



# *Greenwood Leflore*

*Consolidated School District*

Professional & Classified Staff Handbook

2022-2023

Mr. James Johnson-Waldington



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**Please note that School Board Policies are subject to be added, deleted or amended throughout the school year. These are policies are not intended to represent all school board policies of the Greenwood Leflore Consolidated School District. The entire list of school board policies can be found here: <https://glcsd.msbapolicy.org/DistrictHome/tabid/10290/Default.aspx>**

**GREENWOOD LEFLORE CONSOLIDATED SCHOOL DISTRICT**

**BOARD OF TRUSTEES**

Mrs. Samantha Milton ..... Board President  
Dr. Ro'Shaun Bailey ..... Board Vice President  
Dr. Kalanya Moore ..... Board Secretary  
Ms. Magdalene Abraham..... Board Member  
Mrs. Jackie C. Lewis ..... Board Member

**ADMINISTRATIVE STAFF**

**Mr. James Johnson Waldington, Superintendent**  
**Zinnia Howze-Wince, Assistant Superintendent**

**District Contact Information**

<b>NAME</b>	<b>POSITION/TITLE</b>	<b>EXT.</b>	<b>OFFICE NUMBER</b>	<b>EMAIL ADDRESS</b>
<b>James Johnson Waldington</b>	Superintendent	7069	662-644-0669	jdjwaldington@glcsd.org
<b>Ronda Rimmer</b>	Executive Assistant	1036	662-453-4231	rrimmer@glcsd.org
<b>Zinnia Wince</b>	Asst. Superintendent	1037	662-453-4231	zwince@glcsd.org
<b>Ashley Sibley</b>	Administrative Secretary	1029	662-453-4231	asibley@glcsd.org

**DEPARTMENT OF ACADEMICS**

Dr. Likisha Coleman	Director of MSIS/Textbooks		662-644-0668	lcoleman@glcsd.org
Mary Johnson	Director of Curriculum		662-453-4321	mjohnson@glcsd.org



Chiqueta Daniels	Director of Testing/Professional Development		662-5813013	cdaniels@glcsd.org
Edshundra Gary	Director of Early Collaborative		662-5813022	egary@glcsd.org
Cassandra Hart	District Academic Coach		662-299-3109	chart@glcsd.org

### DEPARTMENT OF FINANCE

Lekenya Thomas	Director of Finance	7083	662-6440683	lthomas@glcsd.org
Patsy Stanley	Payroll	7056	662-6440656	pstanley@glcsd.org
Joyce Branch	Payroll/Insurance/Attendance	7126	662-6440726	jbranch@glcsd.org
Rhonda Hurst	Fixed Assets	7058	662-6440658	rhurst@glcsd.org
ReShundra Boles	Accounts Payable	7059	662-6440659	rboles@glcsd.org
Kim Williams	Senior Accountant	7430	662-6440661	kwilliams@glcsd.org
Kellia Washington	Financial Administrator	7057	662-644-0657	kashington@glcsd.org

### HUMAN RESOURCES

Dr. Mario Miller	Director of Human Resources		662-6440679	mmiller@glcsd.org
Lisa Day	MSIS Coordinator		662-6440677	ldaye@glcsd.org
Kimberly Jones	Secretary		662-6440665	kjones@glcsd.org

### DEPARTMENT OF FEDERAL PROGRAMS

Cynthia House	Chief of Federal Programs	1034	662-581-3013	chouse@glcsd.org
Lillie Stanley	Federal Programs Secretary	7240	662-581-3028	lstanley@glcsd.org
Fallon Jackson	Federal Programs Bookkeeper		662-459-8004	fjackson@glcsd.org

**ATHLETICS**

Clinton Gatewood	Director of Athletics	7231	662-581-3025	cgatewood@glcsd.org
Tarshala Clerk	Athletics Secretary	7261	662-459-8040	tclerk@glcsd.org

**SECURITY**

Anjuan Brown	School Security and Safety Coordinator	7068	662-374-7068	abrown@glcsd.org
TBA	Security Clerk		662-374-7068	

**MAINTENANCE /BUS SHOP/ TRANSPORTATION**

Torien Howard	Director of Maintenance		662-644-0670	thoward@glcsd.org
Shiovauhn Beckworth	Maintenance Clerk			sbeckworth@glcsd.org
Talece Hudson	Director of Transportation		662-459-8009	thudson@glcsd.org
Ted Anderson	Asst. Director of Transportation		662-644-0652	tanderson@glcsd.org
Ciara Purnell	Secretary		662-459-8009	cpurnell@glcsd.org

**SPECIAL EDUCATION DEPARTMENT**

Andrea Thomas-Parker	Director of Special Education	6114	662-459-8039	aparker@glcsd.org
Carissia Mayes	Asst. Director of Special Education		662-453-7253	cmayes@glcsd.org
Bobbie Peoples	Social Worker	6115	662-459-8041	bpeoples@glcsd.org
Tomeko Beck	Child Find		662-581-3021	tbeck@lefcscd.org

Timothy Spivey	Transition Coordinator		662-581-3033	tspivey@lefcsd.org
Felecia Robinson	Secretary		662-581-3021	frobinson@lefcsd.org
<b>TECHNOLOGY</b>				
Shannon Storm	Director of Technology	7022	662-644-0622	sstorm@glcsd.org
Eric Mitchell	Technician	7064	662-644-0664	emitchell@glcsd.org
Tommie Moore	Technician			tmoore@glcsd.org
TBA	Director of Public Relations	7072	662-644-0672	
<b>EDUCATIONAL SERVICES</b>				
LouAnn Aldridge	Receptionist		662-581-3032	laldridge@glcsd.org
LaDonna Jefferson				ljefferson@glcsd.org
Shirley Jackson				sjackson@glcsd.org
Sharon Webster				swebster@glcsd.org
Nekeshia Collins	Delta Health Alliance Liaison		662-581-3029	ncollins@glcsd.org
Lachada Robie-Purnell	School Improvement/MTSS Specialist		662-581-3029	lpurnell@glcsd.org
Mary Johnson	Director of Student Support		662-581-3030	mjohnson@glcsd.org
Denina Flowers	Data Collection Specialist-Delta Health Alliance		662-581-3024	dflowers@glcsd.org
Yvette Totten	Director of Food Service		662-374-7070	ytotten@glcsd.org
Precious Latham	Food Service Secretary		662-581-3013	platham@glcsd.org



## **Focus, Mission, Vision, Motto and Goals**

### **Focus:**

Investing in our future by developing **every** student

### **Mission:**

The mission of Greenwood Leflore Consolidated School District is to unify, educate, and prepare all students for college and career by providing a high-quality learning experience.

### **Vision:**

A community united to improve the quality of life through education

### **Motto:**

20/20 Vision

### **Goals:**

**Goal 1: Increase Student Achievement**

**Goal 2: Provide Safe and Orderly Schools**

**Goal 3: Provide a Positive Educational Experience**

**Goal 4: Improve Parent and Community Engagement**

**Goal 5: Maintain Fiscal Integrity and Accountability**



## GREENWOOD-LEFLORE CONSOLIDATED SCHOOL DISTRICT 2022-2023 SCHOOL CALENDAR

Month	Day of the Week	Activity
July 1 and 4, 2022	Friday and Monday	Holiday
August 1- 3, 2022	Monday - Wednesday	Professional Development/Work Days
August 4, 2022	Thursday	Student Report ( <b>Full Day</b> )
September 5, 2022	Monday	Labor Day Holiday
September 15, 2022	Thursday	1 <sup>st</sup> Quarter Progress Reports Issued
October 7, 2022	Friday	End of 1 <sup>st</sup> 9 Weeks
October 12, 2022	Wednesday	Parent Conference Day ( <b>No Students</b> ) (Report Cards Will Be Issued)
October 13 - 14, 2022	Thursday – Friday	Fall Break
November 8, 2022	Tuesday	Election Day ( <b>No School</b> )
November 21 - 25, 2022	Monday – Friday	Thanksgiving Holidays
December 1, 2022	Thursday	2 <sup>nd</sup> Quarter Progress Reports Issued
December 16, 2022	Friday	End of 1 <sup>st</sup> Semester ( <b>60% Day</b> ) Holidays Begin
December 19 – 30	Monday – Friday	Christmas/New Year’s Holiday
January 2, 2023	Monday	Professional Development ( <b>No Students</b> )
January 3, 2023	Tuesday	Class Resume
January 5, 2023	Thursday	Report Card Issued
January 16, 2023	Monday	Martin Luther King, Jr. Holiday
February 10, 2023	Friday	3 <sup>rd</sup> Quarter Progress Reports Issued
March 3, 2023	Friday	End of Third Nine Weeks
March 6 – 10, 2023	Monday-Friday	Spring Break
March 17, 2023	Friday	Parent Conference Day ( <b>No Student</b> ) (Report Card Will Be Issued)
April 7, 2023	Friday	Good Friday
April 10, 2023	Monday	Good Monday
April 21, 2023	Friday	4 <sup>th</sup> Quarter Progress Report Issued
May 24, 2023	Wednesday	Last day for Students ( <b>60% Day</b> )
May 25, 2023	Thursday	Last Day for Teachers
May 26, 2023	Friday	Graduation: LCHS-8am; AEHS-11am; GHS-1pm
May 29, 2023	Monday	Memorial Holiday
June 2, 2023	Friday	Report Cards Mailed

180 Student Days      187 Teacher Days

Additional Parent Teacher Conference Days may be added for Pre-K

In the event of a school closure due to inclement weather Good Monday will be a make-up day.

# **DIRECTORY OF SCHOOLS**

## **ELEMENTARY GRADE LEVELS**

### **BANKSTON ELEMENTARY SCHOOL - K-6**

1312 Grand Blvd., Greenwood, MS 38930

Phone: 662-455-7421

### **CLAUDINE BROWN ELEMENTARY SCHOOL – Pre-K-2**

Highway 49 South, Greenwood, MS 38930

Phone: 662-459-8005

### **DAVIS ELEMENTARY SCHOOL - K-6**

400 Cotton Street, Greenwood, MS 38930

Phone: 662-455-7425

### **EAST ELEMENTARY SCHOOL - 3-5**

208 Meadowbrook Road, Greenwood, MS 38930

Phone: 662-459-8013

### **LEFLORE COUNTY ELEMENTARY SCHOOL – Pre-K-6**

401 Lakeside Drive, Itta Bena, MS 38941

Phone: 662-581-3038

### **THREADGILL ELEMENTARY PRIMARY SCHOOL – Pre-K-1**

1300 Carrollton Avenue, Greenwood, MS 38930

Phone: 662-644-0685

### **THREADGILL ELEMENTARY SCHOOL - 2 - 6**

1001 Broad Street, Greenwood, MS 38930

Phone: 662-455-7440

## **MIDDLE SCHOOL/ HIGH SCHOOL LEVEL**

### **AMANDA ELZY HIGH SCHOOL - 9-12**

604 Elzy Avenue, Greenwood, MS 38930

Phone: 662-459-8034

### **AMANDA ELZY JR HIGH SCHOOL - 6-8**

604 Elzy Avenue, Greenwood, MS 38930

Phone: 662-459-8008

### **LEFLORE COUNTY HIGH SCHOOL – 7-12**

401 Lakeside Drive, Itta Bena, MS 38941

Phone: 662-374-7076

### **GREENWOOD MIDDLE SCHOOL - 7-8**

1200 Garrard Avenue, Greenwood, MS 38930

Phone: 662-455-3661

### **GREENWOOD HIGH SCHOOL - 9-12**

1209 Garrard Avenue, Greenwood, MS 38930

Phone: 662-455-7450

### **CAREER AND TECHNICAL CENTER – MAIN SITE**

616 Sycamore Avenue, Greenwood, MS 38930

Phone: 662-455-7414

### **ALTERNATIVE SCHOOL-SITE 1**

410 Main Street, Greenwood, MS 38930

Phone: 662-455-8989

## 2022 – 2023 REGULAR SCHOOL BOARD MEETINGS

### Work Sessions – 4:30 P.M.

Wednesday, June 29, 2022

Wednesday, July 27, 2022

Wednesday, August 24, 2022

Wednesday, September 28, 2022

Wednesday, October 26, 2022

Wednesday, November 16, 2022

Wednesday, January 4, 2023

Wednesday, February 1, 2023

Wednesday, March 1, 2023

Wednesday, March 29, 2023

Wednesday, April 26, 2023

Wednesday, May 31, 2023

### Regular Board Meetings – 5:00 P.M.

Tuesday, July 5, 2022

Tuesday, August 2, 2022

Tuesday, September 6, 2022

Tuesday, October 4, 2022

Wednesday, November 2, 2022\*

\*\* Tuesday, December 6, 2022

Tuesday, January 10, 2023 \*\*\*

Tuesday, February 7, 2023

Tuesday, March 7, 2023

Tuesday, April 4, 2023

Tuesday, May 2, 2023

Tuesday, June 6, 2023

\* Change is due to Election

\*\* Change is due to Thanksgiving Holiday (Nov. 22-26, 2021)

\*\*\*Change is due to Christmas/New Year's Holiday (Dec. 20, 2020 – December 31, 2021)



## **TITLE VI AND TITLE IX COMPLIANCE POLICY**

TITLE VI - Greenwood Leflore Consolidated School District will provide a free and appropriate public education to all handicapped school age children in accordance with State Law and Public Law 94-142 and Board of Trustees' policy.

TITLE IX - "No Person.....shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance."

The Title IX - Coordinator for the Greenwood Leflore Consolidated School District is Mr. Charles Johnson and he may be contacted at (662 )644-0671 or in writing at P.O. Box 1497, 401 Howard Street, Greenwood, MS 38935-1497. Inquiries to recipients concerning the application of Title IX and its implementing regulation may be referred to the Title IX Coordinator or to OCR.

## **DISCRIMINATION POLICY**

**The Greenwood Leflore Consolidated School District does not discriminate on the basis of race, color, sex, age, handicap, religion, or national origin with regard to any policy, procedure, or program operation.**

## Tardy and Clocking Out Guidelines

### Tardy Guidelines:

Employees are expected to clock in and out at the appropriate times. Time sheets for all employees will be run weekly and forwarded to principals. The following guidelines for tardiness have been established for all employees.

#### Tardiness:

1. After the third tardy, an employee will receive a written letter of warning from the supervisor.
2. After the fifth tardy, an employee will be placed in an improvement plan. This plan gives the employee 45 days to make corrections in their behavior.
3. Failure to follow the details of the improvement plan shall result in disciplinary action (suspension, nonrenewal or termination).
4. **No employee will be placed in a 2<sup>nd</sup> Improvement Plan.**  
If an employee receives (3) tardies after the first Improvement Plan is completed, they will be suspended for (3) days without pay. If the tardiness persists a more severe penalty will be imposed which could lead to termination of employment.

### Failure to Clock-Out Guidelines:

Employees are expected to clock-out at the appropriate time each day. Time sheets for all employees will be run weekly and forwarded to principals. The following guidelines for failure to clock-out have been established for all employees.

1. After an employee fails to clock-out for the third time, they will receive a written letter of warning from the supervisor.
2. After the employee fails to clock-out for the fifth time, they will be placed in an improvement plan. The plan gives the employee 45 days to make corrections in their behavior.
3. Failure to follow the details of the improvement plan shall result in disciplinary action (suspension, nonrenewal or termination).
4. **No employee will be placed in a 2<sup>nd</sup> Improvement Plan.**  
If an employee fails to clock-out (3) times after the first Improvement Plan is completed, they will be suspended for (3) days without pay. If the employee continues to fail to clock out a more severe penalty will be imposed which could lead to termination of employment.

## INSTRUCTIONAL AND SUPPORT STAFF DRESS CODE

Each employee of the Greenwood Leflore Consolidated School District shall be expected to give proper attention to his/her personal appearance as required by work responsibilities. The Greenwood Leflore Consolidated School District recognizes that an appropriately dressed employee is seen as a more suitable role model. The Greenwood Leflore Consolidated School District further recognizes that personal appearance also has a bearing on the teaching authority, confidence, and self-esteem of teachers, administrators, and staff. A professional appropriate dress influences the way staff interacts with students and positively affects the general environment. Each employee of the Greenwood Leflore Consolidated School District will contribute to the formation of a positive, professional public image by maintaining high standards of personal appearance through appropriate dress and grooming regardless of job category.

### GUIDELINES

1. Hair must be clean, neat and well-groomed.
2. Body art (tattoos) should be covered at all times.
3. Foundation garments shall be worn and not visible with respect to color, style, and/or fabric. No see through or sheer clothing shall be allowed, and no skin shall be visible between pants/trousers, skirts, and shirts/blouses at any time.
4. Patches, decorations, slogans, designs, symbols, tags, marks or advertisements of beer, alcohol, drugs, cigarettes, or similar items or displays and/or expressions of obscenities, sexual references, or similar references deemed detrimental and disruptive to the operation of the school, education, discipline, health or welfare of students are prohibited. Clothing that has any type of drawing or words that would be vulgar, profane, suggestive, or advertising an affiliation with drugs, alcohol, violence or gang related activities is prohibited.
5. Employees who are furnished uniforms must wear them at all times.

#### A. Pants

1. Pants/trousers must have a hem or cuff. No cut-offs, cut-outs and/or ragged edges are permitted.
2. Pants must be sized appropriately. No hip-huggers that reveal flesh are allowed. Pants must not be excessively tight or sagging.
3. No jeans or overalls of any color or fabric are permitted, except on such days as designated by the superintendent.
4. No leggings or tights shall be worn, except with thigh-length shirts or skirts/skorts.

#### B. Shirts/Blouses

1. Shirts/blouses shall not expose the midriff. Sleeveless shirts/blouses must fit the employee appropriately.
2. Casual tee shirts (faded, sheer, out of shape or inappropriately sized) are not allowed.

3. Tank tops and spaghetti strap garments are prohibited when worn as a single garment. These garments are permissible with a sleeved shirt/jacket layered on top. Camisoles, slips, and tee shirts that are intended to be worn as undergarments may not be worn as outer garments.
4. Shirts or blouses must be tucked in unless designed to be worn outside of an appropriate length so as not to expose the midriff at any time.

#### C. Skirts/Dresses

No miniskirts, halter tops, backless, strapless and/or cut-out/see-through dresses shall be permitted.

#### D. Shorts

Shorts are not allowed.

#### E. Warm-ups/Jogging Suits, and Shorts

Warm-ups, jogging suits, wind suits and/or sweat suits, tights, and other athletic apparel are not permissible, except for physical education gym, JROTC and dance teachers while classes are in session.

#### F. Shoes

1. Footwear must be worn at all times.
2. Shoes traditionally worn around the home (slippers, house shoes, or beach slippers) or to the beach (flip-flop/shower shoe design or thongs) are not permitted.
3. No extremely tall high heels, due to safety concerns.
4. Tennis shoes that are clean and in good condition may be worn.

#### G. Accessories

1. Noisy, distracting jewelry/accessories that could cause a safety hazard may not be worn. In keeping with professional decorum, ears are the only exposed areas of the body on which pierced jewelry may be worn. Tattoos must be covered if at all possible.
2. No hats are allowed in the building unless part of the employee's uniform or religious headgear required to be worn by the employee's religion.
3. No headscarves, doo-rags, or other head coverings are to be worn in the buildings unless part of the employee's religious headgear required to be worn by the employee's religion.

#### H. Spirit Days

The Superintendent may designate no more than one day per week as "school spirit" day. On special days or circumstances such as Western Day, Red Ribbon Week, homecoming, and testing days, the superintendent may designate special attire except for safety officers.

#### I. Exceptions

a) P.E. Coaches

Coaches and physical education personnel may wear loose fitting shorts of no more than two inches above the knee during their physical education hours.

b) Automotive, Carpentry, Industrial Technology, and Welding Teachers

Automotive, carpentry, industrial technology, and welding teachers may wear blue jeans.

c) Bus Drivers, Custodial Staff, Safety Officers, Food Service Workers, Computer Technicians, and District Maintenance Personnel

Bus drivers, custodians, safety officers, food service, district maintenance personnel, and computer technicians will wear uniforms, if applicable. These employees may wear blue jeans and coveralls in the winter including those coveralls made of denim or jean material.

For bus drivers, custodial staff, food service, warehouse personnel, district maintenance and property accounting employees, shorts may be worn in the summer as part of the employee's uniform, if applicable.

**District:** Greenwood Leflore Consolidated Schools  
**Section:** G - Personnel  
**Policy Code:** GA - Personnel Goals and Objectives

**District:** Greenwood Leflore Consolidated Schools  
**Section:** G - Personnel  
**Policy Code:** GAA - Professional Educator Code of Conduct

### **PROFESSIONAL EDUCATOR CODE OF CONDUCT**

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

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

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

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

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

EXHIBIT: Professional Educator Code of Ethics and Standards of Conduct.

CROSS REFERENCE: GAB – Employee Conduct CB  
– Ethics

LEGAL REFERENCE: Mississippi Department of Education Policy 1710 and 1717  
MS Code Sections: 37-3-51(1),(2)(a-l),(3)Notification of Dept. of Education; 37-32(11)(a-h), 37-3-2(12)(a-i)-Denial of application; 37-3-2 (13)(a-c) Dismissal; 37-9- 57 Abandonment of employment; 37-16-4-Enforcement and penalty for test violations.

