for the employee. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Chronic illnesses or injuries, such as cancer or major surgery, that result in intermittent absences from work and that are long-term in nature and require long recuperation periods may be considered catastrophic.

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

b. 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:

i. 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.

ii. 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.

iii. An employee must have exhausted all of his or her available leave and sick leave before he or she will be eligible to receive any leave donated by another employee. Eligibility for donated leave shall be based upon review and approval by the donor employee's supervisor.

iv. 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, and

a prognosis for recovery and the anticipated date that the recipient employee will be able to return to work.

v. 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.

vi. 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

vii. Donated leave shall not be used in lieu of disability retirement. 37-7-307

11. JURY DUTY / OTHER LEAVE - This school board shall provide leave for employees who serve on juries and/or serve as a witnesses under subpoena. The school board cannot recover jury fees from employees who serve on juries. (Attorney General Opinion, Middleton, 1991

12. LEAVE DUE TO DECLARED EMERGENCY CLOSURES

The school board may, in its discretion, provide additional administrative leave with pay for all employees (professional, certified, and classified) in the event of declared emergency closures.

CROSS REF.: Policies GARIA Family and Medical Leave Act

XCVIII. CORPORAL PUNISHMENT

JDB

CORPORAL PUNISHMENT

Reasonable corporal punishment of a non-disabled student is permitted as a disciplinary measure in order to preserve an effective educational environment which is free from disruption and is conducive to furthering the educational mission of the board. The superintendent shall establish and enforce rules and regulations governing the administration of corporal punishment which are consistent with the following requirements:

1. School personnel is prohibited from using corporal punishment on any student with a disability. A student with a disability is any student who has an IEP or Section 504 plan.
2. Corporal punishment shall be administered only after less stringent measures such as counseling, parental conferences and other forms of discipline have failed to produce the desired results, unless the conduct of a student is of such an extreme nature that corporal punishment is the only reasonable form of discipline under the circumstances.
3. Any corporal punishment shall be reasonable and moderate and may not be administered maliciously or for the purpose of revenge. Such factors as the size, age and condition of the student, the type of instrument to be used, and the amount of force to be used and the part of the body to be struck shall be considered before administering any corporal punishment.
4. Corporal punishment may be administered by the school principal, assistant principal, or a teacher.
5. When corporal punishment is administered, it shall be done in the presence of another school employee.

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

A public school teacher, assistant teacher, principal, assistant principal, or other school personnel shall not be granted immunity from liability for the use of corporal punishment on a student with a disability.

Corporal punishment administered in a reasonable manner by a teacher, principal or assistant principal acting within the scope of his employment or function and in accordance with any state or federal laws or rules or regulations of the State Board of Education or the local school board does not constitute assault, simple assault, aggravated assault, battery, negligence or child abuse. No teacher, principal or assistant principal so acting shall be named as an individual defendant or be held liable in a suit for civil damages alleged to have been suffered by a student as a result of the

administration of corporal punishment, unless the court determines that the teacher, principal or assistant principal acted in bad faith or with malicious purpose or in a manner exhibiting a wanton and willful disregard of human rights or safety.

Corporal punishment means the reasonable use of physical contact by a teacher, principal or assistant principal as may be necessary to maintain discipline, to enforce a school rule, for self-protection or for the protection of other students from disruptive students. Corporal punishment in the form of paddling shall be witnessed at all times by at least one (1) school employee, and all other acts of corporal punishment, as defined herein, shall be witnessed at all times, if possible, by a school employee. ' 37-11-57 (1997)

LEGAL REF.: MS Code ' 37-11-57 and ' 11-46-9 (1) (x)
Ingraham v. Wright, 97 S. Ct. 1401 (1977)

CROSS REF.: Policy JD - Student Discipline

XCIX. Distance/Online Learning

IAAA

Distance/Online Learning

During times of emergency closures, the teachers and staff of the North Bolivar Consolidated School District (NBCSD) may have to deliver educational services through distance learning. Distance Learning, also called distance education and online learning, is a method of studying in which lectures are broadcast or classes are conducted by correspondence or over the internet, without students needing to attend a school. Distance learning techniques may include, but is not limited to, mailed hard copy materials, web-based instruction, and/or online materials. District employees will be trained in using technology to deliver academic content in order to continue to support high quality student learning.

The District recognizes that the health, safety, and well-being of students and staff is the primary concern during times of emergency. Educators, administrators, and parents will have to collaborate creatively to ensure students continue to have access to appropriate educational materials and continue to receive daily interaction with teachers. Teacher and student responsibilities and expectations will change during any distance learning instruction.