**District** Greenwood Leflore Consolidated School

**Section:** G - Personnel

**Policy Code:** GAAA - Equal Opportunity Employment

### **EQUAL OPPORTUNITY EMPLOYMENT**

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

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

### **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."

The Mississippi Public School Accountability Standard for this policy is standard 1.

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

CROSS REF.: Policies GACN - Sexual Harassment  
GBD - Professional Personnel Hiring  
GBR-P - Employees Complaints of Sexual Discrimination / Harassment Procedures GCRAA  
- Fair Labor Standards Policy

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GAAM - Compliance with District Policies/Procedures

**COMPLIANCE WITH DISTRICT POLICIES/PROCEDURES**

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.



**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GAB - Employee Conduct

#### EMPLOYEE CONDUCT

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

The dignity of students and of the educational environment shall be maintained at all times. Personal appearance plays a great part in an employee's success in his/her professional position. Each staff member should consider it his/her responsibility to be dressed in a manner appropriate to the profession and set a good example for the students by wearing clothing that is clean/appropriate for the type duties assigned. Unseemly dress conduct or the use of abusive, foul or profane language in the presence of students is expressly prohibited and will not be tolerated.

#### VIOLATIONS

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

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

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

LEGAL REF.: MS Code Sections 37-9,59 and 37-9-101

CROSS REF.: Policy GAE-R - Licensed Staff Complaints and Grievance

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GABB - Staff/Student Non-fraternization

#### STAFF/STUDENT NON-FRATERNIZATION

Adults who have contact with children and adolescents through school activities have the responsibility not to betray or misuse their privileged position and shall never take advantage of students' vulnerability or of their confidence.

It is the policy of the Board of Education to prohibit any sexual relationship, contact or sexually nuanced behavior or communication between a staff member and a student, while the student is enrolled in the school system. The prohibition extends to students of the opposite sex or the same sex as the staff member and applies regardless of whether the student or the staff member is the initiator of the behavior and whether or not the student welcomes or reciprocates the attention.

#### Staff Guidelines for Non-Fraternization

Staff members are expected to use good judgment in their relationships with students both inside and outside of the school context including, but not limited to, the following guidelines:

1. Staff members shall not make derogatory comments to students regarding the school and/or staff.
2. Staff members shall not exchange gifts with students.
3. Staff-sponsored parties, at which students are in attendance, unless they are a part of the school's extracurricular program and are properly supervised, are prohibited.
4. Staff members shall not fraternize, written or verbally, with students except on matters that pertain to school-related issues.
5. Staff members shall not text students nor participate in any student blogs.
6. Staff members shall not associate with students at any time in any situation or activity which could be considered sexually suggestive or involve the presence or use of tobacco, alcohol or drugs.
7. Staff members shall not date students. Sexual relations with students, regardless of age and/or consent, are prohibited and will result in dismissal and criminal prosecution.
8. Staff members shall not use insults or sarcasm against students as a method of forcing compliance with requirements or expectations.

9. Staff members shall maintain a reasonable standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities.
10. Staff members shall not send students on personal errands.
11. Staff members shall, pursuant to law and Board policy, immediately report any suspected signs of child abuse or neglect.
12. Staff members shall not attempt to counsel, assess, diagnose or treat a student's personal problem relating to sexual behavior, substance abuse, mental or physical health and/or family relationships but instead, should refer the student to appropriate school personnel or agency for assistance, pursuant to law and Board policy.
13. Staff members shall not disclose information concerning a student, other than directory information, to any person not authorized to receive such information. This includes, but is not limited to, information concerning assessments, ability scores, grades, behavior, mental or physical health and/or family background.

#### Social Networking

All employees, faculty and staff of this school district who participate in social networking websites such as, but not limited to, Instagram and /or Facebook, shall not post any data, documents, photos or inappropriate information on any website that might result in a disruption of classroom activity. The determination of appropriateness will be made by the Superintendent.

Employees, faculty and staff shall not give social networking website passwords to students. Fraternalization via the internet between employees, faculty or staff and students is prohibited and violation of any of these policies may result in disciplinary action, up to and including termination.

Access of social networking websites for individual use during school hours is prohibited.

Nothing in this policy prohibits employees, faculty, staff or students from the use of educational websites.

#### Annual Reminder To Staff

The Superintendent and the school principals will annually remind staff members and orient new staff members concerning the importance of maintaining proper decorum in the on-line, digital world as well as in person. Employees must conduct themselves in ways that do not distract from or disrupt the educational process. The orientation and reminders will give special emphasis to:

1. Improper fraternization with students using Facebook and similar internet sites or social networks
2. Inappropriateness of posting items with sexual content

3. Inappropriateness of posting items exhibiting or advocating use of drugs and alcohol
4. Examples of inappropriate behavior from other districts, as behavior to avoid
5. Monitoring and penalties for improper use of district computers and technology
6. The possibility of penalties, including dismissal from employment, for failure to exercise good judgment in on-line conduct.

#### Periodical Searches

The Superintendent or designees will periodically conduct internet searches to see if teachers have posted inappropriate materials on-line. When inappropriate use of computers and/or websites is discovered, the school principals and/or Superintendent will download the offensive material and promptly take proper administrative action.

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GABBA - Social Networking Websites

### **SOCIAL NETWORKING WEBSITES**

Access of social networking websites for individual use during school hours is prohibited. Employees, faculty and staff should not give social networking website passwords to students.

All employees, faculty and staff of this school district who participate in social networking websites (like Instagram or Facebook) shall not post any data, documents, photos or inappropriate information on any website that might result in a disruption of classroom activity. This determination will be made by the Superintendent.

Fraternization via the internet between employees, faculty or staff and students is prohibited and violation of any of these policies may result in disciplinary action, up to and including termination.

Nothing in this policy prohibits employees, faculty, staff or students from the use of educational websites, like <http://www.schoolnotes.com/>, since educational sites are used solely for educational purposes.

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:**

GABE - Title I Comparability -Equivalency of Staff, Resources and Supplies

**TITLE I COMPARABILITY – EQUIVALENCY OF STAFF, RESOURCES AND SUPPLIES**

To meet the comparability requirements contained in Title I Assurances, it shall be the policy of the Greenwood Leflore Consolidated Schools to adhere to the following:

1. Maintain equivalency among schools in the allocation of teachers, administrators, and auxiliary personnel.
2. Maintain equivalency among schools in the provision of curriculum materials and instructional supplies.
3. Maintain a district-wide salary schedule.
4. 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.

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:**

GAC - Staff Decision Making / Staff Community Relations

STAFF DECISION MAKING / STAFF-COMMUNITY RELATIONS

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, school board policies and district operational procedures. The board may request a summary of community input.

The Mississippi Public School Accountability Standard for this policy is standard 12.

LEGAL REF.: MS CODE as cited

CROSS REF.: Policies BBF - Advisory Committees to the Board

CD - Line and Staff Relations

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:**

GACA - Advisory Councils

### **ADVISORY COUNCILS**

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.



**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:**

GACD - Employment Verification I-9

### **EMPLOYMENT VERIFICATION I-9**

All new employees are required by the provisions of the Immigration Reform and Control Act of 1982, to complete a government form I-9. Certain specific documents proving eligibility for employment must be provided. Forms and guidelines will be provided by the personnel department. I-9 forms for *all* new faculty, staff and student employees are to be completed at central locations as follows:

In accordance with the federal act, all newly hired faculty, staff and students are not allowed to begin work on the first day of employment unless they complete Section I of the I-9 form.

New employees have up to three business days to provide the required I-9 documentation as mandated for Section II. Sections I and II may be completed prior to the hire date when there is an unconditional offer of employment which has been accepted by the employee. To facilitate completion, new employees are encouraged to provide acceptable documents before or on the first day of employment.

New employees who fail to provide the required documentation are not allowed to continue employment with the district.

Non-compliance with this policy is a violation of the federal act and subject to federal fines and disciplinary action.

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:**

GAD - Professional Staff Development

## **PROFESSIONAL STAFF DEVELOPMENT**

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

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

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

## **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

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

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

## STAFF DEVELOPMENT PLANS

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

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

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

Districts meeting the highest levels of performance are exempted from the mandatory provisions of this section relating to staff development plans. ' 37-17-8 (2006)

## STUDENT TEACHING

Persons who possess two (2) years of classroom experience as an assistant teacher or who have taught for one (1) year in an accredited public or private school shall be allowed to fulfill student teaching requirements under the supervision of a qualified participating teacher approved by an accredited college of education. The local school district in which the assistant teacher is employed shall compensate such assistant teachers at the required salary level during the period of time such individual is completing student teaching requirements. ' 37-32 (6) (a) (2002)

## LICENSE RENEWAL

The State Board of Education is authorized to establish rules and regulations for the renewal and reinstatement of educator and administrator licenses. Effective May 15, 1997, the valid

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

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

The Mississippi Public School Accountability Standards for this policy are standards 2 and 15.

LEGAL REF.: MS CODE as cited; P. L. 107-110 (No Child Left Behind Act of 2001)

Mississippi Public School Accountability Standards

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

C Beginning Teacher Support Program IB - Instructional Goals

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GADA - Professional Staff Continuing Education

### **PROFESSIONAL STAFF CONTINUING EDUCATION**

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:

1. Consideration of the Mississippi Professional Development Model, available from the Mississippi Department of Education;
2. Emphasis on, and a definition of, appropriate continuing education;
3. Categories / qualifications of professional employees to whom the guidelines will apply;
4. Availability of funds for reimbursement of tuition and/or other costs;
5. Factors to be used in determining if the continuing education course/program/activity qualifies for reimbursement;
6. Application procedure for reimbursement of tuition and/or other expenses; and,
7. 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 an accredited public or private school shall be allowed to fulfill student teaching requirements under the supervision of a qualified participating teacher approved by an accredited college of education. The local school district in which the assistant teacher is employed shall compensate such assistant teachers at the required salary level during the period of time such individual is completing student teaching requirements. ' 37-32 (6) (a)

LEGAL REF.: MS CODE as cited

CROSS REF.: Policies CK - Administrative Personnel Professional Development

GAD - Professional Staff Development

GADD - Beginning Teacher Support Program

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GADAC - Suicide Prevention Education In-Service Training

### **SUICIDE PREVENTION EDUCATION IN-SERVICE TRAINING**

The Board of Trustees recognizes that suicide is a major cause of death among youth and should be taken seriously. It is the policy of this school district that in-service training on suicide prevention education will be conducted for all licensed teachers and principals. ' 37-3101 ' 37-3-103

The board establishes this policy in an effort to take positive steps toward reducing student suicide through:

1. Prevention. To provide in-service training to all licensed teachers and principals with information about and recognition of the signs of suicidal behavior.
2. Intervention. To take affirmative action when an immediate referral is warranted and to understand the emergency procedures when a referral is made.

The training program has been developed by the Mississippi Department of Mental Health and Mississippi Department of Education who will provide the training to a designated team within the district, who will then provide in-service training to all principals, teachers and other key staff members as designated by the Superintendent.

LEGAL REF.: MS CODE as cited

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GADD - Beginning Teacher Support Program

#### **BEGINNING TEACHER SUPPORT PROGRAM**

1. "Beginning teacher" means a teacher who:
    1. Possesses a teaching license issued by the Commission on Teacher and Administrator Education, Certification and Licensure and Development;
    2. Is employed at least half-time, primarily as a classroom teacher, by a school district; and
    3. Has taught fewer than ninety (90) consecutive days, or one hundred eighty (180) days total, as a licensed teacher in any public school.
  2. "District" means any local school district.
  3. "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 preparations; support in implementation and delivery of classroom instruction; and other assistance intended to enhance the professional performance and development of the beginning teacher.
  4. "Mentor teacher" means a teacher who:
    1. Possesses a standard teaching personnel service or administrative license issued by the Commission on Teacher and Administrator Education, Certification and Licensure and Development;
    2. At the time of selection, is employed under contract primarily as a classroom teacher by a public-school district or is retired from a public school district;
    3. Has successfully taught for three (3) or more years as a licensed teacher in any public school;
    4. Has been selected and trained as described in Section 37-9-211; and
    5. Has demonstrated mastery of teaching skills and subject matter knowledge.
  5. "Teacher" means a licensed employee of a local school district who has a direct responsibility for instruction, coordination of educational programs or supervision of teachers and who is compensated for services from public funds. §37-9-201 (1999)
- ESTABLISHMENT OF BEGINNING TEACHER SUPPORT PROGRAM**
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 (1995)

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:

1. The names of all eligible beginning teachers employed by the district and a description of their teaching assignments and extracurricular duties;
2. The names of mentor teachers selected by a district and a description of their teaching assignments and the endorsement area in which they are certified to teach;
3. 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;
4. 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
5. A certification that no eligible beginning teacher is or may be assigned outside the teacher's endorsement 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)

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



1. No teacher shall be designated as a mentor teacher unless willing to perform in that role;
  2. No mentor teacher shall participate in the evaluation of beginning teachers;
  3. Each mentor shall complete successfully a training workshop provided or approved by the Mississippi Teacher Center prior to participating in the beginning teacher support program; and
  4. 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.
2. A district may:
1. compensate mentor teachers from any available funds for additional duties to support a beginning teacher which are performed after regular school hours;
  2. grant additional release time to mentor teachers for additional duties to support a beginning teacher which are performed after regular school hours; and
  3. employ and compensate substitute teachers from any available funds for assuming the regular teaching duties of mentor teachers who are participating in the beginning teacher program §37-9-211 (1999)

LEGAL REF.: MS Code as cited

CROSS REF.: Policy GAD - Professional Staff Development

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GAE - Licensed Staff Complaints and Grievance

### **LICENSED STAFF COMPLAINTS AND GRIEVANCES**

As the primary means of solving staff complaints and grievances, the board expects each administrator to:

1. discover and practice effective means of resolving differences that may arise among employees and administrators;
2. reduce potential reasons of complaints and grievances; and
3. establish and maintain recognized channels of communication between the staff, administration, and board.

When and if the primary means fail, the administration shall have established, and the board shall have approved formal procedures for the prompt and equitable adjustment of serious grievances. In this context, a serious grievance shall be defined as:

...a disagreement involving the work situation in which one individual or group of individuals believes that an injustice has been done because of a lack of policy or because of a policy that is unfair, deviation from, or misapplication, or interpretation of a policy or contract. Policies dictated by law are not included in this definition.

Such procedures shall provide for the resolution of grievances at the lowest possible administrative level and for ultimate appeal of any unresolved grievance to the board. In the resolution of grievances, hearing at all administration levels shall be:

1. Conducted in the presence of the administrator who made the ruling which is the subject of the grievance and the presence of any other staff member personally involved.
2. Held only after due written notification to all persons concerned.
3. Free from interference, coercion, restraint, discrimination, or reprisal.
4. Held in private, with only the persons involved and/or their representatives present.
5. Summarized in writing or on tape, with an official record kept for the district.

At all hearing levels, the employee or an employee group involved shall at his/her own expense, have the right to be represented by legal counsel. Either party to the dispute shall have the right to call and cross-examine witnesses.

Reasonable time limits, as set forth in the procedures for implementing this policy shall be observed by the person or group presenting the grievance, by the administration, and by the board. No employee shall suffer a reprisal or reduction in status as a result of having presented a grievance for review or of having represented an employee in a grievance.

**District:** Greenwood Leflore Consolidated Schools  
**Section:** G - Personnel  
**Policy Code:** GAE – P

## **GRIEVANCE PROCEDURES -- LICENSED PERSONNEL APPRAISAL**

### **PURPOSE**

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

### **DEFINITIONS**

The following definitions shall apply in this grievance procedure:

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

### **PROCEDURE FOR PROCESSING GRIEVANCES**

Grievances shall be processed in accordance with the following procedure:

#### **Level One**

1. All grievances, as defined above, must be presented orally to the principal of the grievant within five (5) days of the act or omission complained of, and the principal and grievant will attempt to resolve the matter informally.
2. If the grievant is not satisfied with the action taken or the explanation given by his principal the grievant shall, within five (5) days after meeting with his principal, file a written statement with his principal setting forth in detail how the grievant claims to have been discriminated against. This written statement shall contain, in addition to

the above, the time, place, and nature of the alleged act or omission and the state or federal law or board policy violated. The statement must be signed by the grievant.

3. In the event the grievant does not submit to his principal a written statement as required, his failure to do so shall be deemed as an acceptance of the informal decision rendered by his principal.
4. Within five (5) days after receiving the grievant's signed statement the principal shall send to the superintendent a copy of the grievant's statement, along with a statement from the principal setting forth his response to the grievant and/or his decisions, as is applicable. At the same time, the principal shall also provide a copy of his written statement to the grievant.

#### Level Two

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

#### Level Three

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

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GAE – P

LEGAL REF.: MS CODE as cited

Mississippi Public School Accountability

CROSS REF.: Policy GBI Evaluation of Employees

### **GAE- P Grievance Procedures – Certificated Personnel Appraisal**

Greenwood Leflore

G - Personnel

GAEA - Staff Protection

### **STAFF PROTECTION**

This school 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

If any parent, guardian or other person, shall abuse any superintendent, principal, teacher or school bus driver while school is in session or at a school-related activity, in the presence of school pupils, 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

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

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

#### HARASSMENT PROHIBITED

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

Further, this school district prohibits sexual harassment of or by any student. 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.

The Mississippi Public School Accountability Standard for this policy is standard 30 and 31.

LEGAL REF.: MS CODE as cited

Mississippi Public School Accountability Standards

CROSS REF.: Policies EBBA - School Safety Plan

GAAA - Equal Opportunity Employment

GACN - Sexual Harassment

JCD-2 - Student Conduct - Discipline Plan

Greenwood Leflore

G - Personnel

GAG - Staff Conflict of Interest

#### **STAFF CONFLICT OF INTEREST**

It shall be illegal for any superintendent, administrative superintendent, principal or other certificated employee to be elected by the school board if such superintendent, principal or certificated employee is related within the third degree by blood or marriage according to the common law to a majority of the members of the school board. No member of the school board shall vote for any person as a superintendent, administrative superintendent, principal

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GAE – P

or certificated employee who is related to him within the third degree by blood or marriage or who is dependent upon him in a financial way. Any contract entered into in violation of the provisions of this section shall be null and void. ' 37-9-21 (1987)

It shall be unlawful for any member of the board of trustees of the school district, any member of the board of education, the superintendent of education or any superintendent, principal, teacher, or employee of the board of education engaged in the selection, award and administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when any member of the board of education, the superintendent of education or any superintendent, principal, teacher, or employee of the board of education, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Any contract entered into in violation of the provisions of this section shall be null and void. §200.318(c)-Conflict of Interest Policy

It shall be unlawful for any member of the board of education, the superintendent of education or any superintendent, principal, teacher, or employee of the board of education to solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, in cases in which the financial interest is not substantial or the gift is an unsolicited item of nominal value the board of trustees shall make a case by case determination and such decision will be final. §200.318(c)-Conflict of Interest Policy

It shall be unlawful for any member of the board of trustees of the school district, any member of the board of education, the superintendent of education or any superintendent, principal, teacher, or employee of a 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 board of education, the superintendent of education or the board of trustees of the school district for the construction, repair, or improvement of any school facility, the furnishing of any supplies, materials, or other articles, the doing of any public work or the transportation of children or upon any subcontract arising therefrom or connected therewith in any manner. The board of trustees of any school district shall be authorized to contract with a teacher or school district employee to perform extra work without being in violation of the provisions of this section. The board of trustees shall make a case by case determination of the possible conflicts of interest arising from any extra work contracts and such decision by the board shall be final. 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 a third person pursuant to the desire or consent of the beneficiary.
- (c) "Business" means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, holding company, self-employed individual, joint stock company, receivership, trust or other legal entity or undertaking organized for economic gain, a nonprofit corporation or other such entity, association or organization receiving public funds.
- (d) "Business with which he is associated" means any business of which a public servant or his relative is an officer, director, owner, partner, employee or is a holder of more than ten percent (10%) of the fair market value or from which he or his relative derives more than one thousand dollars (\$1,000.00) in annual income or over which such public servant or his relative exercises control.
- (e) "Compensation" means money or thing of value received, or to be received, from any person for services rendered.
- (f) "Contract" means:

i. Any agreement to which the government is a party; or ii. Any agreement on behalf of the government which involves the payment of public funds.

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

i. Counties; ii.

Municipalities; iii. All

school districts; iv. All

courts; and

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

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

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

(j) "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:

(k) "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.

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

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

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

(o) "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.

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

(q) "Securities" means stocks, bonds, notes, convertible debentures, warrants, evidences of debts or property or other such documents. ' 25-4-103 (1992)

1. No public servant shall use his official position to obtain pecuniary benefit for himself other than that compensation provided for by law, or to obtain pecuniary benefit for any relative or any business with which he is associated.

2. No public servant shall be interested, directly or indirectly, during the term for which he shall have been chosen, or within one (1) year after the expiration of such term, in any contract with the state, or any district, county, city or town thereof, authorized by any law passed or order made by any board of which he may be or may have been a member.

3. No public servant shall:

(a) Be a contractor, subcontractor or vendor with the governmental entity of which he is a member, other than in his contract of employment, or have a material financial interest in any business which is a contractor, subcontractor or vendor with the governmental entity of which he is a member.

(b) Be a purchaser, direct or indirect, at any sale made by him in his official capacity or by the governmental entity of which he is an officer or employee, except in respect of the sale of goods or services when provided as public utilities or offered to the general public on a uniform price schedule.