Teacher's responsibilities are as follows:

1. Teachers will have all required technology such as laptops or tablets with them to provide remote instruction;
2. Teachers will provide guidance and feedback on class work through email, the school website, or any other approved means of communication;
3. Teachers will be available for communication during normal work hours;
4. If a teacher is not available for distance learning due to illness or a personal day, the teacher will communicate with the students/parents within 24 hours of their return to work;

5. Teachers will provide instruction to all students along with appropriate and reasonable accommodations to those who are on a 504 plan or an IEP;
6. Any other responsibilities approved by the Board or the Superintendent.

Student's responsibilities are as follows:

1. Students will be available for their courses during instructional periods and will complete assignments given by their teachers;
2. Students will continue to follow the expectations set by their individual classroom teachers;
3. Students who do not have electronic access or are not provided a school district device, will complete educational activities through paper/written format;
4. Students will bring any questions or concerns to their individual teachers;
5. Any other responsibilities approved by the Board or the Superintendent.

Students with Disabilities

During times of emergency, individual education must take place for all students, including students with disabilities. District employees will make decisions regarding distance learning based upon what is best for each individual student. The District will continue to comply with all applicable state and federal laws including the Individuals with Disabilities Act (IDEA), Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act (ADA). Students with disabilities will continue to receive a free and appropriate public education (FAPE), however, special education and related services may be provided virtually, online, and/or telephonically in order to maintain the health and safety of both the students and teachers.

If, during an emergency closure, it becomes unfeasible or unsafe to provide certain IEP services such as hands-on physical therapy or occupational therapy, these services will be provided online. This includes, but is not limited to, extensions of time for assignments, videos with accurate captioning or embedded sign language, accessible online reading materials, and other services through video conferencing.

Where technology itself imposes a barrier to access or where educational materials simply are not available in an accessible format, children with disabilities will be provided with equally effective alternate access to the curriculum or services provided to other students. This includes, but is not limited to, distributing print material, reading educational material over the phone, and/or audio recordings.

The superintendent and/or designee shall develop procedures to support this policy.

C.

***Staff Conduct on Virtual Meetings
Policy: IAAB***

The North Bolivar Consolidated School District recognizes that distance learning methods may have to be instituted or other virtual meetings may have to take place at different times during the school year. During these periods of virtual interaction, the staff shall abide by the guidelines set forth in this and other relevant board policy. Access to virtual meetings must be used in a responsible, safe, ethical, and legal manner. Failure to adhere to board policy shall result in disciplinary action up to termination.

Virtual Platform Usage

Staff members shall only use board approved methods of conducting virtual meetings. Available platforms will need to be screened for security and approved ahead of time before any staff member may use a platform to conduct virtual meetings involving school business. A staff member shall seek approval from his/her superintendent before using any method of virtual meeting that has not been board approved.

Virtual meetings shall only be used when necessary, when meeting in person is unavailable, and/or when conducting physical meetings is against recommendations from the district's superintendent. Staff members shall conduct themselves in a professional manner while participating in virtual meetings with students, parents, other staff members, or district administration. All board policies and procedures shall be followed at all times.

As expected of any class interaction, participants are expected to treat each other with courtesy and respect. Abuse in the form of intimidation, harassment, or threatening behavior directed towards any teacher, student, or administrative staff will not be tolerated.

No person shall enter, or attempt to enter, a virtual session fraudulently using the name or likeness of another student, faculty, or staff member.

Student Communication

All communications with students over virtual meetings shall remain professional and shall be for educational purposes only. Any inappropriate material used during a virtual meeting including, but not limited to, sexual material, derogatory material, and/or items exhibiting drugs and/or alcohol is strictly prohibited. Social media shall never be used or approved as a communication method.

When conducting distance learning or any other virtual meeting with students, a minimum number of ____ students must be present.

If individual instruction is required due to individualized education plans or 504 plans parental presence is required throughout the duration of the instruction.

Disclosure of Information

Staff shall be aware of the information that is being disclosed over virtual meetings to students, parents, or other staff members. Information shall only be shared that is relevant to instruction and no information shall be shared that violates state or federal law including the Family Educational Rights and Privacy Act (FERPA).

FERPA protects personally identifiable information (PII) from students' education records from unauthorized disclosure. FERPA defines education records as "records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution." Staff shall be aware of what constitutes personally identifiable information and shall only share information in accordance with the Family Educational Rights and Privacy Act.

Staff shall take care when sharing protected information, whether by FERPA or any other state or federal law, and shall only disclose information over a virtual meeting when necessary or when other methods, such as in person or in writing, is not feasible.

Professional Educator Code of Conduct

During all interactions over virtual platforms, staff shall be aware of and adhere to the Mississippi Educator Code of Ethics and Standards of Conduct. All behavior and material shared shall be in compliance with the code of conduct at all times.

CC. Responsible Use of District Issued Technology (IJBD)

The North Bolivar Consolidated School District (NBCSD) provides the privilege of technology for use in the schools and distance learning situations. Use of any district technology, including the use of devices and other technology under the Mississippi Equity in Distance Learning Grant Program, shall only be used for its intended purpose and for school purposes.

Before being given permission to use district technology, each user, as well as a minor's parent(s) or guardian(s), is required to sign the Responsible Use of District Issued Technology Agreement.

Fines may be assessed for any intentional loss or damage of any school district devices.

Each user of district technology will:

1. Use school technology for school-related purposes only.
2. Treat school technology and devices with care and alert staff if there are any problems with operation.
3. Return district technology in the same manner as it was received minus normal wear and tear.

CCC.

***Return to School During COVID-19
Policy: JGAA***

The Board is implementing this policy in an effort to minimize the risk that COVID-19 will impact the school district going forward. The Board recognizes that every employee and student of the North Bolivar Consolidated School District has a personal responsibility to help mitigate the risk of COVID-19's impact on staff, students, and visitors.

Accessing Campus

Each employee and student is expected to return to campus in accordance with federal, state, and local guidance. Depending on the circumstances at that time, different schedules may be used, such as:

1. Traditional Schedule – Requires students to be physically present in school with scheduling modifications to follow CDC and the Mississippi State Department of Health recommendations.
2. Hybrid Schedule – Combines online and face-to-face instruction for students. Schools must meet distance learning requirements.
3. Virtual Schedule – Provides instruction provided through distance learning. Schools must meet distance learning requirements.

These schedules may be interchanged throughout the school year. Traditional and Hybrid schedule requirements include avoiding unnecessary contact with surfaces and objects, maintaining a distance of at least six feet from others when possible, and practicing a heightened level of sanitation of district buildings and individual personal spaces. Unnecessary physical contact should be avoided.

Masks are required for all students and staff.

The Board understands that not all of these methods are possible at all times, such as remaining six feet apart while in classrooms; however, these directives shall be observed as closely as possible.

Campus and Vehicle Sanitation

The North Bolivar Consolidated School District will continue normal cleaning operations while also following the guidelines from both the Mississippi State Department of Health and the Mississippi Department of Education. Each employee is required to regularly clean his/her workstations, bus/vehicle, phones, desks, and other office equipment and should avoid using other staff member's phones, desks, offices, equipment, etc. when possible. If necessary, these areas should be cleaned and disinfected frequently throughout the day.

All employees should either wash their hands or use hand sanitizer before using a copying machine, common scanner, printer, or fax machine.

Students should refrain from sharing personal supplies such as pencils, pens, calculators, etc.

The Board understands that some common classroom items such as books and computers must be shared among students. For these items, both employees and students shall observe proper sanitation methods before and after use when possible.

Health Screenings

Each employee and student will have his/her temperature checked daily before entering any school building. Employees with a temperature of 100 degrees or more shall be asked to return home. Students with a temperature of 100 degrees or more shall be isolated and shall be immediately picked up from school by a parent or a parent's designee.

Each employee and student must also be aware if he/she has come into contact with any person who has experienced these symptoms or those who have tested positive for COVID-19. If an employee or student feels sick or is experiencing symptoms, that person should stay at home and not report to school. Employees and students shall be aware of the following symptoms listed below:

- Fever
- Shortness of Breath
- Cough
- Chills
- Unexplained Muscle Pain
- Sore Throat
- Loss of Sense of Smell
- Nausea, Vomiting, and/or Diarrhea

Reporting

Both employees and students shall immediately report in accordance with the chain of command:

1. Possible symptoms of COVID-19,
2. Confirmed positive test of COVID-19, and/or
3. Exposure to someone who may have been exposed to a confirmed COVID-19 patient.

Quarantine may be required after this report. The reporting requirement includes employees and students, a family member of an employee or a student, a friend of an employee or student, or anyone with whom the employee or student has been in close contact with during a 14-day period.