(c) Be a purchaser, direct or indirect, of any claim, certificate, warrant or other security issued by or to be paid out of the treasury of the governmental entity of which he is an officer or employee.

(d) Perform any service for any compensation during his term of office or employment by which he attempts to influence a decision of the authority of the governmental entity of which he is a member.

(e) Perform any service for any compensation for any person or business after termination of his office or employment in relation to any case, decision, proceeding or application with

respect to which he was directly concerned or in which he personally participated during the period of his service or employment.

4. Notwithstanding the provisions of subsection (3) of this section, a public servant or his relative:

(a) May be an officer or stockholder of banks or savings and loan associations or other such financial institutions bidding for bonds, notes or other evidences of debt or for the privilege of keeping as depositories the public funds of a governmental entity thereof or the editor or employee of any newspaper in which legal notices are required to be published in respect to the publication of said legal notices.

(b) May be a contractor or vendor with any authority of the governmental entity other than the authority of the governmental entity of which he is an officer or employee or have a material financial interest in a business which is a contractor or vendor with any authority of the governmental entity other than the authority of the governmental entity of which he is an officer or employee where such contract is let to the lowest and best bidder after competitive bidding and three (3) or more legitimate bids are received or where the goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws.

(c) May be a subcontractor with any authority of the governmental entity other than the authority of the governmental entity of which he is an officer or employee or have a material financial interest in a business which is a subcontractor with any authority of the governmental entity other than the authority of the governmental entity of which he is an officer or employee where the primary contract is let to the lowest and best bidder after competitive bidding or where such goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws.

(d) May be a contractor, subcontractor or vendor with any authority of the governmental entity of which he is an officer or employee or have a material financial interest in a business which is a contractor, subcontractor or vendor with any authority of the governmental entity of which he is an officer or employee: (i) where such goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws; or (ii) where the contractual relationship involves the further research, development, testing, promotion or merchandising of an intellectual property created by the public servant.

(e) May purchase securities issued by the governmental entity of which he is an officer or employee if such securities are offered to the general public and are purchased at the same price as such securities are offered to the general public.

(f) May have an interest less than a material financial interest in a business which is a contractor, subcontractor or vendor with any governmental entity.

(g) May contract with the Mississippi Veteran's Home Purchase Board, Mississippi Housing Finance Corporation, or any other state loan program for the purpose of securing a loan; however, public servants shall not receive favored treatment.

(h) May be employed by or receive compensation from an authority of the governmental entity other than the authority of the governmental entity of which the public servant is an officer or employee.

(i) If a member of the Legislature or other public servant employed on less than a full-time basis, may represent a person or organization for compensation before an authority of the governmental entity other than an authority of the governmental entity of which he is an officer or employee.

5. No person may intentionally use or disclose information gained in the course of or by reason of his official position or employment as a public servant in any way that could result in pecuniary benefit for himself, any relative, or any other person, if the information has not been communicated to the public or is not public information.

6. Any contract made in violation of this section may be declared void by the governing body of the contracting or selling authority of the governmental subdivision or a court of competent jurisdiction and the contractor or subcontractor shall retain or receive only the reasonable value, with no increment for profit or commission, of the property or the services furnished prior to the date of receiving notice that the contract has been voided.

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

No public servant shall use his official position to obtain pecuniary benefit for himself other than that compensation provided for by law, or to obtain pecuniary benefit for any relative or any business with which he is associated. S25-4-105(1)

NOTE: In order to assure compliance with statutes related to Nepotism and to Conflict of Interest, please ensure compliance with MS Code statutes cited above and with Sections 25-4-25 thru 25-4-29; 37-11-25; and with Article 4, Section 109 of the MS Constitution.

LEGAL REF.: MS CODE as cited

CROSS REF.: Policies CED - Appointed Superintendent

CGD - Administrative Personnel Hiring

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GAH - Community / Parent Relations

**COMMUNITY / PARENT RELATIONS**

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

The Mississippi Public School Accountability Standard for this policy is standard 12.

LEGAL REF.: MS CODE as cited

Mississippi Public School Accountability Standards

CROSS REF.: Policies KCB - Community Involvement in Decision Making

LA - Parental Involvement

LAA - Title I Parent Involvement

**District:** Greenwood Leflore Consolidated Schools **Section:**

G - Personnel

**Policy Code:** GAHB - Political Activity of Staff Members

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

The Board recognizes the right of its employees, as citizens, to engage in political activity. The Board also recognizes that school property and school time should not be used for political purposes except as provided for in policies pertaining to the use of school buildings by civic and political organizations. Nothing in this policy should be interpreted as prohibiting employees from conducting appropriate activities which encourage students to become involved in the political processes of the party of the student's choice or as independents, nor does it prohibit the use of political figures as resource persons in the classroom.

#### **SCHOOL TIME**

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

1. the specified time before school begins
2. the specified time after school is dismissed
3. the specified time immediately prior to and after school-sponsored events
4. the specified time immediately prior to and after extra-curricular activities

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

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

#### **GENERAL GUIDELINES**

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

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

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

#### SPECIFIC PROHIBITIONS

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

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

#### VIOLATIONS

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

If the superintendent finds the complaint to be factual, he shall issue a written reprimand to the employee(s) involved. This reprimand shall become a part of the employee's personnel file. Depending on the severity of the violation, the result may be non-renewal of an employee's contract or dismissal. If the school board investigates a complaint against an employee seeking the office of county superintendent of education and finds the complaint to be factual, it shall direct the school board president to issue a written reprimand to the employee(s) involved. This reprimand shall become a part of the employee's personnel file. Continuous violation of this policy may result in additional disciplinary action.



#### ATTORNEY GENERAL OPINIONS

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

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

CROSS REF.: Policies BA - Board Operations Goals and Objectives Mission Statement

GBRG - Professional Personnel Non-School Employment

IB - Instructional Goals

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GAHD - Arrest of Employee

#### **ARREST OF EMPLOYEE**

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 24 hours. Failure to report such incidents may result in disciplinary action up to and including termination.

#### **ARREST OF TEACHER**

(1) 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 379-1 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.

(2) 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: §97-37-7, MS Code of 1972, amended, §37-91.

**District:** Greenwood Leflore Consolidated Schools  
**Section:** G - Personnel  
**Policy Code:** GAR - Professional Personnel Records

## **PROFESSIONAL PERSONNEL RECORDS**

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

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

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

## **CONFIDENTIALITY**

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

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

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

## **TYPES OF INFORMATION**

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

The records shall contain the following:

1. The correct name, current address, and home telephone number of the employee;"

2. An accurate record of the employee's work experience;
3. Current data on education completed, including transcripts of academic work;
4. Proof of requirements fulfilled in order to be eligible for salary;
5. Current data on credentials;
6. Any current data requested by the superintendent concerning the employee's health and/or medical examinations;
7. Records of assignment;
8. Evaluations of performance;
9. Letters of commendation, reprimand, or omission of duty;
10. Other materials mutually agreed upon between the principal and the teacher.

### **USE OF PERSONNEL RECORDS**

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

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

### **PARENTAL NOTICE**

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

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

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

### **Telephone Records**

Each staff member of the School District must have on file with the building principal/immediate supervisor and the Superintendent of Schools his/her current home telephone number, an emergency telephone number, and current home address. Any change must be reported immediately.

School telephones are to be used for school business. Any long distance calls made from school telephones shall be charged to the caller's home telephone. Further, any long distance calls not certified as school business shall be paid for by the person responsible for the telephone call.

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

LEGAL REF.: Public Law 107-110 (No Child Left Behind Act of 2001)

The Americans With Disabilities Act

CROSS REF.: Policies CN - Administrative Records

CN-R - Access to Public Records

GBD - Professional Personnel Hiring

IFBA - Assistant Teachers

GAR-E(2)

Professional Personnel Records

OPEN FILE

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GB - General Personnel Policies

**GENERAL PERSONNEL POLICIES**

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

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBA - Professional Personnel Compensation Guides and Contracts

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

### **YEAR OF TEACHING EXPERIENCE**

The term "year of teaching experience" shall mean nine (9) months of actual teaching in the public or private schools. In no case shall more than one (1) year of teaching experience be given for all services in one (1) calendar or school year. In determining a teacher's experience, no deduction shall be made because of the temporary absence of the teacher because of illness or other good cause, and the teacher shall be given credit therefor.

### **FULL TIME EMPLOYMENT**

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

### **SCHOOL LIBRARIANS**

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

### **SCHOOL ADMINISTRATORS**

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

### **MILITARY SERVICE**

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

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

In determining the experience of speech-language pathologists and audiologists, each complete year of continuous full-time post master's degree employment in an educational setting in this or some other state shall be considered a year of teaching experience. ' 37-1515 (m)

### **LEVEL OF PAY**

No school district shall pay any teacher less than the state minimum salary. A school district may adopt or continue a program or plan whereby teachers are paid varying salaries according to the teaching ability, classroom performance and other similar standards. ' 37-151-87

The minimum base pay for all classroom teachers may be increased by the district from any funds available to it; and those districts which have not prior to July 1, 1978, so increased said base pay, shall increase the minimum pay for classroom teachers as fixed by this chapter and as authorized by any of the provisions of or standards set forth in this chapter. ' 37-151-89

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

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

### **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 minimum 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 the 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

#### **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 minimum 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. ' 37-925

#### **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 minimum 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

## **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 minimum 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

## **SALARY PAY SCHEDULE**

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

The standard contract for school district employees prescribed by the State Board of Education shall provide that school district employees shall earn a salary payable in equal monthly installments beginning in the first month of employment, regardless of the number of days worked in any particular month by the employee. Any employee failing to complete the contractual obligation of service, and who receives payment in excess of the monthly installment for the period which such employee ceases employment with the school district, shall become liable immediately to the school board of the employing district for the sum of all amounts received in payment less the corresponding amount of any compensation paid for which service has been rendered, plus interest accruing at the current Stafford Loan rate at the time the person discontinues his or her service.

Any school employee whose employment ends during a school term, regardless of the reason(s) the employment ended, shall be paid salary or wages only for that portion of the school term that employee actually worked. Nothing in this section shall be construed to entitle any employee to payment of salary or wages when no work has been performed. ' 37-9-39

## **PAY CERTIFICATES**

The salaries of licensed employees shall be paid by pay certificates issued by the school district superintendent 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

### **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

### **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 State 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

### **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

### **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

**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

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

LEGAL REF.: MS CODE as cited

CROSS REF.: Policy GBA-E Teacher Salary Scale

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBA-E - Teacher Salary Scale

### **TEACHER SALARY SCALE**

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

The teacher salary schedule is viewable at

<http://www.mde.k12.ms.us/school-financial-services/school-financial-services-teacher-salary-schedule>

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

CROSS REF.: Policies GBA Professional Personnel Compensation Guides and Contracts

GBD Professional Personnel Hiring

IFBA Assistant Teachers

mdeteacher-salary-schedule.pdf

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBAAB - Negotiation of Salaries with Out of State Retirees

### **NEGOTIATION OF SALARIES WITH OUT OF STATE RETIREES**

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

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

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

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

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBB - Professional Personnel Positions

### **PROFESSIONAL PERSONNEL POSITIONS**

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

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

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

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

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

LEGAL REF.: MS CODE Section 37-7-301 (p) (1993)

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

GBE - Professional Personnel Assignment IB

- Instructional Goals

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBBA - Professional Personnel Qualifications, Certifications and Duties

### **PROFESSIONAL PERSONNEL QUALIFICATIONS, CERTIFICATIONS and DUTIES**

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

The term "teacher" shall include any employee of a local school who is required by law to obtain a teacher's license from the State Board of Education and who is assigned to an instructional area of work as defined by the State Department of Education. ' 37-151-5 (f) (1997)

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

Beginning in the 2002-03 school year, districts may hire only highly qualified teachers for Title I support programs. Districts must develop a plan to have all teachers be highly qualified by the end of the 2005-06 school year. The Mississippi Department of Education must develop a plan to have all teachers teaching in core academic subjects be highly qualified by the end of the 2005-06 school year.

Beginning July 1, 2006, any teacher from any state meeting the federal definition of highly qualified, as described in the No Child Left Behind Act, must be granted a standard five-year license by the State Department of Education.

### **"HIGHLY QUALIFIED TEACHER" REQUIREMENTS**

Elementary school teacher new to the profession:

1. Holds at least a bachelor's degree AND
2. Has demonstrated relevant subject matter and teaching skills by passing a rigorous state test

Middle or secondary school teacher new to the profession:

3. Holds at least a bachelor's degree AND
4. Has demonstrated a high level of competency in each of the academic subjects in which s/he teachers by:
5. passing a rigorous state academic test in each subject in which the teacher teaches, OR



6. successful completion, in each of the academic subject in which the teacher teaches, of an academic major, a graduate degree, coursework equivalent to an academic major, or advanced certification of credentialing

Elementary, middle or secondary school teacher not new to the profession:

7. Holds at least a bachelor's degree; AND
8. Meets applicable standard for a teacher who is new to the profession, which includes an option for a test; OR
9. Demonstrates competence in all academic subjects in which the teacher teaches based on a high, objective, uniform state standard of evaluation

### **STATE OF MISSISSIPPI REQUIREMENTS**

1. Standard License - Approved Program Route. An educator entering the school system of Mississippi for the first time and meeting all requirements as established by the State Board of Education shall be granted a standard five-year license. Persons who possess two (2) years of classroom experience as an assistant teacher or who have taught for one (1) year in an accredited public or private school shall be allowed to fulfill student teaching requirements under the supervision of a qualified participating teacher approved by an accredited college of education. The local school district in which the assistant teacher is employed shall compensate such assistant teachers at the required salary level during the period of time such individual is completing student teaching requirements.

Applicants must submit to the Mississippi Department of Education required forms, transcripts, test scores, and other documentation as specified in Section 37-3-2 (6) (a).

A Standard License - Approved Program Route and a Standard License - Nontraditional Teaching Route shall be issued for a five-year period and may be renewed. Recognizing teaching as a profession, a hiring preference shall be granted to persons holding a Standard License - Approved Program Route or a Standard License - Nontraditional Teaching Route over persons holding any other license.

2. Standard License - Nontraditional Teaching Route. Applicants for a Standard License - Nontraditional Teaching Route must submit to the Mississippi Department of Education required forms, transcripts, test scores, and other documentation as specified in Section 37-3-2 (6) (b).
3. Special License - Expert Citizen. In order to allow a school district to offer specialized or technical courses, the State Department of Education, in accordance with rules and regulations established by the State Board of Education, may grant a one-year expert citizen-teacher license to local business or other professional personnel to teach in a public school or

nonpublic school accredited or approved by the state. Such person may begin teaching upon his employment by the local school board and licensure by the Mississippi Department of Education. The board shall adopt rules and regulations to administer the expert citizen-teacher license. A Special License - Expert Citizen may be renewed in accordance with the established rules and regulations of the State Department of Education.

4. Special License - Nonrenewable. The State Board of Education is authorized to establish rules and regulations to allow those educators not meeting requirements in subsection (6)(a), (b) or (c) to be licensed for a period of not more than three (3) years, except by special approval of the State Board of Education.
5. Non-licensed Teaching Personnel. A non-licensed person may teach for a maximum of three (3) periods per teaching day in a public school or a nonpublic school accredited/approved by the state. Such person shall submit to the department a transcript or record of his education and experience which substantiates his preparation for the subject to be taught and shall meet other qualifications specified by the commission and approved by the State Board of Education. In no case shall any local school board hire nonlicensed personnel as authorized under this paragraph in excess of five percent (5%) of the total number of licensed personnel in any single school.
6. Special License - Transitional Bilingual Education. Beginning July 1, 2003, the commission shall grant special licenses to teachers of transitional bilingual education who possess such qualifications as are prescribed in this section. Teachers of transitional bilingual education shall be compensated by local school boards at not less than one (1) step on the regular salary schedule applicable to permanent teachers licensed under this section. The commission shall grant special licenses to teachers of transitional bilingual education who present the commission with satisfactory evidence that they (i) possess a speaking and reading ability in a language, other than English, in which bilingual education is offered and communicative skills in English; (ii) are in good health and sound moral character; (iii) possess a bachelor's degree or an associate's degree in teacher education from an accredited institution of higher education; (iv) meet such requirements as to courses of study, semester hours therein, experience and training as may be required by the commission; and (v) are legally present in the United States and possess legal authorization for employment. A teacher of transitional bilingual education serving under a special license shall be under an exemption from standard licensure if he achieves the requisite qualifications therefor. Two (2) years of service by a teacher of transitional bilingual education under such an exemption shall be credited to the teacher in acquiring a Standard Educator License. Nothing in this paragraph shall be deemed to prohibit a local school board from employing a teacher licensed in an appropriate field as approved by the State

Department of Education to teach in a program in transitional bilingual education.

7. In the event any school district meets the highest levels of performance of accreditation, as defined by the State Board of Education, in its discretion, may exempt such school district from any restrictions in paragraph relating to the employment of non-licensed teaching personnel.
8. Highly Qualified Teachers. Beginning July 1, 2006, any teacher from any state meeting the federal definition of highly qualified, as described in the No Child Left Behind Act, must be granted a standard five-year license by the State Department of Education. ' 37-3-2 (6) 2006

### **RECIPROCITY**

The Department shall grant a standard license to any individual who possesses a valid standard license from another state and meets minimum Mississippi license requirements or equivalent requirements as determined by the State Board of Education.

The Department shall grant a nonrenewable special license to any individual who possesses a credential which is less than a standard license from another state. Such special license shall be valid for the current school year plus one (1) additional school year to expire on June 30 or the second year, not to exceed a total period of twenty-four (24) months, during which time the applicant shall be required to complete the requirements for a standard license in Mississippi. ' 37-3-2 (8)

### **LICENSE RENEWAL AND REINSTATEMENT**

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

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

LEGAL REF.: MS CODE as cited

P. L. 107-110 (No Child Left Behind Act of 2001)

Mississippi Public School Accountability Standards

CROSS REF.: Policies GBD Professional Personnel Hiring

IBFA Assistant Teachers

**District:** Greenwood  
Leflore Consolidated  
School District

**Section:** G - Personnel

**Policy Code:** GBC - Recruitment and Selection

## **RECRUITMENT AND SELECTION**

The Greenwood School District is an equal opportunity employer. This school district shall employ licensed staff on a professional basis without regard to age, race, color, gender, or national origin. Every school teacher employed in this school system must possess a valid license and shall execute a written contract with the local Board of Education.

This school board 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)

## **NO CHILD LEFT BEHIND ACT**

The superintendent will ensure that all employee manuals and handbooks are in compliance with federal law and include:

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

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

The superintendent will ensure that parents/guardians of students of Title I schools are informed of their right to know the professional qualifications of their child's teacher and will describe where and how this information may be obtained. The superintendent will monitor Title I schools to ensure that parents/guardians of all students are notified when those students are taught for four (4) or more consecutive weeks by a teacher who is not highly qualified as defined by law.

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

In employing professional staff, the school district shall comply with applicable provisions of the No Child Left Behind Act of 2001.

Beginning in the 2002-03 school year, districts may hire only highly qualified teachers for Title I support programs.

Districts must develop a plan to have all teachers be highly qualified by the end of the 200506 school year.

The Mississippi Department of Education must develop a plan to have all teachers teaching in core academic subjects be highly qualified by the end of the 2005-06 school year.

The Mississippi Public School Accountability Standard for this policy is standard 1.

LEGAL REF.: MS CODE as cited; P. L. 107-110 (No Child Left Behind Act of 2001)

Mississippi Public School Accountability Standards

CROSS REF.: Policies GAAA - Equal Opportunity Employment

GBBA - Professional Personnel Qualifications

GBD - Professional Personnel Hiring

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBCA - Announcement of Vacancies

### **ANNOUNCEMENT OF VACANCIES**

Announcement of vacancies for full time professional and non-professional positions in the school district shall be posted in each school building, in the central office, and must be advertised on the district's website.

Vacancies must be advertised for a minimum of fourteen business days except in cases of extreme emergency as determined by the superintendent. Such advertisements must include the minimum qualifications for the position.

Announcement of vacant professional positions may also be submitted to outside sources such as the Mississippi State Department of Education.

In the event of an emergency need to fill a position, the superintendent may waive advertising procedures set forth. He or she shall be authorized to enter into an administrative contract with personnel until such time as the board shall meet and consider his or her staffing recommendation.

Legal Reference: Sec. 37-7-301; 37-9-14

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBD - Professional Personnel Hiring

### **PROFESSIONAL PERSONNEL HIRING**

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

This school board 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 public schools under his supervision, after such assistant superintendent, principal and teachers have been selected and approved in the manner provided by law. ' 379-14 (2) (a) (1999)

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

The superintendent will ensure that all employee manuals and handbooks are in compliance with federal law and include:

10. the education and experience required of all new instructional employees;
11. any credentials that current instructional employees must acquire;
12. a timetable for meeting any new requirements; and, 13. the consequences for employees who fail to comply.

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

The superintendent will ensure that parents/guardians of students of Title I schools are informed of their right to know the professional qualifications of their child's teacher and will describe where and how this information may be obtained. The superintendent will monitor Title I schools to ensure that parents/guardians of all students are notified when those students are taught for four (4) or more consecutive weeks by a teacher who is not highly qualified as defined by law.

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

In employing professional staff, the school district shall comply with applicable provisions of the No Child Left Behind Act of 2001.

Only highly qualified teachers may be hired for Title I support programs.