Student and Employee Absence

Any student and/or staff member who has been infected with COVID-19 will not be allowed to attend school until medical clearance is provided by a licensed physician that states that the individual does not bear the risk of transmission.

Each student will be required to attend school daily unless the school district is provided with a documented health reason for that student from a licensed health care provider as to why that student cannot attend. Distance learning options will be provided for students who cannot attend school due to a documented health reason.

Students with excessive absences due to COVID-19 shall be given a reprieve from other Board policies relative to excessive student absences. Efforts will be made by the staff to determine what, if any, school work the student can complete while absent. Distance learning methods may be used.

The school board may, in its discretion, provide additional administrative leave with pay for all employees (professional, certified, and classified) in the event of declared emergency closures.

Staff members who are forced to miss excessive days of work shall first use any leave entitled to them through accrued sick leave, the Family and Medical Leave Act, the Families First Coronavirus Response Act, and/or any other state or federal law that provides entitled leave to employees.

A staff member's right to continued employment will not be affected if the staff member has absences in excess of his/her allotted leave and still has not received medical clearance to resume his/her work duties.

Large Gatherings and Extracurricular Activities

All large gatherings, including assemblies and field trips, are prohibited. The North Bolivar Consolidated School District will follow all MHSAA guidelines and recommendations as it pertains to athletic events and activities.

Transportation

The North Bolivar Consolidated School District strongly encourages parents to transport their children to and from school.

Bus drivers and students will be required to wear masks or an appropriate face covering while on the bus. Any student who refuses to wear a mask or an appropriate face covering will not be allowed on the bus. Buses shall be sanitized between each route.

Cafeteria Use

Each school shall create and implement a breakfast and lunch plan whereby all social distancing guidelines are met and routinely followed.

Visitors to Campus

Visitors should avoid coming to campus unless it is absolutely necessary. When necessary, visitors should practice social distancing by remaining at least six feet apart from all other people when possible. Visitors will also be required to use hand sanitizer and masks upon entering the building and shall use only the front entrance.

Each employee of the district will refer to and ensure compliance with policy KM “Visitors to the Schools”.

CROSS REF: AFC – Authority for Emergency Closings
EBBD – Emergency Closings
GBRI – Absence from Duty
GBRIA – Family and Medical Leave Act
JBA – Compulsory School Attendance/School Age
JGA – Pandemic/Epidemic Emergencies
KM – Visitors to the Schools

CD. *COMPLIANCE WITH FAMILY EDUCATION RIGHTS AND PRIVACY ACT OF 1974 (FERPA)* *Policy: JRAB*

In accordance with the policy of the North Bolivar Consolidated School District Board of Education, the following regulation shall govern the release of student records to students and members of the student's family, legal custodian, or legal guardian.

DEFINITIONS

For the purpose of this regulation, the school district has used the following definitions of terms:

Student: Any person who attends or has attended a program of instruction sponsored by the board of education of this school district.

Eligible Student: A student or former student who has reached age 18 or is attending a post-secondary school, and who is no longer a dependent of the parent for federal tax purposes.

Parent: Either natural parent of a student unless his or her rights under the Family Education Rights and Privacy Act (FERPA) have been removed by a court order; an adopted parent; a guardian; or an individual acting as a parent or guardian in the absence of the student's parent or guardian.

Education Records: Any item of information or record (in handwriting, print, computer media, video or audio tapes, film, microfilm, microfiche, or other medium) maintained by the school district, an employee of the district, or an agent of the district which is directly related to an identifiable student except:

1. A personal record, including informal notes, kept by a school staff member, which meets the following tests:
 - A. It was made as a personal memory aid;
 - B. It is in the sole possession of the individual who made it; or
 - C. Information contained in it has never been revealed or made available to any other person except the maker's temporary substitute;
2. An employment record which is used only in relation to a student's employment by the school district (employment for this purpose does not include activities for which a student receives a grade or credit in a course); or
3. Alumni records that relate to the student after the student no longer attends classes provided by the school district and the records do not relate to the person as a student.

Personal Identifier: Any data or information that makes the subject of a record known. This includes the student's name, the student's parents or other family member's name, the student's address, the student's social security number, a student number, a list of personal characteristics, or any other information that would make the student's identity known.

ANNUAL NOTIFICATION

Within the first month of each school year, the school district will publish a notice to parents and eligible students of their rights under the FERPA and this policy. The district will also send home with each student a bulletin listing these rights and the bulletin will be included with a packet of material provided parents or an eligible student when the student enrolls during the school year.

The notice will include the following:

1. The right of a student's parent or eligible student to inspect and review the student's education records;
2. The intent of the school district is to limit the disclosure of information contained in a student's education records except: (1) by the prior written consent of the student's parent or the eligible student, (2) as directory information, or, (3) under certain limited circumstances, as permitted by the FERPA;

3. The right of a student's parent or an eligible student to seek to correct parts of the student's education records which he or she believes to be inaccurate, misleading, or in violation of student rights (this right includes the right to a hearing to present evidence that the record should be changed if the district decides not to alter it according to the parent's or eligible student's request and the right to insert in the student's permanent records an explanatory statement giving reasons for disagreeing with the decision);
4. The right of any person to file a complaint with the Department of Education if the school district violates the FERPA; and
5. The procedure that a student's parent or an eligible student should follow to obtain copies of this policy and the locations where copies may be obtained.

The district will arrange to provide translations of this notice to non-English speaking parents in their native language.

STATEMENT OF RIGHTS

Parents and eligible students have the following rights under the Family Education Rights and Privacy Act and this policy:

1. The right to inspect and review the student's education record;
2. The right to exercise a limited control over other people's access to the student's education record;
3. The right to seek to correct the student's education record, in a hearing, if necessary;
4. The right to report violations of the FERPA to the Department of Education; and
5. The right to be informed about FERPA rights.

All rights and protections given parents under the FERPA and this policy transfer to the student when the student reaches 18 or enrolls in a post-secondary school.

LOCATIONS OF EDUCATION RECORDS

<i>TYPES</i>	<i>LOCATION</i>	<i>CUSTODIAN</i>
Cumulative School Records	Principal's Office	Counselor
Cumulative School Records (Former Students)	Principal's Office	Counselor
Health Records	Principal's Office	Counselor
School Transportation Records	Principal's Office	Counselor
Speech Therapy Records	Principal's Office	Counselor
Psychological Records	Principal's Office	Counselor

PROCEDURE TO INSPECT EDUCATION RECORDS

The parent of a student or an eligible student may inspect the student's education records upon request. In some circumstances, it may be mutually more convenient for the record custodian to provide copies of records. See the schedule of fees for copies below.

Since a student's records may be maintained in several locations, the school principals will offer to collect copies of records or the records themselves from locations other than a student's school, so they may be inspected at one site. However, if a parent or eligible student wishes to inspect records where they are maintained, school principals will make every effort to accommodate the wishes.

The parent or eligible student should submit to the student's school principal a written request that identifies, as precisely as possible, the record or records he or she wishes to inspect.

The principal (or other record custodian) will contact the parent of the student or the eligible student to discuss how access will be best arranged (copies, at the exact location, or records brought to a single site).

The principal (or other record custodian) will make the needed arrangements as promptly as possible and notify the parent or eligible student of the time and place where the records may be inspected. This procedure must be completed in 45 days or less from the receipt of the request for access.

If for any valid reason, such as working hours, distance between record location sites, or health, a parent or eligible student cannot personally inspect and review a student's education record, the school district will arrange for the parent or eligible student to obtain copies of the record. See below for information regarding fees for copies of records.

When a record contains information about students other than a parent's child or the eligible student, the parent or eligible student may not inspect and review the records of the other students.

FEES FOR COPIES OF RECORDS

The school district will not deny parents or eligible students any rights to copies of records because of the following published fees. Where the fee represents an unusual hardship, it may be waived in part, or in whole, by the record custodian. However, the district reserves the right to charge for copies, such as transcripts, it forwards to potential employers or to colleges and universities for employment or admission purposes. The school district may deny copies of records (except for those required by the FERPA) in the following situations:

1. The student has an unpaid financial obligation to the school.
2. There is an unresolved disciplinary action against the student that warrants the denial of copies.

FERPA requires the school district to provide copies of records:

1. When the refusal to provide copies effectively denies access to the records by a parent or eligible student;
2. At the request of the parent or eligible students when the school district has provided the records to third parties by the prior consent of the parent or eligible student; or
3. At the request of the parent or eligible student when the school district has forwarded the records to another school where the student seeks or intends to enroll.

The fee for copies provided under the FERPA may not include the costs for search and retrieval. The fee will be from no cost to ten cents per page. (Actual copying cost, less hardship factor.)

The fee for all other copies, such as copies of records forwarded to third parties with prior consent or those provided to parents as a convenience, will be from ten cents to thirty-five cents per page (actual search, retrieval, and copying cost) plus postage, if incurred.