#### EMPLOYEE RIGHTS AND RESPONSIBILITIES

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

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

#### 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



noninstructional 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.

#### PERSONNEL SUPERVISOR

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

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

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

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

#### CRIMINAL RECORDS BACKGROUND CHECK / CHILD ABUSE REGISTRY CHECK

1. All new hire licensed, and non-licensed employees must have a state child abuse registry check and criminal records background check
2. The fingerprints shall be forwarded by the school district to the Department of Public Safety who shall in turn forward them to the FBI.
3. The district may charge the applicant up to \$50.00 or may pay the fee at its discretion.
4. Information obtained via these checks is for employment use only and cannot be disseminated.
5. Applicants are ineligible for employment if checks disclose a guilty plea, conviction, or nolo contendere plea to a felony conviction for:
  1. Possession or sale of drugs.
  2. Murder, Manslaughter, or Armed Robbery.
  3. Rape, Sexual Battery, or sex offense as listed in Section 45-31-3 (1).
  4. Child Abuse, Arson, Grand Larceny, or Burglary.
  5. Gratification of Lust or Aggravated Assault.
6. If the school district has hired an applicant contingent upon a background check and derogatory information is obtained, that applicant's contract is voidable at the time of the report and the applicant's contract should so state.
7. The school board may, at its discretion, waive any convictions and hire an applicant with a criminal record based on:
  1. Age at commission of the crime.
  2. Circumstances surrounding the crime.
  3. Length of time and criminal history since the crime.
  4. Work history and current employment and character.
  5. Other evidence demonstrating the ability of the person to perform the job and does not pose a threat to the health or safety of the school children.

8. No school district or employee may be held liable in an employment discrimination suit involving this statute. ' 37-9-17

#### CONVICTION BASED ON ERRONEOUS INFORMATION

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

#### NEPOTISM AND CONFLICT OF INTEREST

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

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

LEGAL REF.: MS CODE as cited; P. L. 107-110(No Child Left Behind Act of 2001)

CROSS REF.: Policies GAR - Professional Personnel Records

GBBA - Professional Personnel Qualifications

GBE - Professional Personnel Assignment IB

- Instructional Goals

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBDA - Experience

## **EXPERIENCE**

## **DEFINITION**

A highly qualified teacher is one that has obtained full state certification as a teacher (including certification obtained through the alternative route program).

## **QUALIFICATIONS**

All certified teachers employed before the enactment of “No Child Left Behind Act” must be highly qualified teachers by the end of the 2005-2006 school year.

Beginning in the 2002-2003 school year, upon hiring, teachers must be highly qualified.

## **REQUIREMENTS**

Public elementary or secondary school teacher: has full state teacher certification (including certification obtained through alternate route) or has passed state teacher licensing examination; is licensed to teach in the state and has not had certification or licensure requirements waived on emergency, temporary or provisional basis.

Elementary school teacher new to the profession: holds at least a bachelor’s degree, and has demonstrated relevant subject matter and teaching skills by passing a rigorous test.

Middle or secondary school teacher new to the profession: holds at least a bachelor’s degree, has demonstrated high level of competency in each of the academic subjects in which he/she teaches by: passing a rigorous state academic subject test in each subject. for each academic subject taught, successfully completed an academic major or equivalent coursework, OR for each academic subject taught, completing a graduate degree or advanced certification or credentialing

CROSS REF.: Policy GBBA

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBE - Professional Personnel Assignment

### **PROFESSIONAL PERSONNEL ASSIGNMENT**

The superintendent of schools shall have the power and authority to make assignments to the various schools in the district of all non-instructional and non-licensed employees and 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; however, a reassignment of a licensed employee may only be to an area in which the employee has a valid license issued by the State Department of Education. Upon request from any employee transferred, such assignment shall be subject to review by the school board. ' 37-9-14 (s) 1999

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

As required by the No Child Left Behind Act of 2001, staffing patterns will be reviewed annually to ensure that poor and minority students are not taught by inexperienced, unqualified, or out-of-field teachers higher rates than are other children. If such patterns are noted, strategies to correct the problem will be developed.

LEGAL REF.: MS CODE as cited; P. L. 107-110 (No Child Left Behind Act of 2001)

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

GAAA - Equal Opportunity Employment IB

- Instructional Goals

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBF - Professional Personnel Orientation

### **PROFESSIONAL PERSONNEL ORIENTATION**

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

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

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

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

14. the education and experience required of all new instructional employees;
15. any credentials that current instructional employees must acquire;
16. a timetable for meeting any new requirements; and, 17. the consequences for employees who fail to comply.

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

### **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

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

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

LEGAL REF.: MS CODE as cited;

P. L. 107-110 (No Child Left Behind Act of 2001)  
CROSS REF.: Policies GAD Staff Development  
GADD Beginning Teacher Support Program  
GBRC Professional Personnel Work Load IB  
Instructional Goals

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBFAAC - Professional Learning Communities

### **PROFESSIONAL LEARNING COMMUNITIES**

Professional Learning Communities involve educators committed to working collaboratively in ongoing processes of collective inquiry and action research to achieve better results for the students they serve. These communities operate under the assumption that the key to improved learning for students is continuous job-embedded learning for educators and simply to not teach our students but to ensure that all students learn. This shift from a focus on teaching to a focus on learning will have a profound effect on our student achievement and teacher effectiveness.

The Greenwood Leflore Consolidated School District believes that team-based collaboration is one means to continuous improvement. A Professional Learning Community (PLC) is made up of members who regularly collaborate toward continued improvement in meeting student needs. Using data, professional experience, and best practice, the team works toward realizing a shared vision for a better learning environment. The primary emphasis of this work is on the support of learning and meeting the needs of all students.

Every school-based certified staff member should have equal access to a minimum of one hour for participation in four district professional learning team meetings and a minimum of two hours for participation in monthly school level learning communities. There are a multitude of possible PLC configurations such as: a department team, a content-area team, a team across schools and disciplines, an interdisciplinary team, and a thematic team.

#### **Role Responsibilities**

The Board may:

1. Provide monthly time for schools to operate as a collaborative community of learners.
2. Fund, within the budget process, adequate resources to support the collaborative work of learning teams and job-embedded professional development.

The Superintendent may:

1. Implement the policy.
2. Ensure implementation of the professional learning plan.
3. Report to the Board on the implementation of the policy and the achieved results.
4. Provide data when requested that demonstrate the fidelity of implementation and impact on student achievement.



District Coordinators may:

1. Maintain minutes, sign-in sheets, agendas, protocols, and copies of materials used in district professional learning community meetings.
2. Create a schedule of meetings for district level professional learning communities.
3. Participate in district level professional learning communities.
4. Participate in the development of the Professional Learning Plan for the district and school level.

The Principal may:

1. Ensure that there is a minimum of 900 hours of instruction within the minimum of 180 instructional days.
2. Be responsible for the implementation of professional learning teams at the school level.
3. Create a schedule of meetings for school level professional learning communities.
4. Monitor and assess the progress of the implementation and improved results.
5. Participate in district and school level professional learning communities.
6. Participate in the development of the Professional Learning Plan for the district and school level.
7. Provide data for analysis in team meetings.
8. Maintain minutes, sign-in sheets, agendas, protocols, and copies of materials used in school level meetings.

School-based staff shall:

1. Participate in job-embedded professional development and monthly professional learning teams.
2. Work in collaborative teams to:
  - a. Build shared knowledge regarding expectations for student learning.
  - b. Frequently monitor each student's learning.
  - c. Identify goals that focus on student learning and require evidence of improved student learning.

- d. Share teaching strategies.
  - e. Create a process for additional time and support in response to students experiencing difficulty or needing enrichment.
  - f. Use collected data to make instructional decisions.
3. Assign roles amongst teams to fulfill duties of the PLC.
  4. Document minutes from meeting.

MPSAS- Standard 2012

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** -

GBH Professional Personnel Supervision

### **PROFESSIONAL PERSONNEL SUPERVISION**

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 professional staff. 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. Each principal shall be responsible for developing a teacher duty schedule so that every student will be under continuous supervision during the entire school day and at all school-sponsored activities so as to provide maximum safety and well-being for each student.

The school bell does not excuse students from the classroom. Each teacher shall give notice of dismissal and stand in the doorway of his/her classroom to supervise children as they pass in and out of the classroom and through the corridor.

Principals will assign duty to teachers to insure proper decorum during the school day. It is expected that all teachers will correct any misbehavior at any time, regardless of assignment. Students are not to be excused from class for any reason except illness, emergency, or any justifiable reason deemed acceptable by the teacher.

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** -

GBI Evaluation of Employees

### **EVALUATION OF EMPLOYEES**

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

The Mississippi Public School Accountability Standard for this policy is standard 3.

LEGAL REF.: MS CODE as cited

Mississippi Public School Accountability Standards

CROSS REF.: Policy GAE-P - Grievance Procedures - Licensed Personnel Appraisal

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** -

## GBIA Teacher Policy and Performance Appraisal

### TEACHER POLICY AND PERFORMANCE APPRAISAL

The Greenwood Leflore Consolidated School District implements a formal personnel appraisal system for licensed staff that includes assessment of employee on-the-job performance. {MS Code 37-3-46(b)}

#### PURPOSE

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

#### DEFINITIONS

The following definitions shall apply in this grievance procedure:

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

#### PROCEDURE FOR PROCESSING GRIEVANCES

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** -

Grievances shall be processed in accordance with the following procedure:

Level One

1. All grievances, as defined above, must be presented orally to the principal of the grievant within five (5) days of the act or omission complained of, and the principal and grievant will attempt to resolve the matter informally.

2. If the grievant is not satisfied with the action taken or the explanation given by his/her principal the grievant shall, within five (5) days after meeting with his/her principal, file a written statement with his/her principal setting forth in detail how the grievant claims to have been discriminated against. This written statement shall contain, in addition to the above, the time, place, and nature of the alleged act or omission and the state of federal law or board policy violated. The statement must be signed by the grievant.
3. In the event the grievant does not submit to his/her principal 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.
4. Within five (5) days after receiving the grievant's signed statement the principal shall send to the superintendent a copy of the grievant's statement, along with a statement from the principal setting forth his/her response to the grievant and/or his/her decisions, as is applicable. At the same time, the principal shall also provide a copy of his/her written statement to the grievant.

#### Level Two

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

#### Level Three

1. If the grievance is not resolved to the satisfaction of the grievant at Level Two, or if the superintendent does not render a decision within five (5) days, the grievant may file the grievance with the secretary of the school board.

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:**

2. If the grievance is not filed with the secretary of the school board within five (5) days of the hearing at Level Two, the grievance shall be considered resolved.
3. Within five (5) days after receipt of the grievance, the board secretary, in concert with the board chairman and superintendent, shall schedule a hearing before the school board on the grievance.
4. The board shall render its decision within seven (7) days of the hearing. The decision of the Board of Trustees is final and concludes the appeal process on the district level.  
Legal Ref.: MS Code as cited



## GBIB - Certified Employee Evaluation Process

### **CERTIFIED EMPLOYEE EVALUATION PROCESS**

As part of the rules and criteria for the renewal of a teaching certificate in all fields, there are established rules whereby all certified teachers shall be required to complete:

1. ten (10) continuing education units (CEU) in content or job/skill related area; or
2. three (3) semester hours in content or job/skill related area and five (5) continuing education units (CEU) in content or job/skill related area; or
3. six (6) semester hours in content or job/skill related area: or
4. completion of the National Board of Professional Teaching Standards Process.  
Ref.: Office of Educator Licensure (1999)

Certificated personnel whose certificate expires in June of any given year are to have their new certificate in the Personnel Office no later than June 1 of the year the certificate expires; otherwise, the Personnel Director will attempt to fill the position with a certified person. If a certificate arrives in the Personnel Office after July 1 and prior to August 1 of any given year, the person may be considered for employment if a vacancy exists in the area in which the person is certified.

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:**

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:**

GBJ - Professional Personnel Promotions

### **PROFESSIONAL PERSONNEL PROMOTIONS**

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

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

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

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

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:**

GBK - Professional Personnel Suspension / Dismissal

## PROFESSIONAL PERSONNEL SUSPENSION / DISMISSAL

### BREACH OF CONTRACT

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

### REASONS FOR DISMISSAL OR SUSPENSION

For incompetence, neglect of duty, immoral conduct, intemperance, brutal treatment of a pupil or other good cause the superintendent of this school district may dismiss or suspend any licensed employee. Before being so removed or suspended any licensed employee shall be notified of the charges against him and he shall be advised that he is entitled to a public hearing upon said charges. Provided, however, that a school superintendent whose employment has been terminated under this section shall not have the right to request a hearing before the school board or a hearing officer.

### IMMEDIATE RELEASE

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

### HEARING

This school board, upon a request for a hearing by the person so suspended or removed shall set a date, time and place for such hearing which shall be not sooner than five (5) days nor later than thirty (30) days from the date of the request. The procedure for such hearing shall be as prescribed for hearings before this board or hearing officer in Section 37-9-111. From the decision made at said hearing, any licensed employee shall be allowed an appeal to the chancery court in the same manner as appeals are authorized in Section 37-9-113. This section shall not be applicable to a superintendent whose employment has been terminated by the school board under Section 37-9-59, or whose employment contract has not been renewed by the school board.

#### APPEAL

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

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

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

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

NOTE: Please refer to the Education Employment Procedures Law Handbook, published by MSBA.

LEGAL REF.: MS CODE as cited

Merchant v Pearl MSSD (Miss. 1986) 492 So. 2d 959

CROSS REF.: Policy GBI - Evaluation of Employees

GBK-E(1)

Professional Personnel Suspension / Dismissal - Forms

OPEN FILE

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:**

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** -

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBKAR - Professional Personnel Reduction in Force

### **PROFESSIONAL PERSONNEL REDUCTION IN FORCE**

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

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

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

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

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

LEGAL REF.: MS Code Sections 37-9-101 through 37-9-113 and 37-9-59 CROSS

REF.: Policy GBK-E C Professional Personnel Separation

## GBN Professional Personnel Separation/Nonrenewal

### **PROFESSIONAL PERSONNEL SEPARATION /NONRENEWAL**

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

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

#### NOTICE OF NONRENEWAL

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

1. If the employee is a principal, the superintendent, without further board action, shall give notice of non-reemployment on or before March 1; or
2. If the employee is a teacher, administrator or other professional educator covered under Sections 37-9-101 through 37-9-113, the superintendent, without further board action, shall give notice of non-reemployment on or before April 15, or within ten (10) calendar days after the date that the Governor approves the appropriation bill(s) comprising the state's education budget for funding K-12, whichever date is later. An interim conservator appointed pursuant to Section 37-17-6(14)(a) or a school board acting on the recommendation of a school district financial advisor appointed pursuant to Section 37-9-18 shall not be required to comply with the time limitations prescribed in this section for recommending the reemployment of principals, teachers, administrators or other professional educators. ' 37-9-105 A decision not to renew licensed employees of this school district shall be based upon valid educational reasons or noncompliance with school district personnel policies.

#### LICENSED EMPLOYEE RIGHTS



**District:** Greenwood Leflore Consolidated Schools  
**Section:** G - Personnel  
**Policy Code:** -

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

1. written notice of the specific reasons for non-reemployment together with a summary of the factual basis therefor, a list of witnesses and a copy of documentary evidence substantiating the reasons intended to be presented at the hearing. The school district shall give this notice to the principal or other professional educator at least fourteen (14) calendar days prior to any hearing;
2. 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 principal or other professional educator to be the reason for non-reemployment;
3. receive a fair and impartial hearing before the school board or hearing officer selected by the school board;
4. be represented by legal counsel, at his/her own expense.

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

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

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

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

LEGAL REF.: MS CODE, as cited

Merchant v Pearl MSSD (Miss. 1986) 492 So. 2d 959

CROSS REF.: Policy GBN-R - Rules of Procedure Under the Education Employment Procedures Law

## GBO Professional Personnel Resignations

### **PROFESSIONAL PERSONNEL RESIGNATIONS**

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

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

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

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

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

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** -

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

LEGAL REF.: MS Code § 37-9-55 and § 37-9-57

CROSS REF.: Policies GBN - Professional Personnel Separation

GBOA - Professional Personnel Release From Contract

GBO-E Acceptance of Personnel Resignation.pdf

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel **Policy**

**Code:**

GBOA - Professional Personnel Release from Contract

### **PROFESSIONAL PERSONNEL RELEASE FROM CONTRACT**

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

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 contract and said contract shall be null and void on the date specified in this school board's order. ' 37-9-55 (1997)

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 there from 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)

LEGAL REF.: MS CODE as cited

CROSS REF.: Policies GBN - Professional Personnel Separation

**District:** Greenwood Leflore Consolidated Schools  
**Section:** G - Personnel  
**Policy Code:** -

#### GBP Professional Personnel Reemployment

### **PROFESSIONAL PERSONNEL REEMPLOYMENT**

#### 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 noninstructional 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.

#### PERSONNEL SUPERVISOR

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

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

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

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

#### LEGAL RULING

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

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

LEGAL REF.: MS CODE as cited

*Jones v Birdsong* (1980, ND Miss.) 350 F Supp. 221

CROSS REF.: Policies GBA - Professional Personnel Compensation Guides and Contracts GBD  
- Professional Personnel Hiring

**District:** Greenwood Leflore Consolidated Schools  
**Section:** G - Personnel  
**Policy Code:** -

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBQ - Professional Personnel Retirement

#### **PROFESSIONAL PERSONNEL RETIREMENT**

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.

#### **ATTORNEY GENERAL OPINION**

**Q:** May a superintendent or school board give retirees who worked in a school district free lifetime passes to all sports events as a retirement gift?

**A:** A school board would have no authority to award gifts to employees upon retirement. See Article 4, Section 96 of the Mississippi Constitution. (Attorney General's Opinion to Necaise dated December 20, 2002)

**LEGAL REF.:** MS CODE as cited

**CROSS REF.:** Policy GBRJ-R - Substitute Teachers



**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBQA - Strikes **STRIKES**

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

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

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

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

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

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

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

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

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

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

LEGAL REF.: MS CODE as cited

CROSS REF.: Policy GBRC - Professional Personnel Work Load

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBR - Sexual Harassment

## **SEXUAL HARASSMENT**

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

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

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

## **GENERAL PROHIBITIONS**

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

Unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute Sexual harassment when certain criteria are met. The criteria are:

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

#### SPECIFIC PROHIBITIONS

##### 1. Administrators and Supervisors

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

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

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

#### REPORTING, INVESTIGATION, AND SANCTIONS

1. It is the express policy of the Board of Education to encourage victims of a sexual harassment to come forward with such claims. This may be done through the Employee Grievance Resolution Procedure.
  1. Employees who feel that administrators or supervisors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon sexual favors, are encouraged to report these conditions to the appropriate administrator. If the employee's direct administrator or supervisor is the offending person, the report shall be made to the next higher level of administration or supervision.
  2. Employees are also urged to report any unwelcome conduct of a sexual nature by supervisors or fellow employees if such conduct interferes with the individual's work performance or creates a hostile or offensive working environment.

3. Confidentiality will be maintained and no reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.
2. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. The Superintendent has the responsibility of investigating and resolving complaints of sexual harassment.
3. Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to warning, suspension, or termination subject to applicable procedural requirements.

#### SEXUAL MISCONDUCT PROHIBITED

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

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

#### HARASSMENT PROHIBITED

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

Further, this school district prohibits sexual harassment of or by any student. 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.

LEGAL REF.: MS CODE as cited  
1972 Education Amendments, Title VII and Title IX

CROSS REF.: Policies GAAA Equal Opportunity Employment  
GACN Sexual Harassment  
GAE-R Licensed Staff Complaints and Grievances  
GAEA Staff Protection SexHarassForm.pdf GBR -P Sexual Harassment -- Procedures.pdf  
**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBRB - Professional Personnel Time Schedule (Length of Workday)

### **PROFESSIONAL PERSONNEL TIME SCHEDULE (Length of Workday)**

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

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

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

### LENGTH OF SCHOOL DAY

The number of hours of actual teaching which shall constitute a school day shall be determined and fixed by the board of trustees of the school district at not less than five and one-half (5-1/2) hours. ' 37-13-67

Elementary, junior high, and senior high school teachers are expected to be on duty at their respective schools at 7:30 a.m. each day.

Except when carrying out assignments of the principal, teachers are expected to remain at school or on duty during the designated hours.

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

Principals are expected to be on duty from 7:00 a.m. to 4:00 p.m.

LEGAL REF.: MS CODE as cited  
CROSS REF.: Policies GBRC Professional Personnel Work Load

GBRI Absence From Duty

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** -

#### GBRC Professional Personnel Work Load

#### **PROFESSIONAL PERSONNEL WORK LOAD**

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

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

#### TEACHING DAY

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

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

LEGAL REF.: MS CODE as cited

*Mississippi Public School Accountability Standards*

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



**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:**

GBRCA - Coaches Assignment Policy

## **COACHES ASSIGNMENT POLICY**

**IMPORTANT NOTICE CONSULT WITH YOUR ATTORNEY PRIOR TO ADOPTING THIS POLICY**

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 athletic director 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 athletic director 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 or sports assigned.

All coaches shall work together to promote all sports. All coaches shall be present at all home games or athletic events or as determined by the athletic director. 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.

CROSS REF.: Policy GBRE - Professional Personnel Extra Duty

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** -

### GBRD Professional Personnel Staff Meetings

#### PROFESSIONAL PERSONNEL STAFF MEETINGS

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.

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

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.

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

REFERENCE.: Mississippi Public School Accountability Standards

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

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:**

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** -

GBRE Professional Personnel Extra Duty

**PROFESSIONAL PERSONNEL EXTRA DUTY**

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

Principals will inform employees of after-school-hour activities which they are expected to attend.

Employees desiring consideration for additional assignments in summer school will make the request in writing to the Director of Personnel.

## GBRF Professional Personnel Expenses

### **PROFESSIONAL PERSONNEL EXPENSES**

Administrative personnel and others who have first been authorized by the superintendent to travel in the performance of their duties shall be advanced or reimbursed their expenses by the school district for such travel as indicated below:

For each mile actually and necessarily traveled in the employee's automobile or other private motor vehicle, the same rate of pay per mile as set by the Mississippi Department of Finance and Administration. Employees are expected by the board to car pool where two (2) or more employees are traveling to the same destination. In such an event only one (1) travel expense allowance at the authorized rate per mile shall be allowed for any one (1) trip;

When such travel is done by means of a public carrier or other means not involving a private motor vehicle, the employee shall receive as travel expense the actual fare or other expenses incurred in such travel;

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 Mississippi Department of Finance and Administration and rules and regulations adopted by the Mississippi Department of Audit.

Current reimbursements are as follows:

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

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

### **REGARDING TRAVEL ADVANCES**

1. The superintendent ONLY is authorized to approve travel advances.

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** -

2. The superintendent shall comply with all rules and regulations of the Mississippi Department of Audit regarding travel advances.
3. The superintendent shall comply with the Mississippi Department of Finance and Administration daily limits on expenditures for meals.
4. All official travel must be preapproved.
5. Persons receiving advances must be officers or employees of the school district.
6. Travel advances may not be used for personal expenses or for any purpose other than the actual expenses of the authorized travel.
7. Accounting for any travel advance shall be made within five (5) working days after the end of the month in which the official travel was made.
  - a. Any money not used for travel related expenses shall be repaid the school district at this time.
  - b. The travel reimbursement form prescribed by the Mississippi Department of Finance and Administration shall be completed and submitted at this time for all money not refunded the school district.
  - c. Actual receipts for all travel expenses except meals and travel in personal vehicles are to be included.

LEGAL REF.: MS CODE ' 25-3-41

CROSS REF.: Policy DI Accounting and Reporting



**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBRG - Professional Personnel Non-School Employment

### **PROFESSIONAL PERSONNEL NON-SCHOOL EMPLOYMENT**

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; nor will the employee use district materials, supplies or property for outside employment.

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

NOTE: See also the Education Employment Procedures Law Handbook, published by MSBA.

LEGAL REF.: MS CODE as cited

CROSS REF.: Policy GBI C Evaluation of Employees



**District:** Greenwood Leflore Consolidated Schools  
**Section:** G - Personnel  
**Policy Code:** GBRGA - Professional Leave for Consultant Purposes

#### **PROFESSIONAL LEAVE FOR CONSULTANT PURPOSES**

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.

**District:** Greenwood Leflore Consolidated Schools  
**Section:** G - Personnel  
**Policy Code:** GBRGB - Professional Personnel Tutoring for Pay

#### **PROFESSIONAL PERSONNEL TUTORING FOR PAY**

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

No teacher shall use his/her official position to obtain pecuniary benefit for himself 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. §25-4-105 (1)

LEGAL REF.: Mississippi Code, as cited above  
CROSS REF.: Policies GBRC – Professional Personnel Work Load  
GBRG – Professional Personnel Non-School Employment  
GAU – Outside Employment - Tutoring  
**Section:** G - Personnel  
**Policy Code:** GBRHA - Workplace Safety Policy  
**Workplace Safety Policy**

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

**District:** Greenwood Leflore Consolidated Schools

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

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

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

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

Please refer to GBRHA-E for the procedures to be followed under this policy.

LEGAL REF: MS CODE § 71-3-35

CROSS REF.: Policies EBB – Safety Program,  
EBBA – School Safety Plan

GBRHA E-1

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBRHB - Conference and Visitations

CONFERENCE AND VISITATIONS

1. A parent, guardian or custodian of a compulsory-school-age child enrolled in the school district may be requested to appear at school by the school attendance officer or an appropriate school official for a conference regarding acts of the child specified in paragraph 1 of this subsection, or for any other discipline conference regarding the acts of the child.
2. Any parent, guardian or custodian of a compulsory-school-age child enrolled in the school district who refuses or willfully fails to attend such discipline conference specified in paragraph two of this section may be summoned by proper notification by the Superintendent of Schools or the school attendance officer and be required to attend such discipline conference.
3. A parent, guardian or custodian of a compulsory-school-age child enrolled in the public school district shall be responsible for any criminal fines brought against such student for unlawful activity occurring on school grounds or buses.
4. As an alternative to suspension, a student may remain in school by having the parent, guardian or custodian, with the consent of the student's teacher or teachers, attend class with the student for a period of time specifically agreed upon by the reporting teacher and school principal. If the parent, guardian or custodian does not agree to attend class with the student, the student shall be suspended in accordance with the code of student conduct and discipline policies of the school district.
5. A parent, guardian or custodian who has been summoned by proper notification by an appropriate school official is required by legal statute to attend a discipline conference. Mississippi Law also makes a parent, guardian or custodian of a compulsory school-age child who refuses or willfully fails to perform any of the duties imposed upon him or her shall be guilty of a misdemeanor and upon conviction, shall be fined up to Two Hundred Fifty Dollars (\$250.00).

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBRHC - Return to Work Policy

### **RETURN TO WORK POLICY**

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

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

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

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

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

Please refer to GBRHA-E for the procedures to be followed under this policy.

LEGAL REF: MS CODE § 71-3-35

CROSS REF.: Policies EBB – Safety Program

EBBA – School Safety Plan

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBRHD - Coordination of Benefits

### **COORDINATION OF BENEFITS**

It is the policy of Greenwood Leflore Consolidated Schools to prohibit employees injured at work from combining workers' compensation benefits with accrued leave that would result in compensation in excess of 100% of their wages. If an employee is taken off duty by a doctor for a work-related injury more than five days and is therefore eligible to receive workers' comp lost time benefits, then they may not use accrued leave in order to receive compensation in excess of the compensation they would have received if they had been on the job. The employee shall use a proportional share of accrued leave to receive full (100%) compensation for the days off work, until their accrued leave has been exhausted.

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBRI - Absence from Duty

#### 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:

1. 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 ten (10) days for absences caused by illness or physical disability of the employee during that school year. In the event that employment does not commence at the beginning of the school year, sick leave shall be calculated at the rate of one day per month for each contractual month employed, except that nine month (180) days employees earn ten (10) days. Ten-month (200) days employees earn ten (10) days. Eleven-month (220) days employees earn eleven (11) days. Twelve-month (240) days employees earn twelve (12) days. Any sick leave taken on the first work day and the first day of the school term, the last work day and the first day of the school term, on a day previous to a holiday or a day after a holiday, unless on such days an immediate family member of the employee is being deployed for military service shall require a doctor's verification.
2. 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.

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

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.

3. 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.

4. 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

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

### 4. PROFESSIONAL LEAVE ALLOWANCE



Beginning with the school year 1992-93, each licensed employee shall be credited with a professional leave allowance, with pay, for each day of absence caused by reason of such employee's statutorily required membership and attendance at a regular or special meeting held within the State of Mississippi of the State Board of Education, the Commission on Teacher and Administrator Education, Certification and Licensure and Development, the Commission on School Accreditation, the Mississippi Authority for Educational Television and the meetings of the state textbook rating committees or other meetings authorized by local school board policy.

5. RETIREMENT

Upon retirement from employment, each licensed and - 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:

1. 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;
2. 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;
3. 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;

4. 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

1. For the purposes of this subsection, the following words and phrases shall have the meaning ascribed in this paragraph unless the context requires otherwise:
  - a. "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.
  - b. "Immediate family" means spouse, parent, stepparent, sibling, child or stepchild.
2. 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:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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.

- e. 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.
- f. 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.
- g. Donated leave shall not be used in lieu of disability retirement. ' 37-7307

#### 11. JURY DUTY / SUBPOENA

All school personnel selected to serve on jury duty or to testify in a hearing wherein the school district is named as a party, may do so without loss of pay from the school district under the following provisions:

1. Notification given to supervisor in advance by a copy of the duty summons that shall be furnished to the county office with payroll information;
2. Proof of days and/or part of days served shall be submitted to county office;
3. If less than a full day is required, the person is required to report to their normal workplace; and,
4. Failure to follow items 1,2, or 3 will result in a per-diem deduction.
5. In all other court appearances, an employee may elect to use personal days and/or make arrangements for compensation with the party having them subpoenaed.

CROSS REF.: Policies GBRIA C Family and Medical Leave Act  
GBRID C Military Leave

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBRIA - Family and Medical Leave Act

#### FAMILY AND MEDICAL LEAVE ACT (FMLA)

NOTE: In reviewing this sample policy, school districts are encouraged to seek legal advice, especially at those points below denoted with an asterisk (\*).

#### IMPORTANT NOTICE

Due to the complexity of the Family Medical Leave Act (FMLA) and because it involves consideration of your district's leaves and absences policy and your 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 attempt development of a detailed policy for the administration 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. It is strongly recommended that the school district purchase a competent analysis of the rules, regulations and guidelines of the FMLA to review while evaluating individual requests for leave under FMLA. The school district's attorney should always be consulted when there is uncertainty.

Of particular importance are the posting and notice requirements of the Act. You must conspicuously post and keep posted in all schools and offices where employees are employed and where applications for employment are taken a notice explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act with the Wage and Hour Division. Copies of the required notice may be obtained from any local Wage and Hour Division Office. No reproductions of the notice may be any smaller than 8 x 11 inches and the text must be fully legible. Failure to post the required notice prohibits you from taking any adverse action against an employee as well as liability for payment of fines to the Department of Labor (DOL).

Information concerning FMLA entitlements and employee obligations must be included in any employee handbook or other documents providing written guidance explaining all the obligations and rights of an eligible employee whenever that employee requests leave under FMLA. A fact sheet is available from the nearest Wage and Hour Division Office that will provide this guidance.

Also, you must provide an employee who has given you notice of the need for FMLA leave a notice of your specific expectations and employee obligations. Such notice must detail all consequences for failing to meet these obligations. This notice must include the following information as is appropriate to the leave request being considered:

1. Whether the district will require a medical certificate of a serious health condition or recertification and what will happen if the employee fails to do so;
2. Whether the district will require the employee to furnish, prior to being restored to employment, a fitness for duty certificate;
3. That the taking of this leave will count against the employee's annual FMLA leave entitlement;
4. That the employee has a right to substitute paid leave (sick leave, vacation, personal days) for FMLA leave or whether the district will require the substitution of paid leave and any conditions related to substitution;
5. Whether the employee is a "key employee" and that restoration might possibly be denied after taking FMLA leave, explaining the condition required for you to deny restoration;
6. Whether the employee will be required to pay any health insurance premiums to maintain benefits while on leave and the arrangements for making the payments;
7. That if the employee fails to return to work after taking unpaid FMLA leave, he is potentially liable for payment of health insurance premiums paid by the school district;
8. That the employee has a right to restoration to the same or equivalent job\* upon return from leave.

The school district is also expected to act in good faith in answering questions from employees about their rights and responsibilities under the FMLA.

FMLA provides that the school district shall make, keep and preserve records pertaining to its obligations under the Act in accordance with the record keeping requirements of section 11 C of the Fair Labor Standards Act (FLSA) and the FMLA. No particular order or form of records is required. No requirement exists that requires the school district to revise its computerized payroll or personnel records to comply; however, some items are required.

Leaves and Absences and The Family Medical Leave Act of 1993 (P.L. 103-3)

#### I. GENERAL

1. Definition
  1. "Eligible employee" means one who is employed at a school facility where at least 50 persons are employed, either there or within a 75 mile radius of that school facility as measured by road miles by the shortest route possible; and who has been employed for at least 12 months by the school district as of the date leave commences, and who has also provided at least 1250 hours of

service during that 12 month period. Fifty-two (52) weeks of casual, intermittent or occasional employment qualifies as "at least 12 months".

School district employees exempt from FLSA requirements are presumed to have worked 1250 hours.

2. "Employee's spouse" means husband or wife as defined by Mississippi Law.
3. "Employee's son or daughter" means biological child, adopted child or foster child, legal ward or the child for whom the employee is standing in loco parentis who is either under the age of 18 or above the age of 18 and incapable of selfcare because of a mental or physical disability.
4. "Employee's parent" means biological parent or an individual who stood (or now stands) in loco parentis to an employee when the employee was a child (not to include parents-in-law).
5. "Employee's immediate family member" means spouse, son or daughter or parent as defined hereinabove.
6. For the purposes of FMLA, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves either in-patient care (overnight stay) in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider. \*

## 2. Leave Provisions

1. An eligible employee is entitled to 12 unpaid work weeks of leave during any 12-month period for any one or more of the following reasons:
  - a. The birth of a son or daughter, and to care for the newborn child (within 12 months of the birth).
  - b. The placement of a child with the employee for adoption or foster care (within 12 months of the placement).
  - c. To care for the employee's spouse, son, daughter, or parent with a serious health condition (not parent "in-law").
  - d. Because of the employee's own serious health condition which makes the employee unable to perform the function of his/her job.
  - e. Service Member Exigency Leave: For absences caused by an active duty exigency when the employee's spouse, child, or parent is a service member.
  - f. Military Caregiver Leave: To care for the employee's spouse, child, parent, or next of kin (if the employee is the nearest blood relative) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty.

5. The school district selects the following methods of determining the "12month period". This Method will be used consistently and changed only upon 60 days' written notice to all employees.
6. The 12-month period measured forward from the beginning date of the employee's FMLA leave.
7. Husband and wife employees have a 12 week aggregate leave limit except for personal illness or the illness of a child or the other spouse; that is, if each spouse took 6 weeks of leave for the birth of a child, each could later use an additional 6 weeks due to personal illness or to care for a sick child.
8. Brother and sister employees would have an aggregate limit of 12 weeks to care for their parent.
9. Special rules apply to this school district which allow it to require eligible instructional personnel only to take FMLA leave on an intermittent or reduced leave schedule, or to take leave near the end of a semester. Instructional employees are only those employees whose principal function is to teach and instruct students in a class, small group or individual setting. Instructional employees include teachers, teacher aides and assistant teachers who actually teach, coaches, driver's education instructors and special education assistants such as signers. All other eligible employees may request intermittent leave or leave on a reduced leave schedule to care for a family member or for the employee's own serious health condition. \*

3. Notice Requirement

1. School district employees must provide this district at least 30 days' advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care or planned medical treatment for a serious health condition of the employee or family member.
2. Due to lack of knowledge or a medical emergency, notice must be given as soon as is practicable, which means as soon as both practical and possible or at least verbally within 1 or 2 working days when the need for leave becomes known to the employee (followed by written notice). \*
3. Failure to give 30-day notice for foreseeable leave may result in the denial of the taking of FMLA leave until at least 30 days after the date the employee provides notices. \*

II. REQUIRED CERTIFICATION

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



without the approval of the superintendent. No approval shall be granted by the superintendent without the required written notice and certificate.

2. The certification 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.
3. The school district may require that a second opinion be obtained at the school district's expense. The second opinion may not be provided by a health care provider employed by this school district. In the event of conflicting opinions, the school district may pay for a third and final provider to offer a binding decision.
4. The school district may require subsequent written recertification on a reasonable basis.

### III. EMPLOYMENT BENEFITS PROTECTION

1. An employee who completes a period of leave and has complied fully with the terms of this policy shall be returned either to the same position he/she had before the taking of leave or to a position which is genuinely equivalent (as compared to a comparable or similar job) in pay, benefits, and other terms and conditions of employment.
2. 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.
3. The school district may exempt from the restoration requirement in paragraph A above a key employee who is in the highest paid 10 percent of this district's workforce within a 75-mile radius of the school facility if restoring the key employee would cause substantial and grievous injury to the classroom and instructional program. \*
4. The school district shall notify the key employee of its intent not to restore him/her at the time of the request for leave or when the determination is made. If the leave has begun, the key employee shall have the option of deciding whether or not to return to work after receiving the notice. An employee who is not restored shall be considered to be on leave for the duration of his/her leave period. \*
5. Health benefits shall continue through an employee's leave period, even for key employees who have been notified that reinstatement will be denied. The school district shall recover health coverage premiums paid for an employee who fails to return from leave except as follows:

1. No recovery will be made from a key employee who has chosen to take or continue leave after receiving notice of non-reinstatement.
2. No recovery will be made from an employee who fails to return from leave if the reason is the continuation, recurrence, or onset of a serious health condition, or something else beyond the employee's control, all of which is subject to the certification requirement in Section II, above.

#### IV. PROHIBITED ACTS

This school district shall not interfere with or restrain an eligible employee's right to exercise the provisions of this policy. \* This policy shall take effect and be in force from and after August 5, 1993. An employee's service prior to this effective date shall be counted in determining whether the employee is eligible for leave.

LEGAL REF.: Family and Medical Leave Act of 1993 CROSS REF.: Policies GBRI - Absence from **District:**  
Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBRID - Military Leave

#### MILITARY LEAVE

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

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

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

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

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

This district shall comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") which, among other things, removes the distinction between active service personnel and reserve personnel from the employer's perspective. Further, the Act prohibits an employer from denying "initial employment, reemployment, retention in

employment, promotion, or any benefit of employment" to a person who is a member of or applies to be a member of the uniformed services, or who is performing, has performed, or has applied to perform services in a uniformed service.

NOTE: Due to the breadth and complexity of USERRA, all of its provisions cannot be covered here. Each board is advised to have its attorney review USERRA and assist in the development of district policy regarding specific application of USERRA requirements.

#### MILITARY ACTIVE DUTY AND BOARD VACANCY

Recent national events have prompted the questions regarding the status of board members who are called to active duty by the military. The primary question is whether or not a vacancy is created on the board when a board member is called to active duty. In most instances the answer is no. The board would treat this situation the same as when a board member becomes ill, and the remaining board members would continue to conduct the board's business. The seat would be declared vacant only if the board member officially resigned from the board.

Under certain circumstances the board and superintendent may wish to investigate the possibility of declaring the position vacant after an absence of considerable length. The board and superintendent are cautioned that efforts to declare a board position vacant should be taken seriously and only after consultation with the school board attorney to make certain that the actions taken are within the authority of the board. It is likely that national guard members called to active duty would be protected and have re-employment and other rights under federal law.

#### ATTORNEY GENERAL OPINION

Q: Should annual and sick leave continue to accumulate while an employee is on military leave without pay?

A: No. Statutory provisions for leaves of military absence without loss of vacation, holiday, or sick time have been held to protect the employee's right to such time as had already accrued at the time the employee entered on military duty, but not to provide the right to accrue such benefits during the period of absence. (*Attorney General's Opinion to Rudd dated January 23, 1991*)

LEGAL REF.: MS CODE as cited; Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

CROSS REF.: Policies GBRI - Absence from Duty

GBRIA - Family and Medical Leave Act

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBRJ - Arrangements for Substitutes

#### ARRANGEMENTS FOR SUBSTITUTES

A roster of teachers approved for substitute teaching on a per diem basis shall be issued annually by the superintendent of schools, which shall contain the names of approved teachers who shall have made formal application to the office of the superintendent to serve as emergency teachers. Principals shall use the roster of approved substitute teachers in selecting teachers for emergency service as required. Retired teachers may substitute-teach. ' 25-11-127

CRIMINAL RECORDS BACKGROUND CHECK Superintendents/directors of schools under the purview of the State Board of Education, the superintendent of the local school district and any private firm under contract with the local public school district to provide substitute teachers to teach during the absence of a regularly employed schoolteacher shall require, through the appropriate governmental authority, that current criminal records background checks and current child abuse registry checks are obtained, and that such criminal record information and registry checks are on file for any new hires applying for employment as a licensed or non-licensed employee at a school and not previously employed in such school under the purview of the State Board of Education or at such local school district prior to July 1, 2000. In order to determine the applicant's suitability for employment, the applicant shall be fingerprinted. ' 37-9-17 (2)

#### TERMS OF EMPLOYMENT AND COMPENSATION

Substitute teachers are approved by the school board for one academic year. Substitute teacher applicants are screened. The applicants with the most educational training are selected. Temporary service teachers are at-will employees and have no property rights in their employment which may be terminated at any time by either the employee or the employer without notice.

#### PAYMENT FOR SUBSTITUTE TEACHERS

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. 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. ' 37-7-307 (7)

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBRL - Drug Free Schools and Workplace

#### **DRUG FREE SCHOOLS and WORKPLACE**

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

"Workplace" is defined to mean the site for the performance of work done in connection the Greenwood Leflore Consolidated School District. 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.

As a condition of employment in the Greenwood Leflore Consolidated School District, 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 5 days after such conviction.

As a condition of employment in the Greenwood Leflore Consolidated School District, 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.

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.