DIRECTORY INFORMATION

The school district proposes to designate the following personally identifiable information contained in a student's education record as "directory information." (*NOTE: A district may designate all, some, or none of this information as directory information.*)

1. The student's name, address, and telephone number;
2. The names of the student's parents;
3. The student's date and place of birth;
4. The student's major field of study and class designation (i.e., first grade, tenth grade, etc.);
5. The student's extracurricular participation;
6. The student's achievement awards or honors;
7. The student's weight and height if a member of an athletic team;
8. The student's photograph;
9. The student's electronic mail address;
10. The student's dates of attendance; and

11. The most recent educational institution the student attended prior to the student enrolling in this school district.

Within the first month of each school year, the school district will publish the above list, or a revised list, of items of directory information it proposes to designate as directory information. For students enrolling after the notice is published, the list will be given to the student's parent or the eligible student at the time and place of enrollment.

After the parent or eligible student has been notified, he or she will have two weeks to advise the school district in writing (a letter to the school superintendent's office) of any or all of the items they refuse to permit the district to designate as directory information about the student.

At the end of the two-week period, each student's record will be appropriately marked by the record custodian to indicate the items the district will designate as directory information about the student. This designation will remain in effect until it is modified by the written direction of the student's parent or the eligible student.

USE OF STUDENT EDUCATION RECORDS

To carry out their responsibilities, school officials will have access to student education records for legitimate educational purposes. The school district will use the following criteria to determine who school officials are. An official is:

1. A person duly elected to the school board;
2. A person certified by the state and appointed by the school board to an administrative or supervisory position;
3. A person certified by the state and under contract to the school board as an instructor;
4. A person employed by the school board as a temporary substitute for administrative, supervisory, or instructional personnel for the period of his or her performance as a substitute;
or
5. A person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, the school board attorney or auditor, for the period of his or her performance as an employee or contractor.

School officials who meet the criteria listed above will have access to a student's records if they have a legitimate educational interest in doing so. A "legitimate educational interest" is the person's need to know in order to:

1. Perform an administrative task required in the school employee's position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student's education; or
3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid.

The school district will only release information from, or permit access to, a student's education record with a parent's or eligible student's prior written consent except that the school superintendent, or a person designated in writing by the superintendent, may permit disclosure:

1. When a student seeks or intends to enroll in another school district or a post-secondary school (the district will not further notify the parent or eligible student prior to such a transfer of records; the parent or eligible student has a right to obtain copies of records transferred under this provision);
2. When certain federal and state officials need information in order to audit or enforce legal conditions related to federally supported education programs in the district;
3. The parties who provide or may provide financial aid to a student to;
 - A. Establish the student's eligibility for the aid,
 - B. Determine the amount of financial aid,
 - C. Establish the conditions for the receipt of the financial aid, or
 - D. Enforce the agreement between the provider and the receiver of financial aid;
4. When the school district has entered into a written agreement or contract for an organization to conduct studies on the school district's behalf to develop tests, administer student aid, or improve instruction;

5. To accrediting organizations to carry out their accrediting functions;
6. To comply with a judicial order or lawfully issued subpoena (the district will make a reasonable effort to notify the student's parent or the eligible student before making a disclosure under this provision); or
7. If the disclosure is an item of directory information, and the student's parent or eligible student has not refused to allow the district to designate that item as directory information for the student; or
8. In response to an ex parte order of the Attorney General of the United States or his/her designee in connection with the investigation or prosecution of terrorism crimes.

The school district will permit any of its officials to make the needed disclosure from student education records in a health or safety emergency if:

1. He or she deems it is warranted by the seriousness of the threat to the health or safety of the student or other persons;
2. The information is necessary and needed to meet the emergency;
3. The persons to whom the information is to be disclosed are qualified and in a position to deal with the emergency; or
4. Time is an important and limiting factor in dealing with the emergency.

The school district officials may release information from a student's education record if the student's parent or the eligible student gives prior written consent for disclosure. The written consent must include at least:

1. A specification of the records to be released;
2. The reasons for the disclosure;

3. The person, organization, or the class or organizations to whom the disclosure is to be made;
4. The parent's or eligible student's signature; and
5. The date of the consent and, if appropriate, a date when the consent is to be terminated.

The student's parent or the eligible student may obtain a copy of any records disclosed under this provision.

The school district will not release information contained in a student's education records, except directory information, to any third parties except its own officials, unless those parties agree that the information will not be re-disclosed without the parent's or eligible student's prior written consent.