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

#### **DENIAL OF LICENSE**

The State Board of Education, acting through the commission, may deny an application for any teacher or administrator license if the applicant is actively addicted to or actively dependent on alcohol or other habit-forming drugs or is a habitual user of narcotics, barbiturates, amphetamines, hallucinogens, or other drugs having a similar effect, at the time of application for a license. ' 37-3-2 (11) (c)

## SUSPENSION OF LICENSE

The State Board of Education, acting on the recommendation of the commission, may revoke or suspend any teacher or administrator license for specified periods of time if the teacher or administrator has been convicted, has pled guilty or entered a plea of nolo contendere to a felony, as defined by federal or state law. ' 37-3-2 (12) (d)

Dismissal or suspension of a licensed employee by a local school board pursuant to Section 379-59 may result in the suspension or revocation of a license for a length of time which shall be determined by the commission and based upon the severity of the offense. ' 37-3-2 (13) (a)

LEGAL REF.: MS CODE as cited

21 U.S.C. 812

CROSS REF.: Policy GBRM-2 C Drug and Alcohol Testing Policy

### **NOTICE TO EMPLOYEES ENGAGED IN WORK ON FEDERAL GRANTS**

YOU ARE HEREBY NOTIFIED that it is a violation of the policy of this school district for any employee to unlawfully manufacture, distribute, dispense, possess or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 CFR 1300.11 through 1300.15.

"Workplace" is defined as the site for the performance of work done in connection with a federal grant. That includes any place where work on a school district federal grant is performed, including a school building or other 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.

YOU ARE FURTHER NOTIFIED that it is a condition of your continued employment on any federal grant that you will comply with the above policy of the school district and will notify your supervisor of your conviction of any criminal statute for a violation occurring in the workplace, no later than 5 days after such conviction.

Any employee who violates the terms of the school district's drug-free workplace policy may be non-renewed or his or her employment may be suspended or terminated, at the discretion of the school district.

**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBRM - Smoking and Other Uses of Tobacco

#### SMOKING AND OTHER USES OF TOBACCO

#### NO CHILD LEFT BEHIND ACT

This policy complies with the requirements of the No Child Left Behind Act of 2001, which prohibits smoking in indoor school facilities.

#### MISSISSIPPI ADULT TOBACCO USE ON EDUCATIONAL PROPERTY ACT OF 2000

#### DEFINITIONS

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

#### PENALTY FOR VIOLATION

No person shall use any tobacco product on any educational property as defined in this act. Any adult who violates this section shall be subject to a fine and shall be liable as follows:

1. for the first conviction, a warning;
2. for a second conviction, a fine of Seventy-Five Dollars (\$75.00); and
3. for all subsequent convictions, a fine not to exceed One Hundred Fifty Dollars (\$150.00) shall be imposed.

## ISSUANCE OF CITATION

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

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

It is the responsibility of all law enforcement officers and law enforcement agencies of this state to ensure that the provisions of this act are enforced. ' 97-32-25 thru 29 (2000)

LEGAL REF.: MS CODE as cited; P. L. 107-110 (No Child Left Behind Act of 2001) CROSS  
REF.: Policy GBRL - Drug Free Workplace



**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GBRM-2 - Drug and Alcohol Testing Policy

### **DRUG AND ALCOHOL TESTING POLICY**

The following is Greenwood Leflore Consolidated School District's Drug and Alcohol Testing Policy enacted pursuant to the MS Drug and Alcohol testing law, MS Code Annotated Sections 71-7-1 et seq. Supp. (1994). This policy is effective on the adopted date. After this date, the district will begin testing personnel if it reasonably suspects that an employee is under the influence of illegal drugs or alcohol. In addition, the district will begin conducting random testing of all bus drivers, and preemployment testing of all prospective employees. This policy will be enforced uniformly with respect to all personnel. All of the district's personnel, including administrators, will be subject to testing.

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 ensuring 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. SUBSTANCE

#### **ABUSE**

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

1. 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.
2. 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.
3. The use, sale, or possession of an illegal or non-prescription drug or controlled substance while on duty is cause for immediate termination.
4. No alcoholic beverage will be brought or consumed on district premises.
5. 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.

6. 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.

#### DRUG AND ALCOHOL TESTING

1. Effective upon adoption the Greenwood Leflore Consolidated School District will begin conducting pre-employment testing (cost to be the responsibility of the applicant), reasonable suspicion testing of all personnel and random testing of bus drivers (cost for reasonable suspicion and random testing is the responsibility of the district).
2. An employee will be allowed to provide notice to the Greenwood Leflore Consolidated School District of currently or recently used prescription or non-prescription drugs prior to the time of the test.
3. Random testing of bus drivers will be implemented using a neutral selection basis. Greenwood Leflore Consolidated School District will not waive the selection of any employee chosen pursuant to the random selection procedures.
  1. Reasonable suspicion is defined under this policy as the belief by Greenwood Leflore Consolidated School District that an employee is using or has used drugs or alcohol in violation of Greenwood Leflore Consolidated School District's policy. Reasonable suspicion may be based upon, among other things:
    - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of a drug;
    - b. Abnormal conduct or erratic behavior while at work, absenteeism, tardiness, or deterioration in work performance;
    - c. A report of drug use provided by reliable and credible sources and which has been independently corroborated;
    - d. Evidence that an individual has tampered with a drug and alcohol test during his employment with the current employer;
    - e. Information that an employee has caused or contributed to an accident while at work; and
    - f. 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.
  2. If there is reasonable suspicion that an employee is using or has used drugs or consumed alcohol in violation of Greenwood Leflore Consolidated School 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 Greenwood Leflore Consolidated School District's

drug and alcohol policy, the employee will be subject to immediate termination of his or her employment with the district.

4. Any employee who refuses to take a drug and alcohol test will be subject to discipline, up to and including immediate termination of employment.
5. The following are drugs for which the district may test: alcohol, opiates, amphetamines, phencyclidine (PCP), marijuana, and cocaine.
6. 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.
7. 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.
8. If the district determines that discipline and/or discharge are not necessary or appropriate in a case where an employee is in violation of Greenwood Leflore Consolidated School District's Drug and Alcohol Testing Policy, the employee as a condition of continued employment must complete a certified substance abuse rehabilitation program at the employee's own cost and expense. The employee may be allowed to work for the district while undergoing the treatment, but the employee must provide evidence of continued treatment and/or rehabilitation upon request. The employee must also agree to submit to random testing for three years after the date of the positive confirmation drug and alcohol test result.

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

===== PRE-

EMPLOYMENT

DRUG TEST CONSENT AND INFORMATION

RELEASE FORM

I understand that one of the components of the Greenwood Leflore Consolidated School District's Substance Abuse Program is testing for drugs and alcohol as a condition of employment. I further understand that failure to consent to drug and alcohol testing will be considered a withdrawal of my application for employment.

I authorize the testing laboratory to release the results of drug and alcohol tests only to Greenwood Leflore Consolidated School District's Superintendent and the Drug Program Administrator. I understand that this information will otherwise be kept confidential and will not be released without my written consent or as is otherwise permitted by law.

The following are the legal nonprescription drugs, and the drugs for which I have a prescription, that I take routinely or have taken within the last ten (10) days.

NAME OF DRUG FREQUENCY OR LAST TIME TAKEN

_____	_____
_____	_____
_____	_____
_____	_____

Applicant

Witness

\_\_\_\_\_

\_\_\_\_\_

Date

Date

---

---

**DRUG TEST CONSENT AND INFORMATION**

**RELEASE FORM**

I understand that one of the components of the Greenwood Leflore Consolidated School District's Substance Abuse Program is reasonable suspicion testing for drugs and alcohol. I understand that I must submit to reasonable suspicion testing as a condition of continued employment. I further understand that failure to consent to reasonable suspicion drug and alcohol testing may subject me to disciplinary measures up to and including termination of my employment.

I authorize the testing laboratory to release the results of drug and alcohol tests only to the district Superintendent and the Drug Program Administrator. I understand that this information will

otherwise be kept confidential and will not be released without my written consent or as is otherwise permitted by law.

The following are the legal nonprescription drugs, and the drugs for which I have a prescription, that I take routinely or have taken within the last ten (10) days.

NAME OF DRUG FREQUENCY OF LAST TIME TAKEN

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Applicant

Witness

\_\_\_\_\_

\_\_\_\_\_

Date

Date

#### NOTICE

YOU ARE HEREBY ADVISED THAT STARTING UPON ADOPTION. THE GREENWOOD SCHOOL DISTRICT WILL BEGIN PRE-EMPLOYMENT DRUG AND ALCOHOL TESTING OF ALL APPLICANTS, REASONABLE SUSPICION DRUG AND ALCOHOL TESTING OF ALL EMPLOYEES AND RANDOM DRUG AND ALCOHOL TESTING OF BUS DRIVERS. THE TESTING WILL BE CONDUCTED PURSUANT TO THE MISSISSIPPI DRUG AND ALCOHOL TESTING LAW, MISSISSIPPI CODE ANNOTATED SECTIONS 71-7-1 ET SEQ. SUPP. (1994). COPIES OF THE SCHOOL DISTRICT'S POLICY AND THE MISSISSIPPI LAW ARE AVAILABLE FOR YOUR REVIEW IN THE DISTRICT OFFICE.

DATE POSTED: \_\_\_\_\_

\_\_\_\_\_  
GREENWOOD SCHOOL DISTRICT

DRUG AND ALCOHOL TESTING POLICY

CONSENT AND RECEIPT OF INFORMATION FORM

I understand that it is the Greenwood School District's policy to prohibit the use, possession, transportation, or sale of illegal or non-prescription drugs, and alcoholic beverages on the premises of the district. I understand that it is a violation of the district's policy to be under the influence of drugs and alcohol while on its premises.

My signature below constitutes my consent to provide a sample of my blood, breath, urine or other related sample for alcohol and drug testing analysis administered in accordance with Mississippi Code Annotated Sections 71-7-1 et seq. Supp. (1994)

I understand that failure to cooperate with any testing procedure may result in discipline up to and including discharge.

I confirm that I have reviewed, or been given the opportunity to review Greenwood School District's Drug and Alcohol Testing Policy.

EMPLOYEE NAME: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

#### DRUG AND ALCOHOL TESTING INDEMNITY AGREEMENT

In consideration of sums paid or to be paid by the Greenwood School District ("the district"), the undersigned hereby covenants and agrees to indemnify, defend, and hold harmless the district against any and all liability, loss, injury, damages, costs or expense which the district may hereafter incur, suffer, or be required to pay by reason of lawsuit, arbitration, or other legal process, insurance claim or other claim against the district arising out of improper, unlawful, negligent mistaken or inaccurate alcohol and/or drug testing services performed by the undersigned for the district.

The undersigned hereby confirms that it is "certified" in accordance with the Mississippi Department of Health Regulations and that the undersigned complies with the state law regarding drug and alcohol testing. The undersigned agrees to notify the district immediately if its Certification by the Department of Health is revoked or suspended.

\_\_\_\_\_

(Name of Testing Laboratory)

\_\_\_\_\_

(Signature of Authorized Representative)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Date)

(NOTE: This should be part of contract with certified laboratory)

**District:** Greenwood Leflore Consolidated Schools  
**Section:** G - Personnel  
**Policy Code:** GBT - Employee Identification

### **EMPLOYEE IDENTIFICATION**

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.

**District:** Greenwood Leflore Consolidated Schools  
**Section:** G - Personnel  
**Policy Code:** GC - Classified Staff Positions Section

### **CLASSIFIED STAFF POSITIONS SECTION**

Classified/non-licensed personnel are “at will” employees whose duties do not require a certificate (or license) issued by the State Department of Education. Classified/non-licensed 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 noninstructional 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-



This Board has the power, authority and duty to employ all non-instructional and nonlicensed 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/non-licensed 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. Please see sample 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

GCRAA - Fair Labor Standards Policy

GAAC - Hiring All Employees

District: Greenwood Leflore Consolidated Schools

Section: G – Personnel

Policy Code: GCD - Classified Personnel Hiring

## **CLASSIFIED PERSONNEL HIRING**

### **DEFINITION**

Classified non-instructional personnel are "at will" employees whose duties do not require a certificate (or license) issued by the Mississippi 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.

### **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 noncertificated 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)

### **APPLICATION**

Candidates for non-certificated positions shall make formal application with the appropriate supervisor, principal or superintendent of schools. The candidate shall provide letters of recommendation by former employers and records of specific training for the position for which application is being made. In cases where specific training is required by a state or federal agency the school board will be guided by these specific requirements.

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

1. All new hire licensed and non-licensed employees must have a state child abuse registry check and criminal records background check.

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

#### CONVICTION BASED ON ERRONEOUS INFORMATION

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

#### SELECTION

The school district shall select the most competent candidates available for non-certificated 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 are required, as may be obtained at the local health department without expense to the employee.

SALARY

The school board shall fix the salary of non-certificated 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.

NOTE: Please see the following page for sample Employment at Will Agreement.

LEGAL REF.: MS CODE as cited

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

GC - Classified Staff Section

GCRAA - Fair Labor Standards Policy

SAMPLE EMPLOYMENT AT WILL AGREEMENT

Dear \_\_\_\_\_:

This is to acknowledge your agreement to serve as \_\_\_\_\_(position)\_\_\_\_\_

for the \_\_\_\_\_ School District. It is expressly agreed

that this Agreement is for employment at will and may be terminated by the District for any reason without prior notice in the discretion of the District, without further obligation on the part of the District.

It is further acknowledged that no continuing or future employment rights are conferred herein and that all rights and obligations under this agreement will terminate on \_\_\_\_\_, unless terminated sooner.

This Agreement will become effective upon your signing this letter in the space provided below and delivering it to the Superintendent.

Sincerely,

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

ACCEPTED:

---

EMPLOYEE

---

Date

**District:** Greenwood Leflore Consolidated Schools

**Section:** G – Personnel

**Policy Code:** GCRAA - Fair Labor Standards Policy

## **FAIR LABOR STANDARDS POLICY**

### **PURPOSE**

The purpose of this policy is to ensure that the Greenwood Leflore Consolidated Schools is in compliance with the requirements of the Fair Labor Standards Act (FLSA), 29 U.S.C. ' 201 *et seq.*

### **EXEMPT EMPLOYEES**

Certain employees are exempt from coverage of the FLSA and are not subject to compensation for overtime work. Exempt employees include executive, administrative and professional employees. Examples include, but are not limited to, certified professional employees such as teachers, counselors, supervisors and administrators. Certain non-certified administrators are also exempt and include business managers, transportation directors, maintenance directors and other similar administrative and supervisory positions. Supervisors should seek advice from the school board attorney if there is a question whether a position is exempt.

### **COVERED EMPLOYEES**

Employees in the job classifications listed below are generally considered to be nonexempt and are covered by the FLSA unless a specific exception exists. In those instance the reasons for the exempt status will be specifically outlined.

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

In some instance employees may perform dual jobs for the District, such as bus driver/maintenance worker. If duties of the two jobs require the employee to work overtime, the amount due will be calculated using the method described below under OVERTIME PAY.

## EMPLOYMENT RELATIONSHIPS

No employment relationship is created between student teachers or students and the District due to the circumstances surrounding their activities.

No employment relationship is created between the District and individuals who volunteer and donate their services to the District as a public service without contemplation of pay.

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

## HOURS WORKED

The work week for the Greenwood Leflore Consolidated Schools begins on Sunday and ends on Saturday. Each employee subject to the FLSA shall be paid 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.

Hours worked shall be accurately recorded by each employee on the monthly or weekly time sheet in the form which is provided by the District. Employees using time sheets shall furnish all information requested and shall record the exact time of arrival and departure from work. Employees are expected to arrive and depart at the time specified by his/her supervisor unless requested to work overtime by his/her immediate supervisor. All overtime shall be recorded by each employee on the time sheet or time card.

No overtime shall be worked without prior written permission by the employee's immediate supervisor. In the event of emergencies requiring work in excess of 40 hours in a work week, the employee shall inform his/her supervisor as soon as practicable regarding the overtime worked.

## BREAKS AND MEAL PERIODS

Although not required by the FLSA, employee should be allowed coffee breaks of no more than 15 minutes when appropriate. The time of day for breaks and their length shall be determined by each employee's immediate supervisor.

Meal periods for some employees shall be counted as hours worked since they are frequently interrupted by calls to duty and therefore are compensable. Those employees with bona fide meal periods of 30 minutes or more shall be completely relieved of duty for the purpose of eating a regular meal and shall not be required to perform any work during that meal period.

#### MINIMUM WAGE

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

#### OVERTIME PAY

It is the policy of the District that compensation for overtime work will be paid in the form of compensatory time off. Compensatory time shall be awarded on the basis of 1 ½ hour for each hour of overtime worked. An employee will not be permitted to accumulate more than 240 compensatory time hours (160 regular hours). Employee must take the compensatory time when it is agreeable with his/her supervisor.

However, the supervisor's consent shall not be unreasonably withheld.

In the event the District decides to pay for overtime work in the form of monetary remuneration, the employee shall be paid not less than 1 ½ times his/her regular rate of pay for all hours worked over 40 hours in a work week. Overtime pay due an employee shall be computed on the basis of hours worked in each work week.

For employees paid on an hourly rate, the overtime will be based on that hourly rate. For employees paid on a salaried basis, the monthly salary will be reduced to its weekly hourly rate, from which overtime compensation will be calculated. Employees shall be paid for each and every hour worked. For those employees working 2 or more jobs for the District, overtime pay shall be calculated on the basis of a blended hourly rate on all jobs worked calculated by dividing the total amount of remuneration received in a work week by the total hours worked in that work week. The employee shall be paid one-half of the blended hourly rate times the number of hours worked over 40.

#### ADJUSTMENT OF SCHEDULES

Supervisors may adjust schedules within a work week to prevent the necessity of an employee working more than 40 hours in that work week.

#### RECORD KEEPING

The Superintendent shall require all records on wages, hours and other items to be maintained in accordance with the FLSA. Wage and Hour posters shall be displayed at each District worksite.

## ENFORCEMENT

District shall, at all times, cooperate with authorized representatives of the Department of Labor who may visit a work site. If an employee believes he/she has not been paid in accordance with the FLSA, the employee shall notify his/her supervisor and the Superintendent. Employees who believe they have not been paid in accordance with the FLSA may file a complaint with the United States Department of Labor. The District shall not retaliate in any manner whatsoever against an employee for the filing of such complaints.

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 District. Any disciplinary action taken by the District will be in addition to any relief granted an employee by the U. S. Department of Labor or a court of law.

LEGAL REF.: Fair Labor Standards Act (FLSA), 29 U.S.C. ' 201 *et seq.* CROSS

REF.: Policy GCD - Classified Personnel Hiring



**District:** Greenwood Leflore Consolidated Schools

**Section:** G - Personnel

**Policy Code:** GDI - Evaluation of Classified Employees

#### EVALUATION OF CLASSIFIED EMPLOYEES

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

The board directs the superintendent and administrative staff to develop regulations, procedures, and instruments for evaluation, using the following guidelines:

1. The board expects principals and supervisors to exert every effort to encourage staff members to develop their performance to an optimum degree.
2. Performance appraisal will be continuous, and not limited to items and procedures set. The evaluation process will make use of both self-evaluation and supervisory for formal evaluation.
3. evaluation.
4. The evaluation process will emphasize both the achievement of goals set mutually by the staff member and supervisor early in the school year and standardized objectives rating forms.
5. The procedures will provide for the recognition of outstanding services and also will be used for sound decision making as well as for counseling and in-service training.
6. When aspects of a staff member's performance are in need of improvement, the principal or supervisor will specifically identify those areas needing improvement and will develop a plan of assistance. Subsequent evaluations will address improvement and/or the need for further monitoring.
7. To provide for objectivity and uniformity, observations and evaluations will be carried out in accordance with the guidelines set forth in administrative regulations which have been developed cooperatively by the administration and staff and reviewed and approved by the school board.

The Mississippi Public School Accountability Standard for this policy is standard 3.

CROSS REF: Policies GCD - Classified Personnel Hiring

GBI - Evaluation of Professional Employees

Greenwood Leflore Consolidated School District

1901 Hwy 82 West

GREENWOOD, MISSISSIPPI 38935-1497

(662)644-0671

FAX (662)455-7409

## GREENWOOD LEFLORE CONSOLIDATEDSCHOOL CRISIS MANAGEMENT PLAN

TO WHOM IT MAY CONCERN:

Each school employee should have a copy of the School's Crisis Management Plan. This plan is utilized in each school in the Greenwood Leflore Consolidated School District. It serves as a school plan and the district plan. The distinguishing factor is that each school has its individual procedures for fire, tornado, earthquake and whatever is pertinent to their school.

With each plan, we include how to deal with any possible crisis that could occur at school. We address how to handle the media and we include a copy "Early Warning – A Guide to Safe Schools" provided to us from the U. S. Department of Education.

The Greenwood Police Chief and the Fire Chief have a copy of our plan and both participated in a staff meeting at which we reviewed the plan and they both provided their verbal approval of the plan.

**Anjuan Brown**

**School Security and Safety Coordinator**

1901 Hwy 82 West

Greenwood, MS 38930

GREENWOOD LEFLORE CONSOLIDATED SCHOOL DISTRICT  
1901 Hwy 82 West

GREENWOOD, MISSISSIPPI 38930

Mr. James Johnson Waldington

Superintendent

(662)453-4231

July 1, 2022

TO: PARENTS, TEACHERS, AND STAFF

SUBJECT: ASBESTOS INSPECTION OF ALL SCHOOL BUILDINGS

Please be informed by this notice that during the 1988-89 school year all of the school buildings of the Greenwood Leflore Consolidated School District were inspected for asbestos. Management Plans were developed, and a copy was forwarded to the Mississippi State Department of Education will be updated from time to time as the need arises.

A copy of the results of the inspection is contained in a Management Plan Document that is on file in the Office of the Principal in each school and in the Office of the Superintendent of Schools located at 401 Howard Street. These reports are available for review.

As required by law, each of our buildings is re-inspected by a certified asbestos inspector every three years and our Asbestos Management Plan is updated. To date our building we re-inspected in July 1991, July 1994, July 1997, June 2000, April 2004, July 2008, October 2010, July 2013 and July 2019. Except for asbestos containing floor tile, all the asbestos materials in which students and staff could come in contact has been removed by professional asbestos removal companies.

---

Mr. James Johnson Waldington  
Superintendent

GREENWOOD LEFLORE CONSOLIDATEDSCHOOL DISTRICT SAFETY POLICY

Dear Greenwood Leflore Consolidated Schools Staff Members:

Safety may be promoted through the use of key employees such as the Principal/Supervisor. In order to promote safety in the school environment, safety meetings should be conducted by Principal/Supervisors in each department of each school once a month. Safety-meeting topics are to be used by Principals in each school to train their employees in safe work practices. Each safety meeting topic has a safety meeting, test and key. These topics were chosen because these areas are responsible for the majority of the dollars spent for employee injuries in the AmFed Workers compensation fund. Prior to the safety meeting, Principals should use the safety target list to inspect the designated work area and note deficiencies during the current inspection and corrections from the previous inspection. The Principal/Supervisor should discuss the findings of the inspection during the safety meeting, discuss any accidents that have occurred, and any near miss accidents noted since the previous meeting.

Schools have used and safety team concept to promote safe work habits in the school environment. The purpose of a safety team is to promote safety in the workplace through safety meetings in each department, by conducting accident investigations and to support and follow up on maintenance requests related to safety items. A school safety team should be made up to five (5) or more members and should include the principal, the person responsible for the first report of injury, the food service manager, a food service employee, the lead custodian, a custodial worker and one (1) or two (2) teachers. The number of members can be increased. A district wide safety team will be made up of the district superintendent, district directors such as food services and safety, insurance and human resource employees. Safety teams will meet on a monthly basis.

GREENWOOD LEFLORE CONSOLIDATED SCHOOL DISTRICT

1901 Hwy 82 West

GREENWOOD, MISSISSIPPI 38930

(662)453-4231

FAX (662)455-7409

GREENWOOD LEFLORE CONSOLIDATED SCHOOL DISTRICT'S SAFETY POLICY

The Greenwood Leflore Consolidated School District is dedicated to providing a safe and healthful work environment at our schools, maintenance facilities, food services, custodial facilities, our drivers and wherever our employees work. This commitment is made for the benefit of our employees, our students, and all subcontractors, independent contractors and visitors. The school district has established and will enforce safe work policies and practices that will safeguard our valuable workers and employees. When everyone does their part, we believe that all accidents can be prevented. Therefore, we require all persons working in our facilities to make every effort to prevent accidents and comply with all established safety and health rules, policies and regulations.

The Greenwood Leflore Consolidated School District Administration is committed to maintaining worker safety at all workplaces. Accidents, unsafe working conditions, and unsafe acts jeopardize both worker and school district resources. Injuries and illnesses result in discomfort, inconvenience and possibly reduced income for the worker. Injured workers suffer needlessly and may encounter pain that could have been prevented. Costs to the district include direct expenses (workers' compensation premiums, damaged equipment or materials and medical care) and indirect expenses (loss of employee services, reduced efficiency, employee morale problems, etc.). These indirect costs are reported to cost 4-8 times more than the insured costs of an accident. We are, therefore, committed to maintaining safe and healthy working conditions, to the greatest extent possible at all our facilities. The cooperation of all is mandatory.

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Mr. James Johnson Waldington  
Superintendent  
Greenwood Leflore Consolidated School District

## Professional Growth System

The Mississippi Educator and Administrator Professional Growth System is designed to improve student achievement by providing teachers and administrators with clear, specific, actionable, and timely feedback to inform continuous improvement. A well-designed and well implemented educator effectiveness system will provide critical information to the Mississippi Department of Education (MDE), local districts, and schools to inform professional learning and improve student outcomes. The system is comprehensive and specific in identifying strategies and practices that align with improved student learning. The system includes a development scale from 1 to 4. These four levels are designed to enable teachers (usually with the aid of an administrator) to pinpoint their current level of performance for a specific strategy and set goals for operating at higher levels within a given period of time. The system rewards growth and enhances continuous improvement in teaching, professional learning and student learning.

The following are domains and standards for teachers:

### *Domain I: Lesson Design*

1. Lessons are aligned to standards and represent a coherent sequence of learning
2. Lessons have high levels of learning for all students

### *Domain II: Student Understanding*

3. Assists students in taking responsibility for learning and monitors student learning
4. Provides multiple ways for students to make meaning of content

### *Domain III: Culture and Learning Environment*

5. Manages a learning-focused classroom community
6. Manages classroom space, time, and resources (including technology when appropriate) effectively for student learning
7. Creates and maintains a classroom of respect for all students

### *Domain IV: Professional Responsibilities*

8. Engages in professional learning
9. Establishes and maintains effective communication with families/guardians

The following are domains and standards for administrators:

### *Domain I: Shared Vision, School Culture, and Family Engagement*

1. Implements a shared vision
2. Maintains a supportive, secure, and respectful learning environment
3. Engages in courageous conversations about diversity

4. Welcomes families and community members into the school

*Domain II: Teaching and Learning*

5. Supports the development and implementation of Mississippi standards-based lesson and unit plans
6. Implements effective instructional strategies to meet student learning needs
7. Tracks student-level data to drive continuous improvement
8. Uses disaggregated data to inform academic intervention

*Domain III: Staff Development*

9. Provides actionable feedback
10. Coaches and implements learning structures
11. Provides leadership opportunities
12. Develops a highly-effective leadership team

*Domain IV: Strategic Planning and Systems*

13. Develops and implements strategic plans
14. Monitors progress toward goals
15. Effectively manages professional time
16. Aligns and manages the school's resources

*Domain V: Personal Leadership & Growth*

17. Demonstrates self-awareness, reflection, and ongoing learning
18. Demonstrates resiliency in the face of challenge
19. Communicates with stakeholders

**PAYROLL DIRECT DEPOSIT  
EMPLOYEE SIGN UP SHEET**

Please print all information:

Employee Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Bank

Name: \_\_\_\_\_

**Type of Account:**

Checking \_\_\_\_\_ Account Number \_\_\_\_\_

Savings \_\_\_\_\_ Account Number \_\_\_\_\_

**STAPLE VOIDED CHECK HERE**

I authorize **Greenwood Leflore Consolidated School District** and the bank listed to deposit my net pay electronically to my account each payday. If funds which I am not entitled to are deposited to my account, I authorize **Greenwood Leflore Consolidated School District** to direct the bank to return funds. This authority will remain in effect until I have filed a new authorization.

\_\_\_\_\_ NEW                      \_\_\_\_\_ CHANGE                      \_\_\_\_\_ CANCEL

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



# REQUEST FOR ADDITIONAL HOURS

## GREENWOOD LEFLORE CONSOLIDATED SCHOOL DISTRICT

Date of Request: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

Title: \_\_\_\_\_ School/Department: \_\_\_\_\_

Reason for request including why work cannot be performed during regular working hours:

\_\_\_\_\_

\_\_\_\_\_

Anticipated Dates of Overtime: \_\_\_\_\_

\_\_\_\_\_

Projected Number of Employees Required for Overtime: \_\_\_\_\_

\_\_\_\_\_

Names of Employees: \_\_\_\_\_

Estimated Total Number of Hours of Overtime: \_\_\_\_\_

\_\_\_\_\_

Signature of Supervisor: \_\_\_\_\_

Request Approved/Denied By: \_\_\_\_\_

Title: \_\_\_\_\_

Reason for Denial: \_\_\_\_\_

---

**If request is approved, please submit the following information:**

<u>Name of Employee on Overtime</u>	<u>Date</u>	<u>Number of Hours of Overtime</u>
-------------------------------------	-------------	------------------------------------

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Signature of Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Superintendent: \_\_\_\_\_

---

Greenwood Leflore Consolidated School District  
 401 Howard Street \* Greenwood, MS 38930  
 662-453-4231 (Office) \* 662-455-7409 (fax)

**LEAVE REQUEST FORM**

*You must submit leave requests, other than sick leave, two days prior to the first day you will be absent.  
 Emergencies are an exception.*

**LEAVE INFORMATION**

Employee Name: \_\_\_\_\_ Position: \_\_\_\_\_

Principal/Supervisor: \_\_\_\_\_ Department/School: \_\_\_\_\_

**TYPE OF LEAVE REQUESTED:**

- Personal(PER)       Military (MIL)       Vacation(VAC)       Sick (SICK)  
 Jury Duty (JD)       Professional(PRO)       FMLA

**(Please attach documentation of Leave for: Professional, Military Leave, and Jury Duty)**

Date(s) of Absence	Full or Half Day (1 or ½)
Date Returning To Work	

**Comments:**

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPROVAL**

Principal/Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

Superintendent Signature \_\_\_\_\_ Date \_\_\_\_\_

**FOR CENTRAL OFFICE USE ONLY**

# of Sick Days Available: \_\_\_\_\_ #of Personal Days Available: \_\_\_\_\_ #of Vacation Days Available: \_\_\_\_\_

Requested date before or after a holiday?  Yes or  No

Payroll Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Business Manager: \_\_\_\_\_ Date: \_\_\_\_\_

**GREENWOOD LEFLORE CONSOLIDATED SCHOOL  
DISTRICT EXPENSE VOUCHER FOR REIMBURSEMENT OF  
TRAVEL**

Employee Name: \_\_\_\_\_  
\_\_\_\_\_

Conference: \_\_\_\_\_  
\_\_\_\_\_

Topic: \_\_\_\_\_  
\_\_\_\_\_

Conference Date(s): \_\_\_\_\_

Conference Location: \_\_\_\_\_

Date of Departure: \_\_\_\_\_ Time of Departure \_\_\_\_\_ Date of Return \_\_\_\_\_

**TRAVEL SUMMARY**

**(Actual Expenses Incurred – Receipts required for ALL items except meals and mileage)**

Meals: \$ \_\_\_\_\_ (\$41 per day)  
Mileages: \$ \_\_\_\_\_ (# of miles \_\_\_\_\_  
x .545)  
Tax- \$ \_\_\_\_\_  
/Shuttle:  
Parking: \$ \_\_\_\_\_  
Lodging: \$ \_\_\_\_\_ (If Paid by Employee –  
Attach Receipt)  
Registration \$ \_\_\_\_\_ (If Paid by Employee –  
Attach Receipt)  
Other: \$ \_\_\_\_\_  
Cost: \$ \_\_\_\_\_ (# of days \_\_\_\_\_ x  
\$70)  
Less \$ \_\_\_\_\_  
Advance:  
Amount \$ \_\_\_\_\_

Dates of Expense	Meal Allowance	Lodging	Parking	Registration	Points of Travel	Miles
	\$	\$	\$	\$		





Tax-/Shuttle: \$ \_\_\_\_\_  
 Parking: \$ \_\_\_\_\_  
 Sub-Total: \$ \_\_\_\_\_ (Total Requisition to Employee) \*\*\*  
 Lodging: \$ \_\_\_\_\_ (Requisition to Hotel)  
 Registration \$ \_\_\_\_\_ (Requisition to Conference Sponsor)  
 Total Travel Estimate: \$ \_\_\_\_\_

Substitute Cost: \$ \_\_\_\_\_ (# of days \_\_\_\_\_ x \$70)

Total Cost of Conference: \$ \_\_\_\_\_

Employee \_\_\_\_\_

Principal/Supervisor  
**Travel Account Code:**

**For Office Use Only:**

Supervisor A: \_\_\_\_\_  
 Supervisor B: \_\_\_\_\_

Business Office: \_\_\_\_\_  
 Superintendent: \_\_\_\_\_

**\*\*\* FOR OUT OF STATE TRAVEL**

To receive an advance, please check the box to the left. Requests must be received in the Business Office based on the cut-off dates for all bills set at the beginning of each school year by the school district.

If this travel is approved, you will receive a copy of the purchase order signed by the Superintendent. This is an approval to go and only an estimate of expenses. This District will not reimburse amounts included on this approval when the amounts are in error or in conflict with school travel policy and standard operating procedures even though such amounts may have been processed on a purchase order. The District will not reimburse when travel expenses are reimbursed or provided in lieu of reimbursement by another group, person or organization. Even though such expenses may have been estimated on the original approval and were included on the purchase order. Documentation from the conference or meeting sponsor showing conference location, starting and ending dates, starting time and conference costs must be submitted with this request.

**GREENWOOD LEFLORE CONSOLIDATED SCHOOL DISTRICT**

**1901 Hwy 82 W  
GREENWOOD, MS 38930**

APPLICATION FOR USE OF SCHOOL FACILITIES

School \_\_\_\_\_ Date of Application \_\_\_\_\_

Certificate of Insurance (\$1,000,000.00) Attached: Yes\_\_\_\_ No\_\_\_\_

<u>Facility</u>	<u>Date</u>	<u>Open</u>	<u>Close</u>	<u>Rate</u>	<u>Charge</u>
( ) Auditorium/Commons _____	_____	_____	_____	\$200.00	_____
( ) Gymnasium _____	_____	_____	_____	\$200.00	_____
( ) Band Room _____	_____	_____	_____	\$100.00	_____
( ) Cafeteria					
(with kitchen)	_____	_____	_____	\$150.00	_____
(without kitchen)	_____	_____	_____	\$100.00	_____
( ) Classroom _____	_____	_____	_____	\$ 75.00	_____
( ) Library _____	_____	_____	_____	\$ 75.00	_____
( ) Stadium _____	_____	_____	_____	\$200.00-day	_____
				\$300.00-night	_____
( ) Grounds _____	_____	_____	_____	\$300.00	_____
Custodial Service (\$20.00 per hour x _____ hours) (Mandatory charge)					_____
Supervisory Service (\$20.00 per hour x _____ hours) (Mandatory charge)					_____

TOTAL CHARGES \_\_\_\_\_

Description of the activity and its purpose  
\_\_\_\_\_  
  
\_\_\_\_\_

Rental of facilities is limited to five (5) hours for the above stated rate. Each additional hour of usage is charged at 50% of the five-hour rental rate. The provisions of School Board Policy EBH, Use of School



Facilities, apply. The applicant agrees that the Greenwood Leflore Consolidated School District is authorized to repair damages to buildings and/or equipment, or to replace same in the event of complete destruction or loss resulting from use of buildings and/or equipment by the applicant and to bill the undersigned applicant for such damage or loss.

\_\_\_\_\_  
Name of Organization

APPROVED: \_\_\_\_\_  
School Principal

\_\_\_\_\_  
Representative's Signature

APPROVED: \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Address/Telephone Number



# MISSISSIPPI EDUCATOR

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

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

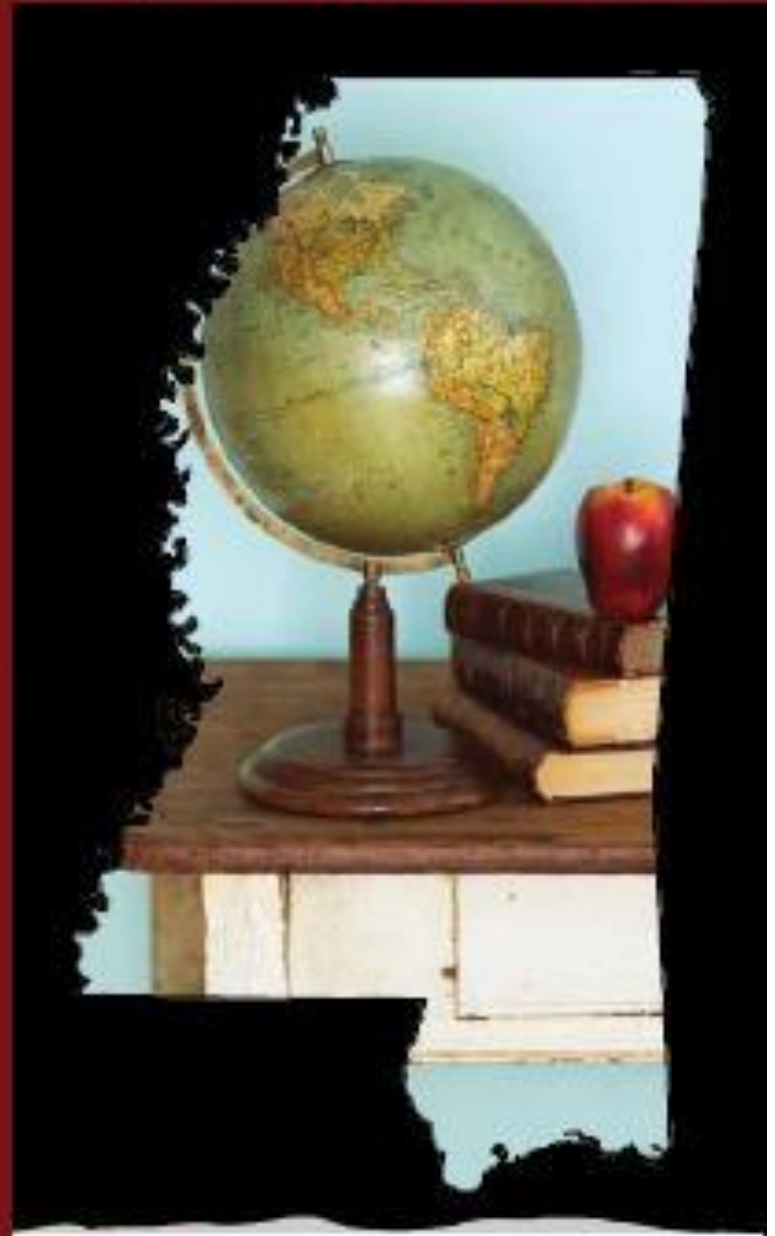
Unethical conduct is any conduct that impairs the license holder's ability to function in his/her employment position or a pattern of behavior that is detrimental to the health, safety, welfare, discipline, or morals of students and colleagues.

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



For more information:

Mississippi Department of Education  
359 North West Street  
Jackson, MS 39201  
601-359-3513  
[www.mde.k12.ms.us](http://www.mde.k12.ms.us)



## CODE OF ETHICS

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## STANDARDS OF CONDUCT

MISSISSIPPI DEPARTMENT OF EDUCATION

## Standard 1: Professional Conduct

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

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

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

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

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

## Standard 2: Trustworthiness

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

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

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

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

a. Falsifying, misrepresenting, omitting, or erroneously reporting any of the following:

1. employment history, professional qualifications, criminal history, certification/recertification
2. information submitted to local, state, federal, and/or other governmental agencies
3. information regarding the evaluation of students and/or personnel

4. reasons for absences or leave
5. information submitted in the course of an official inquiry or investigation

b. Falsifying records or directing or coercing others to do so.

### Standard 3: Unlawful Acts

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

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

### Standard 4: Educator/Student Relationships

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

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

1. Fulfilling the roles of mentor and advocate for students in a professional relationship. A professional relationship is one where the educator maintains a position of teacher/ student authority while expressing concern, empathy, and encouragement for students.
2. Nurturing the intellectual, physical, emotional, social and civic potential of all students
3. Providing an environment that does not needlessly expose students to unnecessary embarrassment or disparagement
4. Creating, supporting, and maintaining a challenging learning environment for all students.

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

1. Committing any act of child abuse
2. Committing any act of cruelty to children or any act of child endangerment
3. Committing or soliciting any unlawful sexual act
4. Engaging in harassing behavior on the basis of race, gender, national origin, religion or disability
5. Furnishing tobacco, alcohol, or illegal/unauthorized drugs to any student or allowing a student to consume alcohol or illegal/unauthorized drugs
6. Soliciting, encouraging, participating or initiating inappropriate written, verbal, electronic, physical or romantic relationship with students.

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

1. sexual jokes
2. sexual remarks
3. sexual kidding or teasing
4. sexual innuendo
5. pressure for dates or sexual favors

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

#### Standard 5: Educator/Collegial Relationships

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

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

1. Revealing confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.
2. Harming others by knowingly making false statements about a colleague or the school system.
1. Interfering with a colleague's exercise of political, professional, or citizenship rights and responsibilities
2. Discriminating against or coercing a colleague on the basis of race, religion, national origin, age, sex, disability or family status
3. Using coercive means or promise of special treatment in order to influence professional decisions of colleagues.

#### Standard 6: Alcohol, Drug and Tobacco Use or Possession

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

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

- a. Factually representing the dangers of alcohol, tobacco and illegal drug use and abuse to students during the course of professional practice.

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

1. Being under the influence of, possessing, using, or consuming illegal or unauthorized drugs
2. Being on school premises or at a school-related activity involving students while documented as being under the influence of, possessing, or consuming alcoholic beverages. A school-related activity includes but is not limited to, any activity that is sponsored by a school or a school

system or any activity designed to enhance the school curriculum such as club trips, etc. which involve students.

3. Being on school premises or at a school-related activity involving students while documented using tobacco.

#### Standard 7: Public Funds and Property

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

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

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

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

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

#### Standard 8: Remunerative Conduct

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

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

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

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

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

or tokens offered and accepted openly from students, parents, or other persons or organizations in recognition or appreciation of service.)