RECORDS OF REQUESTS FOR ACCESS AND DISCLOSURES MADE FROM EDUCATION RECORDS

The school district will maintain an accurate record of all requests for it to disclose information from, or to permit access to, a student's education records and of information it discloses and access it permits with some exceptions listed below. This record will be kept with, but will not be a part of, the student's cumulative school records. It will be available only to the record custodian, the eligible student, the parent of the student, or to federal, state, and local officials for the purpose of auditing or enforcing federally supported educational programs.

The record will include at least:

1. The name of the person or agency that made the request;
2. The interest the person or agency had in the information;
3. The date the person or agency made the request; and
4. Whether the request was granted and, if it was, the date access was permitted or the disclosure was made.

The district will maintain this record as long as it maintains the student's education record.

The record will not include:

1. Requests for access or access granted to the parent of the student or to an eligible student;
2. Request for access granted to officials of the school district who have a legitimate educational interest in the student;
3. Requests for, or disclosures of, information contained in the student's education record if the request is accompanied by the prior written consent of a parent of the student or the eligible student or if the disclosure is authorized by such prior consent;
4. Requests for, or disclosure of, directory information designated for that student; or for
5. Requests for, or disclosure of, information contained in the student's education record if the request is in response to an ex parte order of the Attorney General of the United States or his/her designee in connection with the investigation or prosecution of terrorism crimes.

PROCEDURES TO SEEK TO CORRECT EDUCATION RECORDS

The parent of a student or an eligible student has a right to seek to change any part of the student's record believed to be inaccurate, misleading, or in violation of student rights. (*NOTE: under FERPA, the district may decline to consider a request to change the grade a teacher assigns for a course.*)

For the purpose of outlining the procedure to seek to correct education records, the term "incorrect" will be used to describe a record that is inaccurate, misleading, or in violation of student rights. The term "correct" will be used to describe a record that is accurate, not misleading, and not in violation of student rights. Also, in this section, the term "requester" will be used to describe the parent of a student or the eligible student who is asking the school district to correct a record.

To establish an orderly process to review and correct an education record for a requester, the district may make a decision to comply with the request for change at several levels in the procedure.

First Level Decision

When a parent of a student or an eligible student finds an item in the student's education record that he or she believes is inaccurate, misleading, or in violation of student rights, he or she should immediately ask the record custodian to correct it. If the record is incorrect because of an obvious error and it is a simple matter to make the record change at this level, the record custodian will make the correction. However, if the record is changed at this level, the method and result must satisfy the requester.

If the record custodian cannot change the record to the requester's satisfaction, or if the record does not appear to be obviously incorrect, the record custodian will:

1. Provide the requester a copy of the questioned record at no cost;
2. Ask the requester to initiate a written request for the change; and
3. Follow the procedure for a second level decision.

Second Level Decision

The written request to correct a student's education record through the procedure at this level should specify the correction the requester wishes the district to make. It should at least identify the item the requester believes is incorrect and state whether he or she believes the item:

1. Is inaccurate and why;
2. Is misleading and why; and/or
3. Violates student rights and why.

The request will be dated and signed by the requester.

Within two weeks after the record custodian receives a written request, he or she will study the request, discuss it with other school officials (the person who made the record or those who may have a professional concern about the district's response to the request), make a decision to comply or decline to comply with the request, and complete the appropriate steps to notify the requester or move the request to the next level for a decision.

If, as a result of this review and discussion, the record custodian decides the record should be corrected, he or she will effect the change and notify the requester in writing that the change has been made. Each such notice will include an invitation for the requester to inspect and review the student's education record to make certain the record is in order and the correction is satisfactory.

If the record custodian decides the record is correct, he or she will make a written summary of any discussions with other officials and of the findings in the matter. The record custodian will transmit this summary and a copy of the written request to the school superintendent.

Third Level Decision

The school superintendent will review the material provided by the record custodian and, if necessary, discuss the matter with other officials such as the school attorney, or the school board (in executive session). The superintendent will then make a decision concerning the request and complete the steps at this decision level. Ordinarily, this level of the procedure should be completed within two weeks. If it takes longer, the superintendent will notify the requester, in writing, of the reasons for the delay and a date when the decision will be made.

If the superintendent decides the record is incorrect and should be changed, he or she will advise the record custodian to make the changes. The record custodian will advise the requester of the change as at the second level.