#### Standard 9: Maintenance of Confidentiality

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

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

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

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

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

#### Standard 10: Breach of Contract or Abandonment of Employment

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

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

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



## FREQUENTLY ASKED QUESTIONS

### LEAVES AND ABSENCES

#### **What should I do if I miss work?**

1. *Call your school within the time-frame established by your principal for reporting absences.*
2. *Report the length of your absence.*
3. *Report the type of leave your absence is to be coded.*
4. *Call your principal again as soon as you find that you will be out longer than you have reported.*
5. *Be sure to sign the employee absentee log upon your return to work verifying that your absence was correctly recorded (The employee absentee log is kept in the secretary's office at the schools and at Central Office in the Business Office)*

#### **What happens if I don't call in?**

*Your principal reports all absences to the business office by 8:30 a.m. each day. Failure to call in (or schedule your absence in advance) will result in loss of pay. Absences without pay **will not** be reclassified to leave with pay to avoid loss except in case of extreme emergency.*

#### **May I use sick leave if I don't have a qualifying illness?**

*No.*

#### **May I use personal leave if I'm sick and have no sick days?**

*Yes.*

#### **If I call in that I'm sick but it turns out that I don't have any sick leave, will you automatically use my personal days or my vacation days?**

*No. If this does occur and you are docked, we will make a correction the following month upon written request to use personal leave or vacation that may be available.*

#### **If I call in or schedule a personal leave day and it turns out that I don't have any accumulated leave, will you automatically use sick leave I have available?**

*No. Sick leave is restricted to use for illness only and cannot be substituted for personal leave. You will be docked. However, vacation leave may be substituted for personal leave upon written request on the following payroll.*



**If I call in or schedule a vacation day and it turns out that I don't have any accumulated vacation, will you automatically use sick leave I have available?**

*No. Sick leave is restricted to use for illness only and cannot be substituted for vacation. You will be docked. However, personal leave may be substituted for vacation upon written request on the following payroll.*

**I am supposed to be a witness in court or have been summoned for jury duty. Will this absence be excused?**

*Yes, if you properly report your absence and present evidence that you received a subpoena in a court action to which you were not a party or a summons for jury duty. You cannot be excused if you are on trial or are part of the court action.*

**What is an E Day?**

*An excused absence for attending educational workshops and professional meetings is considered an "E" day.*

**How do I request an E Day?**

*Submit a request for travel approval to the business office prior to the trip.*

**What will happen if I travel without submitting the request for travel approval as required?**

*Expenses will not be paid and you may be docked for an unexcused absence.*

**Do I do this even if there are no expenses involved?**

*Yes. This request is the basis for recording your absence as excused.*

**If my principal is sending me, do I still have to get approval?**

*Yes.*

**My principal did not submit my travel request to the business office on time. Will I be reimbursed?**

*NO. It is **not** the principal's responsibility to turn in the request. The principal's responsibility is to indicate approval and assign an account code. It is your responsibility to have everything in order and submitted to the business office prior to the trip.*

**How will I know that my trip has been approved?**

*A purchase order signed by the superintendent will be sent to you.*

**What if I'm sent on short notice and there's not enough time for a purchase order to come to me?**

*Call the business office for confirmation prior to the trip and arrangements will be made.*

**Should anything accompany the request for travel approval?**

*Yes. The written notice publicizing the meeting is required for verification of total expenses and number of days to excuse.*

**What are the most common errors causing travel requests not to be approved?**

- Lack of principal's signature*
- No budget account codes*
- Inaccurate budget account codes*
- Dates of travel not shown*
- Submitted after-the-fact*
- No monies in travel budget*

**Do I have to do a travel request if I'm going on a field trip?**

*No. However, you must submit a field trip request form to the Director of Maintenance and Operations. Be sure the names of all employees traveling are listed on this form.*

**When may I submit a field trip request?**

*After the amount necessary to pay for the trip has been deposited into your principal's activity bank account and at least three weeks prior to the trip for in-state trip.*

**What happens next?**

*The Director of Maintenance and Operations will check with the business office to see if funds are on hand and available to pay for the trip. The trip will be denied if funds are not in the account. The Director of Maintenance and Operations will notify you if the trip is approved.*

**What is extended leave?**

*The Superintendent may grant an extension of leave due to your personal illness of up to ten days. Extended leave is only granted when used consecutively in conjunction with a personal illness that requires the use of all of your accumulated leave. In other words, in order to get extended leave you must have accumulated leave to couple with it.*

**How often can I use extended leave?**

*Extended leave can be used only once during the school year, if approved by the superintendent.*

**Do I receive full pay for the days I'm on extended leave?**

*No. Certified employees have the cost of a substitute deducted from each day of extended leave pay. Classified employees are deducted at the current minimum wage rate.*

**If I don't use my personal leave days do I lose them?**

*No. Once the maximum number of leave days has been accumulated, additional personal days are rolled into sick leave.*

**What happens to my accumulated leave when I retire?**

*At your discretion, you may be paid for up to 30 days accumulated leave and any additional properly certified leave may be credited towards active service for retirement purposes.*

**I am going to retire. How do I go about getting my days certified towards active service?**

*Stop by the personnel office and sign a form for certifying your days to the retirement system.*

**What happens if I am absent after I have certified my days to the retirement system?**

*Days certified to the retirement system are no longer available for use. If you are absent and have no available leave you will be docked. When you are docked any previous retirement projection will be revised and forwarded to PERS.*

**Will you "uncertify" my days so this won't happen?**

*No. It is your responsibility to decide how many days to certify and to be diligent in work attendance if you wish to receive your retirement projection. It may benefit you to be conservative and allow for contingencies when certifying your days.*

**How much sick leave do I earn?**

*Nine month employees earn 10 days per year. All other employees earn one day per contractual month employed.*

**How many personal days do I get?**

*Certified staff and twelve month employees earn two days per year. All others earn one day per year. Certified staff and twelve month employees may carry forward up to 5 personal days and all other staff may carry forward up to 2 personal days each year.*

**If I have used all of my accumulated leave and 10 days extended leave, is there any other way I can be absent without loss of pay?**

*Yes, donated leave.*

**What is donated leave?**

*Additional leave received as a donation from other qualified employees. 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.*

**What is a catastrophic injury or illness?**

*“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 the 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 results in intermittent absences from work and that are long-term in nature and require long recuperation periods may be considered catastrophic.*

**Who qualifies as an “immediate family member”?**

*“Immediate family” means spouse, parent, stepparent, sibling, child, stepchild, in-law, and grandparents.*

## **SUPPLIES AND EQUIPMENT**

### **Are there funds available for supplies and equipment for my class?**

*Yes. Each principal is allotted funds for instructional supplies from local district monies. Additionally, teachers will be allotted senate bill monies for instructional supplies and equipment. Add to this Title I funds which are divided on a pro-rata basis among the schools and budgeted at the discretion of each principal. Senate bill funds vary from year to year depending on legislative appropriations.*

### **How do I get those supplies?**

*Contact your principal regarding needed supplies.*

### **What happens then?**

*If the principal approves your request, he/she will sign it and submit it in accordance with school district purchasing policy.*

### **I've been told I couldn't get the supplies I requested, even though the budget was available, because the business office turned it down. Is this true?**

*No. If a properly filled out requisition is received in the business office and funds are budgeted and available for the items requested, the order will be processed subject only to approval by the superintendent. Remember, it's your principal who sets the supply budget at your school.*

### **Are there any things that can't be budgeted and bought at the school level?**

*Yes.*

### **What are they?**

*Generally, goods or services which require a continuing cost are purchased only with funds budgeted for district-wide administration. Examples are: (1) copying machines which require significant monthly maintenance cost in addition to the purchase price, (2) telephones, and (3) fax machines.*

### **Who is responsible for ensuring that my purchase complies with state purchasing laws?**

*Your principal is required to attach to the requisition any documentation required for purchase law compliance.*

**If my principal approves my purchase and I know that budget funds are available, can I go ahead and get my items?**

*No. The requisition and purchase order procedures must be followed. However, provisions can be made for special circumstances. Your principal should call the business office for approval of any purchases under special circumstances.*

**May I have the materials I need delivered to me at my school?**

*No. All school district purchase orders give a shipping address of 621 Linden Avenue. All items must be shipped to that address. However, purchases made from your principal's general activity account or from school club accounts may be delivered directly to the school.*

**Why?**

*The school district uses what is called a "central receiving system." All goods purchased with "central office" purchase orders are delivered to the receiving department at the central office. When we receive an invoice it is not paid until the central receiving department confirms that we have received all the items on the bill.*

**What happens if I made my purchase through the central office, but my items were delivered directly to my school?**

*The school district will not pay the bill since the terms of the purchase order were not met. This may become a personal problem for you and the company.*

**Are there any exceptions to central receiving?** *Yes. All items purchased from principal's activity funds are exempt from this requirement.*

*Additionally, there may be special circumstances which would be better handled by direct delivery. If so, contact the business office and we will work with you.*

**How will I know my purchase request has been processed?**

*A copy of the issued purchase order, signed by the superintendent, will be sent to your school.*

**What are the most common errors causing purchase requests not to be processed?**

- Lack of principal's signature
- No budget codes or incorrect codes
- No funds available in the budget

### **How do I handle book previews or trials?**

*Submit a requisition and we will issue a purchase order. The books will be received through central receiving. The invoice will then be paid if you decide to keep the books. Return the books to the central receiving if you decide you do not want them. Central receiving will see that we receive credit. You are not responsible for returning unsolicited books. You will be personally responsible for paying for any items bought without a purchase order.*

### **If my purchase is denied because there are no funds budgeted for this purpose, is there any other recourse?**

*Yes. It could be that the principal has a budget designated for other purposes which will not be used. In that case, the principal may submit a budget reallocation request to cover your purchase.*

### **What happens if I order and receive materials without a purchase order?**

*You will be personally responsible for the bill.*

### **Does this apply to previews and trials other than books?**

*Yes.*

## **THINGS THAT MAY AFFECT YOUR PAYCHECK**

*Principals must submit time reports to the business office for all hours and days worked for classified employees. Payrolls will be based on the time worked through the predetermined cutoff date.*

## **TIME CLOCKS, WORK SCHEDULES, AND HOURS**

### **Who must clock in and out?**

*All employees must clock in and out each day. No exceptions.*

### **What happens if I do not clock in?**

*Your first responsibility each day is to clock in. If you do not clock in you will not be paid. You will be paid for your time starting at the time you clocked in.*

### **What happens if I do not clock out?**

*You must clock out in order to be paid. Employees who fail to clock out an excessive number of times will be put on improvement plans. Failure to clock out may also result in dismissal.*

### **How will I get paid if I'm away on a field trip or I'm out on leave, etc. if I'm not there to punch the clock?**

*Remember that all absences requiring the use of accumulated leave are to be reported to the business office daily by your principal or supervisor along with the reason for those absences. All other absences of an official nature require that you have submitted a written request for travel and/or an "E" day and have received written approval. If you leave from school during the workday, please clock out. The balance of your time will be credited based upon your prior approval documents and the daily absence report.*

### **What about athletic events?**

*Prior approval from central office for the coaching staff is not required. However, the athletic event, those attending, and estimated time of departure should be reported on the principal's daily absentee report. Please clock out at departure and the balance of your time will be credited by the business office based upon that report. The Athletic Director will coordinate attendance with the principal.*



### **Will I get to see my time card?**

*Yes. On the first day after each payroll cut-off date your time report will be made available for your review and approval. You should sign your time card report and return it to your principal or supervisor to be returned to the Business Office.*

### **What happens next?**

*On the 3<sup>d</sup> day after the payroll cut-off date your principal or supervisor will hand deliver your time card report to the business office.*

## **TIME CLOCKS, WORK SCHEDULES, AND HOURS**

### **What if I don't approve the time as shown?**

*Report any discrepancies to your principal or supervisor and have him/her contact the business office immediately. Your report will be reviewed and corrected if necessary. All discrepancies must be reported within three days, unless there are extenuating circumstances.*

### **What if I'm not available to sign my time card report or a discrepancy is not resolved?**

*You will be paid based upon the recorded time. In the event a correction needs to be made, the correction will be done on the next following payroll. Your signature must be on your time card report.*

### **I work at Davis Elementary School and will be going to Threadgill Elementary School in the morning. May I clock in at Threadgill?**

*No. You must report to your primary place of employment and clock in. If you need to be at another location for any reason, you still must first report to your primary worksite and clock in.*

### **I was required to be at another location until my regular quitting time. May I clock out at that location instead of having to return to my appointed location?**

*Generally, no. Due to software memory limitations all employees cannot be set up on every clock in the district. However, some employees do have district wide clock authority. Please check with the business office if you are in doubt of your status.*

### **Do I clock out for lunch and clock back in after?**

*Maintenance and custodial employees may be required to punch in and out for lunch. All other employees do not clock out for lunch.*

**How much time do I get for lunch if I am not required to clock in and out for lunch?**

*Non-instructional employees have 30 minutes for lunch. Elementary teachers and assistants have their lunch time with their students. All other personnel have their lunch time according to their daily period schedules and duty schedules.*

**May I leave campus for lunch?**

*No, only maintenance and custodial employees are allowed to leave. All elementary, middle school, and high school employees, except as previously noted, are paid for their lunch time and are considered to be on duty and available during the scheduled work day.*

**TIME CLOCKS, WORK SCHEDULES, AND HOURS**

**What about my planning period? I can leave then can't I?**

*Planning period time is time that the school district is paying for and should be used in a productive manner. It is not "time off." The principal may, in his or her discretion, grant permission to leave during the planning period if circumstances require a temporary*

*absence. Permission to leave will be granted only in extraordinary circumstances. The employee must clock out and clock in on return. The principal will maintain a written record of all intraday absences allowed showing the reason each absence was necessary.*

**What about a necessary absence at any time during the day?**

*Again, circumstances must dictate that it is necessary in the discretion of the principal.*

*The employee must clock out and clock in as required. The principal must maintain the intraday absence approval log with reasons shown.*

**You're not saying I can't run errands are you?**

*That's what we're saying. Absences during regular work hours will not be allowed except in extraordinary cases. Teaching and learning are the number one priority.*

**Don't I get a separate lunch time from the children?**

*Elementary staff, no. Middle school and high school staff, only as your daily classroom schedule and duty schedule dictates.*

**I'll just run out to pick up some lunches and come back. Okay?**

*No. Employees are not allowed to "order out" due to the obvious problems of fairness and image that it creates with students who must "eat in." Additionally, it cannot be done in less than 30 minutes and lunch would be eaten on additional district time.*

**May my work day be split into two or more shifts?**

*Maintenance and custodial employees may be given a split work schedule. All other employees are required to work a continuous eight hour period including lunch.*

**May I work more than eight hours a day?**

*No. A written request for additional work hours must be submitted by your supervisor in order to exceed the normal work day.*

**Exactly what do you mean by additional work hours?**

*Additional work hours are any hours worked outside your normal scheduled work time. Your supervisor has a form for requesting additional work hours.*

**I'm scheduled to work from 7:30 a.m. until 3:30 p.m. I've got some stuff to do so**

**I'll just come in at 10:00 and work till 6:00. Is that okay since I'm not going over**

**my eight hour day?**

*No. Any hours worked outside your normal scheduled work time are considered additional hours. A written request for additional hours must be done.*

**What is overtime?**

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*Overtime is the amount of time worked during the 7 day work week in excess of 40 hours.*

**When does the work week begin?**

*Saturday.*

**Am I paid differently for overtime?**

*Yes. Classified employees will be paid 1 ½ times your regular rate of pay for all hours worked in excess of 40 hours that week.*

**When will I be paid for overtime or additional hours worked?**

*All employees will be paid for overtime and additional hours based on the clock and scheduled cut off dates. The payroll schedule with cut off dates and pay dates is in the back of this booklet.*

**I received written permission to work additional hours and I worked 40 hours Monday thru Thursday. I used sick leave on Friday, so now I have 48 hours and will receive overtime. Right?**

*No. Overtime pay is based only on hours actually worked in excess of 40 hours during the work week. Leave cannot cause overtime. You will be paid for 48 hours at regular pay.*

**My supervisor told me to clock out at the regular time but wants me to stay and work. He/She will let me off early on another day. Is that okay?**

*No. Your time card must reflect the actual hours you work. Your signature on the report attests to its' accuracy. Signing a false time report will result in suspension or dismissal.*

**But my supervisor told me to do it?**

*Your supervisor is in violation of school district policy and direct instructions from the superintendent. Please call the superintendent immediately.*

**Well it's so much hassle. I'll just volunteer my time?**

*You cannot volunteer your time.*

**Is there a set work time for me?**

*Generally, yes. Please note the general office hours for the following employees: Aides, Attendance Officers, Assistants, Bookkeepers, Clerks, Monitors, Nurses, Receptionists, Secretaries, Specialists, Technicians, and Warehouse Workers.*

*At all schools the above employees will work from 7:30 a.m. until 3:30 p.m., except, at schools with two secretaries, one secretary will be designated to work from 8:00 a.m. until 4:00 p.m. At schools with only one secretary, and an office clerk, the office clerk will be designated to work from 8:00 a.m. until 4:00 p.m. Office hours for Central Office classified employees will be 8:00 a.m. until 4:00 p.m. Monday through Thursday and 8:00 a.m. until 3:30 p.m. on Friday. Deviation from these hours requires the written approval of the superintendent. There will be exceptions if you also have bus responsibilities. If you are required to work a schedule different from the specified schedule above you should not do so until instructed in writing by your supervisor.*

**What about custodians and maintenance workers?**

*Work schedules will be assigned by the Assistant Superintendent in charge of Maintenance.*

**Do certified employees have a work schedule?**

*Yes. Teachers' work hours are 7:30 a.m. until 3:30 p.m. Principals and Assistant Principals are required to be on duty from 7:30 a.m. until 4:00 p.m. Deviation from these schedules requires written approval from the Superintendent.*

**Are all employees required to be on time?**

*Yes. The Superintendent has implemented a procedure of review of all employees' time cards for punctuality. Employees with excessive tardiness or early departure times will be put on improvement plans. Tardiness and/or leaving early may also result in loss of pay, suspension, and/or dismissal.*

**How much time must pass before I am considered tardy or considered to have left work early?**

*One minute.*

**I am about to clock-in but I see I'm going to be tardy so I'll just take ½ day sick leave and avoid being tardy, okay?**

*No. Your principal will report your absence as unexcused. Sick leave cannot be used to avoid being tardy.*

## **HOLIDAYS, INCLEMENT WEATHER, EARLY CLOSING**

**Do I get paid for holidays?**

*No.*

**Do I get paid if the school is closed because of bad weather?**

*No. However, most unscheduled closings are subject to State Department rules which sometimes require that the time missed be made up.*

**What if the school was open but highways or bridges in my area were officially closed?**

*You will not get paid if you do not work.*

## **HOLIDAYS, INCLEMENT WEATHER, EARLY CLOSING**

**What about early closings?**

*These times are built in the salaries of teachers and administrators. At random times they work beyond regular hours and do not receive additional pay. Therefore, for early closing they will not receive less pay. However, hourly employees received additional pay whenever any additional hours are worked and are paid only for hours actually worked.*

## **TRAVEL APPROVAL AND REIMBURSEMENTS**

**Do I need prior approval to attend a conference or workshop?**

*Yes*

**How do I request approval?**

*Submit a travel approval form to the business office prior to the trip. This is the same form submitted for an excused absence "E" day.*

**What will happen if I travel without submitting the request for travel approval as required?**

*Expenses will not be paid and you may be docked for an unexcused absence.*

**If my principal is sending me, do I still have to get approval?**

*Yes.*

**My principal did not submit my travel request to the business office on time. Will I be reimbursed?**

*NO. It is not the principal's responsibility to turn in the request. The principal's responsibility is to indicate approval and assign an account code. It is your responsibility to have everything in order and submitted to the business office prior to the trip.*

**How will I know that my trip has been approved?**

*A purchase order signed by the superintendent will be sent to you.*

**What if I'm sent on short notice and there's not enough time for a purchase order to come to me?**

*Call the business office for confirmation prior to the trip and arrangements will be made.*

**Should anything accompany the request for travel approval?**

*Yes. The written notice publicizing the meeting is required for verification of total expenses and number of days to excuse.*

**How will I receive reimbursement for my travel expenses?**

*Submit an expense voucher for reimbursement of travel expenses form to the business office immediately upon return. Travel expenses will not be paid if not requested within thirty (30) days following the travel date.*

**How soon will I receive my travel reimbursement after submitting the travel expense form?**

*Travel reimbursements will be paid based on the date received in the business office. Travel checks will be paid monthly with the regular accounts payable checks. Travel checks will be paid based on the cut off dates for bills. A schedule of cut off dates for bills is included in the back of this booklet.*

**Greenwood Leflore Consolidated School District Employee  
Handbook Acknowledgement Form  
2022-2023 School Year**

I, \_\_\_\_\_ (*print name*)  
herby certify that I have received and thoroughly reviewed a physical or online copy  
of the **District's Handbook for Professional and Classified Staff**  
(<http://www.glcsd.org>) and **School Board Policies - Section G**  
(<https://glcsd.msbapolicy.org/>), and I understand the requirements and expectations  
outlined in the handbook and school board policies.

**School:** \_\_\_\_\_

**Employee signature:** \_\_\_\_\_

**Employee position:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Please complete this form and return it to your immediate supervisor within 3 days of receiving  
or viewing the district's employee handbook.*