If the superintendent decides the record is correct, he or she will prepare a letter to the requester, which will include:

1. The school district's decision that the record is correct and the basis for the decision;
2. A notice to the requester that he or she has a right to ask for a hearing to present evidence that the record is incorrect and that the district will grant such a hearing;
3. Instructions for the requester to contact the superintendent, or an official he or she designates, to discuss acceptable hearing officers, convenient times, and a satisfactory site for the hearing (the district will not be bound by the requester's positions on these items, but will, so far as possible, arrange the hearing as the requester wishes); and
4. Advise that the request may be represented or assisted in the hearing by other parties, including an attorney at the requester's expense.

Fourth Level Decision

After the requester has submitted (orally, or in writing) his or her wishes concerning the hearing officer and the time and place for the hearing, the superintendent will, within a week, notify the requester when and where the district will hold the hearing and who it has designated as the hearing officer.

At the hearing, the hearing officer will provide the requester a full and reasonable opportunity to present material evidence and testimony to demonstrate that the questioned part of the student's education record is incorrect as shown in the requester's written request for a change in the record (second level).

Within a week after the hearing, the hearing officer will submit to the school superintendent a written summary of the evidence submitted at the hearing. Along with the summary, the hearing officer will submit his or her recommendation, based solely on the evidence presented at the hearing, that the record should be changed or remain unchanged.

The school superintendent will prepare the district's decision within two weeks of the hearing. The decision will be based on the summary of the evidence presented at the hearing and the hearing officer's recommendation. However, the district's decision will be based solely on the evidence presented at the hearing. Therefore, the superintendent may overrule the hearing officer if the superintendent believes the hearing officer's recommendation is not consistent with the evidence presented. As a result of the district's decision, the superintendent will take one of the following actions:

1. If the decision is that the district will change the record, the superintendent will instruct the record custodian to correct the record. The record custodian will correct the record and notify the requester as at the second level decision.

2. If the decision is that the district will not change the record, the superintendent will prepare a written notice to the requester that will include:
 - A. The school district's decision that the record is correct and will not be changed;
 - B. A copy of a summary of the evidence presented at the hearing and a written statement of the reasons for the district's decision; and
 - C. Advice to the requester that he or she may place in the student's education record an explanatory statement which gives the reasons he or she disagrees with the school district's decision and/or the reasons he or she believes the record is incorrect.

DISTANCE LEARNING

Online Educational Services are services involving computer software, mobile applications (apps), and web-based tools provided by a third-party to a school district that students and/or parents access via the internet and use as part of a school activity.

All methods of distance learning involving online educational services shall be evaluated and approved by the Superintendent or his/her designee prior to use to ensure the platform's security and to ensure that there is no risk of disclosure of student protected personally identifiable information. When using an online educational service, the district shall have a written contract in place prior to use which dictates the necessity of security and data protection. If a contract with a provider is not possible, such as with free-to-use applications, the district must use the utmost caution and validate the security of the application before use. The Superintendent shall consult legal and information technology staff during this process.

Personally identifiable information must be protected at all times in accordance with FERPA. The district shall inform parents of any third-party provider used during distance learning. Non-students shall be discouraged from participating in any district sponsored distance learning.

The Mississippi Public School Accountability Standard for this policy is standard 8.

LEGAL REF.: Family Education Rights and Privacy Act of 1974, as amended
Mississippi Public School Accountability Standards

CROSS REF.: Policies CN Administrative Records
 EFB Application (App) Usage Policy
 JR Student Records
 JRA Student Directory Information
 JRAA Student Recruitment and Directory Information

NORTH BOLIVAR CONSOLIDATED SCHOOL DISTRICT

REQUEST FOR BEREAVEMENT LEAVE

This form should be completed by employees who use bereavement leave. Please forward the completed form to the Superintendent.

Employee(s) Name: _____

Department/School: _____

Date(s) of Leave: _____

Amount of Leave Used (specify in hours): _____

Name of Deceased: _____

The deceased is my _____ (circle one):

- | | | | |
|----------------|-----------------|---------------|----------------|
| Mother | Father | Step-Mother | Step-Father |
| Spouse | Daughter | Son | Grand-son |
| Step-son | Grandmother | Grandfather | Granddaughter |
| Step-sister | Step-brother | Mother-in-law | Father-in-law |
| Son-in-law | Daughter-in-law | Sister-in-law | Brother-in-law |
| Legal Guardian | Sister | Brother | |

Employee's Signature

Date

Principal/Department Head

Date

Superintendent

Date